



LEGAL NOTICE  
TOWN OF KENT  
SEEKING PROPOSALS  
FOR  
STRUCTURAL ENGINEERING SERVICES

**PLEASE TAKE NOTICE** that the Town of Kent is seeking proposals from experienced and qualified firms to provide structural engineering services. Requests for proposals 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 Tuesday, February 25, 2020 and then at said place be publicly opened and read aloud.

Copies of information for those persons submitting proposals (hereinafter, “bidders”) including Information for Bidders, General Conditions, Specifications, non-collusive bidding certification and other documents including as part of this request for proposal (RFP) may be obtained at the Office of the Town Clerk, Town Hall, 25 Sybil’s Crossing, Kent, New York. This information will also be posted on the Town of Kent website at [www.townofkentny.gov](http://www.townofkentny.gov).

The Town of Kent, hereinafter called the “Town”, reserves the right to reject any or all proposals and to waive and formality or technicality in any request for proposal in the interest of the Town.

**STATEMENT OF NON-COLLUSION:**

Bidders on the Contract 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.

**STATEMENT OF EQUALITY:**

The Town of Kent hereby notifies all persons submitting proposals that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, qualified bidders will be afforded full opportunity to submit request for proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, age, disability or marital status in consideration for an award.

Dated: January 9, 2020

BY ORDER OF THE TOWN BOARD

TOWN OF KENT

YOLANDA D. CAPPELLI, Town Clerk

TOWN OF KENT  
COUNTY OF PUTNAM

INSTRUCTIONS TO BIDDERS  
REQUIREMENTS OF REQUEST FOR PROPOSAL AND DELIVERY

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

1.0 Receipt and opening of request for proposals.

The Town of Kent invites proposals from qualified firms for STRUCTURAL ENGINEERING SERVICES, as more fully described in the "General Conditions". Proposals will be received at the office of the Town Clerk until the time stated in the Advertisement for Request for Proposals, and then at said place will be publicly opened and read aloud. Proposals received after the specific time will not be considered. A Proposal may be withdrawn prior to the specified time for public opening. No Proposal may be withdrawn after the time set for public opening. If the proposal is sent by mail, the Vendor shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposal received after the deadline by any delivery method will not be opened. All electronically transmitted proposals will be disqualified.

2.0 Complete Proposals Required.

Vendors are required to provide all of the information requested in this RFP as well as any additional information or alternates requested. It is the Bidders responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed service in meeting the needs of the Town of Kent and the evaluation criteria established in this document. While the Town of Kent may solicit additional information during the evaluation of the RFPs, the Town of Kent will not be responsible for any omissions on the part of the Bidder. Vendors are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection. No proposal will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3.0 Number of Copies.

Bidders are requested to submit SEVEN (7) paper copies of their proposals and one digital copy. Digital copies must be submitted on either a CD/DVD or a USB flash drive. All digital proposals must be submitted in wpd.,doc. or PDF format.

4.0 Preparation of Proposal.

4.1. Sealed envelope. Each bid shall be prepared on the forms contained herein, and the required number of copies submitted in one or more sealed opaque envelope(s). The envelope shall have the following information on the outside:

(4.1.1) Proposal for "STRUCTURAL ENGINEERING SERVICES" with attachments.

(4.1.2) The name and address of the person/firm submitting the Proposal.

- 4.2. Proposals which are forwarded by mail must be enclosed in a separate envelope addressed as follows:

Proposal for: STRUCTURAL ENGINEERING SERVICES  
Town of Kent  
Attn: Town Clerk  
25 Sybil's Crossing  
Kent Lakes, New York, 10512

- 4.3. Form of proposal. All blank spaces on the Fee Schedule and Hourly Billing Rates form must be filled in. All prices provided on the Form, and accompanying sheets must be specified in both words and figures. Proposals must be signed in ink by the bidder and properly acknowledged as specified on the form. Proposals 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. Narratives or additional information provided by the bidder shall be in a legible font size, which typically shall be a 12 point font.
- 4.4 Non-collusion certification. Each Proposal 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 non-collusion certification is annexed hereto.
- 4.5. The Proposal shall include the following information:
- Sealed envelope properly labeled
  - Witten Proposal including all information requested under Item 5, below
  - Fee Schedule and Hourly Billing Rates
  - Non-collusion certification
  - Bidder Information Form
  - Municipal References
  - Disclosure of Interests Form

#### 5.0 Proposal Content.

On a separate sheet provide a description of your firm, the firm's capabilities and experience, including the following information.

- 5.1. Name, Address, and Telephone number of the Structural Engineer (include local office address if different).
- 5.2. Name of Contact Person, Address and Telephone number.
- 5.3. Narrative about the history of the firm.
- 5.4. Date of inception.
- 5.5. Detailed resume of persons proposed to work directly with the Town of Kent.
- 5.6. Provide detailed resumes and indicate level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP. Additionally, resumes should note any publication experiences of personnel, special training or education of personnel, etc.
- 5.7. Narrative about the resources of the Structural Engineer.

- 5.8. A description of Clerical and Support Staff.
- 5.9. Technology Support - Computers, Printers and other equipment.
- 5.10. Expectations regarding adequate notice for meetings with Town personnel.
- 5.11. Any potential conflicts of interest in representing the Town.
- 5.12. Experience with the areas described under "General Conditions" and "Specifications" contained herein.
- 5.13. Identify all municipal entities that you currently represent.
- 5.14. Identify all municipal entities that you have represented in the past seven years.
- 5.15. Other information that the proposer may wish to provide.

#### 6.0 Reference Evaluation.

A listing of five current or recent references of similar work must be furnished along with the proposal. Include the name, telephone number, and address of a contact person who may be contacted for verification of all data submitted. The following criteria (6.1 through 6.8) shall be considered either satisfactory or unsatisfactory and will be used as relevant inquiries of each reference.

- 6.1. Overall performance: Would you hire this firm again? Did they show the skills required to complete the required tasks? Were the right professionals assigned to the case?
- 6.2. Timetable: Were the projects completed within the specified time? Were the interim deadlines met in a timely manner? Were telephone calls returned in a timely manner?
- 6.3. Completeness: Were the professionals responsive to client needs? Did they anticipate problems? Were the problems solved quickly and effectively?
- 6.4. Budget: Were issues resolved within the estimated cost?
- 6.5. Working Relationship: Were the professionals readily available, knowledgeable, thorough, creative and result-oriented?

#### 7.0 List of Engineers.

Bidder is required to provide a listing of engineers or any contract which results from this RFP.

#### 8.0 Conflicts of Interest.

As part of your submission, list any potential conflicts your firm might have due to work being done for outside parties. This should include but not be limited to private developers working in the Town of Kent or other work being done by your firm with others doing business in the Town.

#### 9.0 Form of Proposal

The Proposal submitted should include the following information regarding the hourly cost of engineering services:

- 9.1. On a separate sheet provide a detailed hourly fee schedule showing the rates for each of the professional or clerical staff for each individual that will be providing services to the Town
- 9.2. On a separate sheet provide a list of any miscellaneous costs for which the firm may seek reimbursement including:
  - Copying
  - PhotographsOvernight delivery at actual cost, however, reimbursement for overnight delivery shall not be made unless the matter is time sensitive
- 9.3 Identify any exceptions to the list of out-of-pocket costs for which the firm may seek reimbursement, however a reasonable cost cannot be determined at this time such as expert witness fees.

#### 10.0 Addenda and Interpretation.

No interpretation of the meaning of the specifications or other RFP 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, 25 Sybil's Crossing, Kent Lakes, New York, 10512, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the proposals. 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 sent by facsimile and e-mail to all prospective bidders (at respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

#### 11.0 Deviations from specifications.

Differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

#### 12.0 Duration of Proposal

Prices and Proposal shall remain firm and effective for at least sixty (60) days from the date of the opening of Proposals.

#### 13.0 Proposal Price.

The prices quoted are to include the complete cost of providing the specified item including taxes, and all other incidental charges. It is expressly called to bidders' attention that Proposals are to be complete in all respects

and that no extras of any kind be allowed. Prices shall be quoted as written in numbers and words. Where discrepancies occur, the words will govern.

14. Taxes.

The Proposal price shall not include any excise or sales taxes from which the municipalities are exempt.

15. Municipality's reservation rights.

It is the Town of Kent's intention that the Proposal will be awarded based on a combination of qualifications and Proposal price. The municipality reserves the right to select the Proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the municipality or to reject any and all Proposals and to re-advertise for Proposals. The municipality specifically reserves the right to waive any informalities of the Proposals tendered.

16. Liability of Errors.

While the Town of Kent has used considerable efforts to ensure an accurate representation of information in this RFP, all Bidders are urged to conduct their own investigations into the material facts and the Town of Kent shall not be held liable or accountable for any error or omission in any part of this RFP.

17. Selection of Proposal.

The Town of Kent reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all.

18. Financial Stability.

The successful Bidder must demonstrate financial stability. The Town of Kent reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

19. Qualifications of bidders.

The municipality 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 municipality all such information and data for this purpose as the municipality may request. The municipality reserves the right to reject any Proposal if the evidence submitted by or investigation of such bidder fails to satisfy the municipality that such bidder is properly qualified to supply the items. Conditional Proposals will not be accepted.

20. Shortlist.

Unless there is a single successful Bidder based on the responses, the evaluation procedure will be to develop a shortlist based on the stated evaluation criteria. The shortlist of Bidders may be asked to participate in an interview/prepare a presentation and/or provide additional information prior to the final selection.

21. Reimbursement of RFP Costs.

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the bidder.

NOTE: Additional requirements may be found in the "General Conditions" and "Specifications" annexed hereto.



TOWN OF KENT  
COUNTY OF PUTNAM

GENERAL CONDITIONS

The Town of Kent is seeking a qualified firm to provide structural engineering services to study, *inter alia*, the Old Town Hall, the Lake Carmel Community Center and the Carmel Kamper/Historical Society Building, to determine what improvements might be necessary in order to seek grants and other funding to make such improvements.

The following General Conditions apply to all bidders, all Proposals submitted in response to this RFP, and all subsequent contracts.

1.0 Qualifications of Bidder.

- 1.1. The Successful Bidder shall be an structural engineer, licensed to practice in the State of New York, with a minimum of 5 years experience.
- 1.2. In the performance of the services requested, the Structural Engineer shall be an independent contractor. The Structural Engineer shall perform the services on behalf of the Town, however, the Structural Engineer shall agree that neither it, nor its employees, agents, contractors, and/or subcontractors will hold themselves out as, nor claim to be, officers or employees of the Town of Kent, or of any of its departments, agencies, or units thereof.

2.0 Limitations on Work during Tenure.

- 2.1. The Structural Engineer must agree not to perform any private consulting work representing any individual or corporation making application to, or appearing before any Board or other instrumentality within the Town of Kent while employed by the Town.
- 2.2. Structural Engineer shall not employ independent consultants, associates, or subcontractors to represent or provide services to the Town of Kent or any instrumentality thereof, without the express consent of the Town.
- 2.3. The Town of Kent shall not be responsible for any physical injuries or death to the Structural Engineer's agents, servants, or employees or to any other person or for damage to any property sustained during the Structural Engineer's operations and work under any subsequent contractual agreement between the Town and the Structural Engineer resulting from any omission of action, commission of acts or error in judgment of any of the Structural Engineer's employees, agents, servants, or independent contractors or sub-contractors. The Town shall not be responsible for the safety and protection of the Structural Engineer's employees. The Structural Engineer shall hold harmless and indemnify the Town from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Structural Engineer, its officers, trustees, employees, agents, servants, or

independent contractors or subcontractors to the extent set forth in the Insurance Requirements, contained in this request for Proposals.

### 3.0 Contract.

- 3.1 Acceptance of Proposal. The Town of Kent may at its option notify a Bidder in writing that its proposal has been accepted and such acceptance shall at the Town of Kent's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Bidder shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Town of Kent has delivered either a signed notice in writing to the Bidder or a fully executed written Contract to the Bidder.
- 3.2 The Town desires to enter into a professional services Contract as the "Contract for Structural Engineering Services", in the general form attached to this RFP. Within twenty-one days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract, in the form attached hereto or as may be amended by mutual agreement, for the performance of the serviced identified in this Proposal.
- 3.3 Unless otherwise agreed for a specific task and based on time and material in accordance with the submitted hourly fee schedule, compensation for services rendered will be monthly.
- 3.4 Duration. It is intended that his Contract will be for \_\_\_\_\_
- 3.5 Contractual Relationship. No contractual relationship that results from this request for this proposal shall impose any liability or duty on the Town of Kent for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits and social security.
- 3.6 Use of Other Engineering Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Town's rights and abilities to use other Structural Engineers to provide engineering services for any reason.
- 3.7 Payment. Not more frequently than monthly the successful bidder shall submit an invoice for payment of services. The invoice shall also include a detailed description of all services rendered by the firm for the preceding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The firm shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. The invoice shall be accompanied by a Town of Kent voucher form, completed in all respects by the firm seeking payment. No invoice shall be submitted, and no compensation shall be paid for work that was completed three months prior to the date that the invoice was received by the Town of Kent.

- 3.8 Negotiation Delay. If any contract cannot be negotiated within sixty (60) days of notification to the designated Bidder, the Town of Kent may terminate negotiations with that Vendor and negotiate a contract agreement with another Vendor of its choice.
- 3.9 Subcontracting. The successful Bidder shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Town of Kent.

#### General Requirements of Services.

- 4.1 The Structural Engineer shall provide monthly billing statements based on logs kept by any individual for which payment is sought, which clearly indicate personnel and work performed, with dates and hours, categorized for each item on the list of services.
- 4.2. The selected Structural Engineer will be expected to provide the Town with copies of all work product without limitation which shall include opinions, reports, analyses, correspondence, and any other documents produced in connection with the consulting relationship with the Town in printed form as well as in electronic form, as requested. The Town shall own all rights, title and interest, including all copyrights and intellectual property rights, to all documents that are created in connection with the consulting relationship with the Town. The Engineer shall provide all material prepared for each work project to the Town directly. No information shall be released to any party other than the Town without the approval of the Town.

#### 5.0 Insurance.

- 5.1. It is a requirement of the Town of Kent that the Bidder shall procure and maintain at his own expense, and without expense to the Town of Kent, the insurance specified in this RFP, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP. The Contractor shall file with the Town of Kent, within fourteen (14) days of the issuance by the Town of a notice of award, proof of insurance, as described herein, in a form acceptable to the Town. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the Town, and shall list the Town as additionally insured.
- 5.2. The consulting firm, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to;
- 5.2.1. Worker's compensation insurance;
  - 5.2.2. Comprehensive general insurance; and
  - 5.2.3. Automobile liability insurance (including contractual liability coverage);
  - 5.2.4. Professional liability insurance;
  - 5.2.5. Minimum wage requirements;
  - 5.2.6. Unemployment insurance requirements of the Labor Law;
  - 5.2.7. Federal and state employment taxes.

#### 6.0 Miscellaneous Provisions.

- 6.1 Compliance With Laws. This RFP and any contract entered into between the Bidder and the Town of Kent shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Vendor shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Town of Kent to terminate any contract.
- 6.2. Labor Law. Prevailing Wages. The successful Bidder, at its sole cost and expense, shall comply with all provisions of the New York State Labor Law, especially as it pertains to the payment of prevailing wage's including, without limitation, Articles 8, 8-A and 9 thereof, the lien of law, the worker's compensation law and all other laws or ordinances affecting this Contract.
- 6.3. Employees. Each employee of the successful Bidder shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence, as evidenced by an alien registration receipt card. The Bidder will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times.
- 6.4. The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.
- 6.5. Record Keeping. The selected firm shall maintain complete records and files on any matter in which they have rendered services to the Town. All such records compiled by the firm pursuant to any contract in furtherance of this RFP shall revert to the Town of Kent upon termination of the contract.

**FEE FOR STRUCTURAL ENGINEERING SERVICES  
PROPOSAL FORM**

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 PROFESSIONAL SERVICES TO PROVIDE GENERAL MUNICIPAL LEGAL SERVICES IN ACCORDANCE WITH THE "SPECIFICATIONS" CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENTS, THE PROPOSAL SUBMITTED BY MY FIRM, AND THE SCHEDULE OF FEES ATTACHED HERETO.

**1. BID PROPOSAL – HOURLY AMOUNT**

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

**BID AMOUNT (IN WORDS) \$** \_\_\_\_\_

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS (ATTACH AN ADDITIONAL PAGE IF REQUIRED)

- 1.
- 2.

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**

1. By submission of his 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 their knowledge and belief:
  - a. 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, with any competitor;
  - b. 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, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Accepted: \_\_\_\_\_

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

STRUCTURAL ENGINEERING SERVICES

TOWN OF KENT COUNTY OF  
PUTNAM

**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:

TOWN OF KENT  
COUNTY OF  
PUTNAM

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF KENT**

Name of Bidder:

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

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

The Reporting Entity is: (Please check one):

\_\_\_ Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Town of Kent also an officer or employee of the Town of Kent, or the spouse, or the child or dependent of a Town officer or employee? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

B.) Related Owners:

1) If you are the owner of the Company, are you or your spouse, an officer or employee of the Town? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee; and



d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2) Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes No

If yes, please provide details:

I am the \_\_\_\_\_ (title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

STATE OF NEW YORK )

SS.

COUNTY OF \_\_\_\_\_ )

Sworn to me before this \_\_\_\_

day of \_\_\_\_\_ 2017

TOWN OF KENT  
COUNTY OF PUTNAM  
INSURANCE SPECIFICATIONS

**1.0. Required Insurance.** The following insurance coverages are required to be maintained by the Contractor during the terms of the Contract, proof of which, shall provide to the Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York 10512

- 1.1. Worker's Compensation   Statutory per New York State law without regard to jurisdiction, covering all operations and all locations. (See Section B.1, below)
  
- 1.2. Employer's Liability   Statutory (See Section B.2, below)
  
- 1.3. Commercial General Liability CG 00 01 (ed. 10/02) or equivalent (See Section B.3, below) Combined Single Limit - Bodily Injury and Property Damage
  - \$ 1,000,000 per occurrence
  - \$ 1,000,000 Personal and Advertising injury Limit
  - \$ 1,000,000 products/completed operations aggregate
  - \$2,000,000 general aggregate
  - \$25,000 maximum deductible
  
- 1.4. Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below) Combined Single Limit - Bodily Injury and Property Damage
  - \$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form    (X) Owned    (X) Hired    (X) Non-Owned

- 1.5. Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence. (See Section B.5, below)

**2.0. General Provisions Applicable to Insurance Coverages:**

- 2.1         All insurance coverage's must be from an A.M. Best rated "secured" (B+-A++), New York State admitted insurer
  
- 2.2         All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Town Clerk of the Town of Kent.
  
- 2.3         All policies and certificates of insurance of the Vendor shall contain the following clauses:

- 2.3.1 The Town of Kent is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Kent (including its agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- 2.3.2 The Clause "other insurance provisions" in a policy in which the Town of Kent is named as an additional insured, shall not apply to the Town of Kent.
- 2.3.3 The insurance companies issuing the policy or policies shall have no recourse against the Town of Kent (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- 2.4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the successful bidder.
- 2.5. These provisions are applicable to both the insurance coverages required to be maintained by Successful Bidder, and the insurance coverages required to be maintained by any consultant/contractor/subcontractor engaged or retained by the Successful Bidder. In each case, the reference to "Successful Bidder" shall mean the party to whom the Proposal was awarded and is required to maintain insurance coverage, and the reference to "Contract" shall mean either the Professional Services Contract or other Agreement of the contract pursuant to which the consultant, Successful Bidder or subcontractor is providing materials or services (in the case of a consultant, contractor or subcontractor) specified in the Proposal documents, or as may be amended by mutual agreement. As used herein, any reference to the "TOWN" shall mean the Town of Kent, with its offices located at 25 Sybil's Crossing, Kent Lakes, N.Y. 10512.
- 2.5.1. Worker's Compensation Insurance. Before performing any work on the Contract, the Successful Bidder shall procure Worker's Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service under the contract. One certificate of such insurance or authority for self-insurance shall be furnished to the TOWN.
- 2.5.2. Employer's Liability Insurance. Before performing any work on the Contract, Successful Bidder shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. Certificates confirming renewals of insurance shall be presented not less than thirty (30) days prior to the expiration date of coverage until all operations under the subject contract are deemed completed. One certificate of such insurance or authority for self-insurance shall be furnished to the TOWN.
- 2.5.3. Commercial General Liability. Before commencing work on the Contract, the Successful Bidder shall procure a commercial general liability insurance policy issued by a New York admitted carrier through a New York Licensed resident broker in the Successful Bidder's name and naming the TOWN as an additional insured (using ISO endorsement CG 20 10) and endorsed to cover liability assumed by the Successful Bidder under the indemnity provisions of the Contract. This insurance policy must be maintained during the life of the contract and shall protect the TOWN, the Successful Bidder and his/her subcontractors performing work on the Contract from Claims for property damage and/or bodily injury which may arise from operations under the contract, whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. One certificate of such insurance, together with copies of all endorsements as pertain to the requirements of the subject contract, shall be furnished to the TOWN of Kent at the address shown above. The policy shall contain no exclusions or

endorsements which are not acceptable to the TOWN and shall be of a form and by an insurance company acceptable to the TOWN.

2.5.3.1. Commercial General Liability - Endorsements and Exclusions. The following endorsements are required to be made on the policy:

- (i) Notice: shall be addressed to the Town of Kent, 25 Sybil's Crossing, Kent Lakes, NY. 10512.
- (ii) Notice of Cancellation of Policy: The Policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent to Town of Kent.

2.5.4. Automobile Liability. The Successful Bidder will provide the TOWN with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with the contract. If on a "schedule autos" basis, Successful Bidder shall present the schedule of insured autos, including the vehicles to be used for operations under the Contracts.

2.5.5. Professional Liability Insurance. The Consultant shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the Town with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Consultant or any of its subcontractors as a part of its performance of professional Legal services.

2.5.6 Insurance Agreement:

- 2.5.6.1 The Successful Bidder is required to obtain and to maintain insurance outlined herein.
- 2.5.6.2 The insurance required for the Contract must be on forms acceptable to the TOWN and offered by insurers acceptable to the TOWN. The insurance for all New York Contractors must be issued by New York authorized carriers except as approved by the Town Attorney for the Town of Kent and in any event must comply with all requirements of New York State laws and regulations and meet the standards of the forms set forth in Section 3.0 above. Insurance for non-New York Contractors must be through insurers and sureties admitted and authorized in the state of headquarters of the Contractor, have an A.M. best rating of A or better and meet the standards for forms set forth in the above. Additionally, all requirements as to forms set forth in New York State law and regulations apply without regard to jurisdiction as standards of coverage.
- 2.5.6.3 Where circumstances warrant, the TOWN may, at its discretion subject to acceptance by the Town Attorney, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on form prescribed by Town Attorney for the Town of Kent and payable at an office of a bank approved by the TOWN.
- 2.5.6.4 The Successful Bidder agrees that all insurance contributing to satisfaction of the insurance requirements set out in this Exhibit shall not be modified, terminated, or canceled by the Successful Bidder without prior written approval of the TOWN.
- 2.5.6.6 The Successful Bidder shall be solely responsible for payment of all deductibles and premiums for insurance contributing to satisfaction of the requirements of this Exhibit and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the TOWN is an insured under the policy.

- 2.5.6.7 Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of the requirements of the Exhibit shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Successful Bidder agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
- 2.5.6.8 The Successful Bidder shall promptly notify the TOWN within 24 hours of any accidents arising in the course of operations under the contract causing bodily injury or property damage and shall cooperate fully with the TOWN in providing all such records and information as may be requested by the Attorney representing the Town of Kent in anticipation of claims against the TOWN which may arise from the accident. A complete report of the accident shall be made within five (5) business days on such form as may be provided by the Attorney representing the Town of Kent.
- 2.5.6.9
- 2.5.6.10 The Successful Bidder or his Attorney may apply to the TOWN for approval of higher deductible based on financial capacity and quality of the carrier affording coverage.

2.5.7. Forms of Insurance Certificates. Insurance certificates shall conform to the following:

- 2.5.7.1. Certificates must be issued by the insurance company using the "ACCORD" forms issued by its brokers, except for Worker's Compensation coverage where the Successful Bidders must provide Form C-105.2 issued by an insurance carrier or Form U-26.3 issued by the New York State Insurance Fund.
- 2.5.7.2. Certificates must unconditionally grant to the TOWN thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable.
- 2.5.7.3. All additional insureds required by this Insurance Specification shall be listed as such.
- 2.5.7.4. The authorized representative of the insurance company executing the certificate(s) must indicate his/her title.
- 2.5.7.5. Original executed certificates must be delivered to TOWN.

FORM OF CONTRACT

Professional Services Contract Between

And

THE TOWN OF KENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between THE TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Kent Lakes, N.Y. 10512, (hereinafter referred to as the "TOWN") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the TOWN desires to obtain structural engineering services on such matters as the TOWN deems appropriate from the CONTRACTOR.

WHEREAS, the CONTRACTOR desires to provide such services to the Town for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN has the necessary funds to pay CONTRACTOR under, but not limited to, budget line \_\_\_\_\_ .

SECOND: The CONTRACTOR shall furnish engineering services to the TOWN in accordance with the proposal submitted by the CONTRACTOR dated \_\_\_\_\_ .

THIRD: The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless terminated sooner in accordance with the provisions hereinafter set forth.

FOURTH: The CONTRACTOR, during the performance of this Agreement, shall not represent a client in connection with any matter involving the TOWN, nor appear on behalf of any individual, corporation, or other before any Board or instrumentality of the Town of Kent.

FIFTH: The CONTRACTOR, upon written notice sent to the Town Clerk of the Town of Kent within ten (10) business days after receipt of an assignment, may refuse to accept such assignment. Any and all documents forwarded to the CONTRACTOR regarding said assignment must be returned with said notice of refusal.

SIXTH: The CONTRACTOR shall report only to the Town Board of the Town of Kent or their designee.

SEVENTH: For the professional services rendered to the TOWN the TOWN shall compensate the CONTRACTOR at the hourly rate provided for on Schedule A. The CONTRACTOR shall obtain the express consent of the TOWN BOARD prior to incurring any expense in excess of five hundred (\$500.00) Dollars during the performance of this Agreement.

All bills shall be submitted to the Town Comptroller. The invoice shall include a detailed description of all services rendered by CONTRACTOR for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, the Department for which the work was performed and the time spent for which reimbursement is sought. The CONTRACTOR shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. Any and all requests for payment to be made, shall be submitted by the CONTRACTOR on properly executed claim forms of the TOWN OF KENT and paid only after approval by the Town Board. In no event shall final payment be made to the CONTRACTOR prior to the completion of all professional services, the filing of all necessary papers, the submission of reports and the approval of same by the Town Comptroller. No invoice shall be submitted, and no compensation shall be paid, for work that was completed more than three months prior to the date that an invoice for said work was received by the Town of Kent.

Prior to the making of any payments hereunder, the TOWN may, at its option, audit all files and any time and disbursement records of the CONTRACTOR as are reasonably pertinent to this Agreement to substantiate the basis for

payment. The TOWN shall not be restricted from withholding payment for cause found in the course of such audit or because of the failure of the CONTRACTOR to cooperate with such audit. The TOWN shall, in addition, have the right to audit all files at any time and disbursement records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement.

It is understood and agreed by and between the parties hereto that the services to be rendered in performance of this Agreement are a material element of this Agreement. Any failure to provide such services shall be deemed a material breach and this Agreement shall terminate in accordance with the provisions in Paragraph "Seventh" hereof. No substitution of the services of by another shall be permitted during the term of this Agreement without the express written consent of the Town Board.

EIGHTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to the CONTRACTOR and shall be conducted in the best interests of the TOWN as determined by the Town Board or its designee. The CONTRACTOR shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Town of Kent.

NINTH: The CONTRACTOR shall issue progress/status reports to the Town Board on a monthly basis, or as the Town Board may direct, and shall immediately inform the Town Board in writing of any cause for delay in the performance of its obligations under this Agreement.

TENTH: The TOWN, upon ten (10) days notice to the CONTRACTOR, may terminate this Agreement in whole or in part when the TOWN deems it to be in its best interest. In such event, the CONTRACTOR shall be compensated and the TOWN shall be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The CONTRACTOR, upon ninety (90) days notice to the Town Clerk, may terminate this Agreement in whole or in part when the CONTRACTOR deems it to be in his best interest.

In the event of a dispute as to the value of the services rendered by the CONTRACTOR prior to the date of termination, it is understood and agreed that independent third-party engineer shall determine the value of such



services rendered by the CONTRACTOR. Such reasonable and good faith determination shall be accepted by the CONTRACTOR as final.

The CONTRACTOR expressly waives any and all liens of any nature whatsoever arising out of this Agreement.

In the event of termination, the CONTRACTOR agrees to cooperate with the in-coming engineer regarding ongoing matters.

ELEVENTH: ALL records compiled by the CONTRACTOR in completing the work described in this Agreement shall become and remain the property of the TOWN. The CONTRACTOR shall deliver to the TOWN all such records upon demand by the Town Board. The CONTRACTOR may retain copies of such records for its own use.

TWELFTH: Any purported delegation of duties or assignment of rights under this agreement without the prior express written consent of the TOWN is void. The CONTRACTOR shall not subcontract any part of the work without the written consent of the TOWN. ALL subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the CONTRACTOR.

THIRTEENTH: The CONTRACTOR agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder.

The CONTRACTOR represents and warrants that he has not employed or retained any person, other than a bona fide full salary employee working solely for the CONTRACTOR to solicit or secure this agreement, and that he has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the CONTRACTOR) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the reward or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Agreement without liability, and to

deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

FOURTEENTH: The CONTRACTOR shall comply at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the CONTRACTOR as an employer of labor or otherwise. The CONTRACTOR shall further comply with all rules, regulations, and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

FIFTEENTH: No discrimination by the CONTRACTOR shall be permitted during the performance of this Agreement with respect to race, religion, creed, color national origin, sex, age, handicap, political affiliation, or beliefs.

SIXTEENTH: As an independent contractor, the CONTRACTOR will be responsible for all damage, loss, or injury to persons or property that may arise in or be incurred during the conduct and progress of the work to be performed hereunder. The CONTRACTOR agrees to defend the Town, its officers, agents, servants and employees from all suits, claims, demands, actions or proceedings, and to indemnify and save harmless the Town of Kent, its officers, agents, servants and employees from all responsibility, liability or damages, including costs, expenses and attorneys fees, arising out of any act, error and/or omission of the CONTRACTOR, including professional negligence, in the performance of professional services under this Agreement.

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The CONTRACTOR will comply with all insurance requirements contained in the Town's "Standard Insurance Provisions", a copy of which is annexed hereto and made a part hereof, including, but not limited to, the

requirement that the Town of Kent be named as additional insured on all required insurance policies, including professional liability insurance.

SEVENTEENTH: The failure of the TOWN to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the TOWN of any provision hereof shall be implied.

EIGHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:

Town Clerk  
Town of Kent  
25 Sybil's Crossing  
Kent Lakes, N.Y. 10512

To the CONTRACTOR:

All notices shall be effective on the date of mailing.

NINETEETH: This CONTRACT and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TWENTYTH: This Agreement shall not be enforceable until signed by all parties.

TWENTY-FIRST: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWENTY-SECOND: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-THIRD; the CONTRACTOR shall procure and maintain at his own expense, and without expense to the Town of Kent, the insurance specified in the Request For Proposals, and shall maintain said insurance for all work performed during the duration of this CONTRACT. The Contractor shall file with the Town of Kent proof of insurance, in a form acceptable to the Town. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the Town, and shall list the Town as additionally insured.

TWENTY-FOURTH: CONTRACTOR shall complete a "Request for Taxpayer Identification Number and Certification" from (IRS Form W-9), a copy of which is annexed hereto.

TWENTY-FIFTH: The execution of this Agreement in no way guarantees that the CONTRACTOR will be assigned any particular matter in accordance herewith, and the TOWN shall not be liable for the payment of any services performed by the CONTRACTOR which were not previously approved by the Town Board.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

TOWN OF KENT

[CONTRACTOR]

By: \_\_\_\_\_  
Maureen Fleming, Supervisor

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

STATE OF NEW YORK )

)SS:

COUNTY OF PUTNAM)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned personally appeared MAUREEN FLEMING, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that be her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF PUTNAM )

On the \_\_\_\_\_ day of \_\_\_\_\_ . in the year 2019 before me, the undersigned personally appeared \_\_\_\_\_, personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that be his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public