

YOLANDA CAPPELLI  
*Town Clerk*



Lauren Louderback  
*Deputy Town Clerk*

Lucy Pirro  
*Deputy Town Clerk*

**Town Clerk's Office  
Town of Kent**

**NOTICE OF ADVERTISEMENT FOR BIDS  
FOR THE TOWN OF KENT**

I, Yolanda D Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, Friday, December 17, 2021, at which time they will be opened and publicly read for Bituminous Asphaltic Concrete In-Place.

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and available on the town's website at [www.townofkentny.gov](http://www.townofkentny.gov).

Bids must be accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law. The non-collusion bidding certificate may be obtained in the Town Clerk's office.

Bids must be submitted on a bid form and may be obtained in the Town Clerk's office.

Bid prices will be effective from January 1, 2022 until December 31, 2022.

Bids must be submitted in sealed envelopes at the above address and must bear on the face there of the name and address of the bidder and the inscription "Asphaltic Concrete In-Place".

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli  
Town Clerk



**SPECIFICATIONS  
FOR BITUMINOUS ASPHALTIC CONCRETE IN PLACE**

- 3.5 A tack coat of emulsified asphalt shall be applied when directed by the Superintendent or his authorized representative.
- 3.6 The Contractor's attention is directed to the requirements set forward in Section 401 of the New York State Department of Transportation Standard Specifications relating to Compaction (401-3.12). The Contractor shall have, on the job site, the necessary number of compaction devices in good operating condition prior to the placement of any bituminous asphaltic concrete and at all times that work is being performed.
- 3.7 Unmatched longitudinal joints will not be allowed to exist for longer than two hours, and under no circumstances allowed to exist overnight.
- 3.8 Transverse joints shall be constructed by the use of joint construction paper and temporary bituminous asphaltic concrete ramps.
- 3.9 The contractor shall be capable of providing equipment, manpower, material and trucking in such quantity so as to accomplish a minimum Laid-in-place production rate of 500 tons per day.

4. Method of Measurement

The materials covered by this item will be measured as follows:

- 4.1 Bituminous Asphaltic Concrete – in place = the number of tons of compacted material in-place.

5. Basis for Payment

- 5.1 The unit price bid per ton for all bituminous asphaltic concrete items shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

The following items will be deleted from the Specs and handled by the Town of Kent Highway Department:

- A. Sweeping and cleaning prior to paving
- B. Traffic Control
- C. Temporary Traffic Lines
- D. Pavement Key

- 5.2 All bituminous asphaltic concrete mixes shall be subject to price adjustment as set forth by NYS Office of General Services.

Base average price of AC-20 material shall be \*            per ton for purposes of this bid  
\* as of November 15, 2021

6. No bid will be considered without properly executed non-collusion document attached.



# BITUMINOUS ASPHALTIC CONCRETE IN PLACE BID FORM

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

1) Item #403.13 – ¾" Dense Binder - 5.5% Asphalt Content \$\_\_\_\_\_ per ton  
Laid-in-place per specifications

2) Item #403.1701 Top Type 6F - 6.4% Asphalt Content \$\_\_\_\_\_ per ton  
Laid-in-place per specifications

3) Item #403.1901 – Top Type 7F – 7.0% Asphalt Content \$\_\_\_\_\_ per ton  
Laid-in-place per specifications

4) Item #402.06 – 6.3mm Superpave Polymer Modified Asphalt \$\_\_\_\_\_ per ton

AC-20 Base Terminal Price \* \_\_\_\_\_ Per Ton  
• as of November 15, 2021

## In-Place Bituminous Asphaltic Concrete Total "based on estimated quantities"

	<u>Est. Quantity</u>	<u>Unit Price</u> <u>Per Above</u>	<u>Total</u> <u>Est. Cost</u>
1) Item #403.13	_____ Tons x	\$ _____	= \$ _____
2) Item #403.1701	_____ Tons x	\$ _____	= \$ _____
3) Item #403.1901	_____ Tons x	\$ _____	= \$ _____

Estimated Grand Total = \$ \_\_\_\_\_

**PRICES SHOULD BE BASED ON 6000 TONS OF BLACKTOP**

**PER DAY RATE FOR FLAGGING CREW \_\_\_\_\_ PER DAY RATE**

(Corporate Seal)

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

Signature

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



Please find the enclosed specification for your review. This information is copied directly from the *NYSDOT Standard Specification - Construction and Materials, Section 403*. In the last (5) years NYSDOT has been transitioning to the Superpave system for designing HMA mixtures and pavements. In an effort to aid municipalities that may not be ready to make this transition, the Department and New York Construction Materials Association has gone to great lengths to revise and update the Standard Specification to keep most of the conventional HMA mixes that municipalities have used with great success throughout the years.

In the past these conventional mixes have also undergone substantial revisions. This year is no different. The following represents the old conventional mixes and what these mixes would translate to in the newest NYSDOT Standard Specification.

Old Item Number	Old Description	New Item Number	New Description
403.110001 M	Type 1 Base	403.118902 M	Hot Mix Asphalt, Type 1 Base Course
403.130001 M	Type 3 Binder	403.128902 M	Hot Mix Asphalt, Type 3 Binder Course
403.150001 M	Type 5 Skim	403.158902 M	Hot Mix Asphalt, Type 5 Skim Course
403.160001 M	Type 6 Top	403.178902 M	Hot Mix Asphalt, Type 6 Top Course
403.170001 M	Type 6H Top	403.178302 M	Hot Mix Asphalt, Type 6H Top Course
11403.1702 M	Type 6FX Top	403.178202 M	Hot Mix Asphalt, Type 6FX Top Course
11403.170102 M	Type 6F1 Top DSH	(*) see Note 1	(*) see Note 1
11403.170202 M	Type 6F2 Top USH	403.178202 M	Hot Mix Asphalt, Type 6F2 Top Course
403.180001 M	Type 7 Top	403.198902 M	Hot Mix Asphalt, Type 7 Top Course
403.190001 M	Type 7F Top	403.198302 M	Hot Mix Asphalt, Type 7F Top Course
11403.190102 M	Type 7F1 Top DSH	(*) see note	(*) see note
11403.190102 M	Type 7F2 Top USH	403.198202 M	Hot Mix Asphalt, Type 7F2 Top Course
403.210001 M	Truing and Leveling	403.218902 M	Hot Mix Asphalt, True and Level Course

(\*) Note 1: The F1 Friction requirement is reserved for projects where the traffic levels exceed an AADT of 8,000 for two-lane or 13,000 for three or more lanes. If you feel that this level is appropriate for your project, then Items in Section 402 (Superpave) should be specified. If you have questions regarding what level of friction should be required, please contact our Technical Services Department to determine the appropriate level that should be used on your project.

(\*) Note 2: As per Section 403 specifications, Recycled Asphalt Pavement - (RAP), may be included in any of the above mixes.

# **Technical Specifications**

## **1A. Driveway Key Cuts**

**Units: Each**

Driveway keys shall be milled or saw cut as directed by the Highway Superintendent. The existing pavement shall be removed to a vertical depth of approximately two (2) inches, for a minimum width of two (2) feet and length as marked in the field to insure a proper joint where the new pavement meets the existing pavement. Any construction debris or spoil material shall be disposed offsite in a lawful manner. The new pavement shall be placed and compacted so as to provide a smooth transition to the adjacent pavement.

## **1B. Roadway Key Cuts**

**Units: Each**

Roadway keys shall be milled as directed by the Highway Superintendent. The existing pavement shall be removed to a vertical depth of approximately two (2) inches, for a minimum width of two (2) feet and length as marked in the field to insure a proper joint where the new pavement meets the existing pavement. Any construction debris or spoil material shall be disposed offsite in a lawful manner. The key is to be cut so that new pavement will provide a smooth transition to the adjacent pavement. The milled surface and vertical face of the key cut are to be swept clean with a power broom, and loose debris blown with a power blower. If the Key cut exceeds 5" in height a temporary millings ramp will be installed until the paving process occurs at which point it will be broken out and disposed of.

## **2. Full Depth Reclamation**

**Units: Square Yards**

Reclaim existing asphalt to a depth of up to 8". Regrade existing reclaimed material to allow for proper water flow and drainage. Grade driveways, catch basins and other roadway key cuts 3" below finished grade to prepare for new asphalt. Compact graded material with a 10 ton vibratory roller. Rip out and dispose of any asphalt inside the work space that was not reached by the reclaimer.

## **3. Area Milling**

**Units: Square Yards**

This work shall consist of full width road milling of areas as directed by the Superintendent. The work shall consist of the milling, shaping and removing portions of existing asphaltic surfaces by a cold milling process, scraping, jack hammering, saw cutting, subsequent brooming/cleaning. All materials removed under this item, including any foreign debris existing within or on the pavement, shall be disposed of by the Contractor offsite in a lawful manner. Milling machines shall be power operated, self-propelled machines capable of removing the desired thickness of existing surfaces. The machines shall be equipped with grade and cross slope controls capable of producing a milled surface with striations generally no deeper than 3/8". The machines shall be equipped with a means to control dust and other particulate matter and shall have an integral loading system or sufficient equipment shall be provided to accomplish removal of milled material. Vacuum trucks or street sweepers shall be used to clean the



milled surfaces. The depth of milling shall be from 0 to 2 inches. Areas not accessible to the milling machine, such as around and/or adjacent to inlets, manholes, catch basins, valve boxes, and curbs, may be removed by a small milling machine, handwork or other methods approved by the Town. When working adjacent to traffic, extreme care is to be exercised to avoid spillage of milled material onto the traveled way. All milled material, including that removed by other means, shall be immediately removed from the roadway and adjacent surfaces. The material shall become the property of the Contractor and they shall be responsible for the removal and disposal of the material off site and in a lawful manner. No sharply defined drop-offs, attributable to the milling, will be permitted within or between travel lanes. Milled surfaces shall be immediately cleaned of all fines and dust prior to opening to traffic, utilizing approved vacuum and mechanical type dust free sweepers. Milled and adjacent surfaces shall be cleaned again prior to the placement of the tack coat or pavement course, or as directed by the Engineer. Where milling is performed, the roadway shall be paved within 5 business days from the date milling is completed on that roadway. Temporary ramps shall be placed where milling starts and stops along travel lanes, driveway entrances, walkways, etc. where the drop off exceeds 4" in depth or as ordered by the Superintendent.. Installation of temporary ramps utilizing millings shall be included in the unit price bid under this item.

#### **4. Milling Disposal**

**Units: Tons**

In the event that the highway department does not want asphalt millings hauled to one of their facilities please provide a price to dispose of millings at an alternative recycling facility.

#### **5. Tack Coat**

**Units: Gallons**

Tack coat shall be applied on all pavement surfaces and structures to be overlayed to provide a bonded watertight joint. Tack coat shall be uniformly applied to cover the surfaces to be repaved at the rate of 0.05 gallons per square yard. Tack Coat must be applied on the day of paving and all tack coat applied must be covered in that day.

#### **6A. Asphalt Concrete Type 6F**

**Units: Tons**

Contractor shall not place bituminous pavement over utility company structures within the repaving area. Prior to the commencement of work. Removal and disposal in a lawful manner of temporary ramps shall be included in the unit price bid for this item. An approximate 2" inch thick compacted layer of asphaltic concrete shall be furnished and laid in place. The asphaltic concrete shall conform to the requirements of the New York State Department of Transportation Standard Specifications NYS 403.178302, Type 6F3. The machine placed asphaltic concrete shall be uniformly rolled using two rollers, one of which shall be a minimum 10 ton static roller. Contractor's shall note that it is mandatory to use a paving machine that allows the placement of a small monolithic "curb" approximately 3"- 4" in height where possible or as directed by the Superintendent.. This shall also include all asphaltic concrete "curb" placed using the paver, as directed by the Town, to prevent roadway runoff from entering private property.

**6B. Asphalt Concrete Type 3F****Units: Tons**

Contractor shall not place bituminous pavement over utility company structures within the repaving area. Prior to the commencement of work. Removal and disposal in a lawful manner of temporary ramps shall be included in the unit price bid for this item. An approximate 2" inch thick compacted layer of asphaltic concrete shall be furnished and laid in place. The asphaltic concrete shall conform to the requirements of the New York State Department of Transportation Standard Specifications NYS NYS 403.138902, Type 3. The machine placed asphaltic concrete shall be uniformly rolled using two rollers, one of which shall be a minimum 10 ton static roller. Contractor's shall note that it is mandatory to use a paving machine that allows the placement of a small monolithic "curb" approximately 3"- 4" in height where possible or as directed by the Superintendent.. This shall also include all asphaltic concrete "curb" placed using the paver, as directed by the Town, to prevent roadway runoff from entering private property.

## **BID FORM**

*The Town of Kent is soliciting bids for the milling/reclaiming and resurfacing of town roads. Estimated quantities for each category have been included in the bid, the bidder must extend their unit prices to the estimated quantities. The project will be awarded to the contractor with the lowest total bid price which will be calculated by summing all of the extended prices. The quantities are only estimates and the Superintendent may elect to do more or less work in any of the categories at the time of the project. The awarded contractor will be paid by their unit price in each category.*

### **Proposal Unit Price Schedule**

2022 Milling & Resurfacing

Company  
Name

\_\_\_\_\_

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est.</u> <u>Quant.</u>	<u>Unit Price</u>	<u>Extended Price</u>
1A	Driveway Key Cuts	EA.	13	\$ _____	\$ _____
1B	Roadway Key Cuts	EA.	10	\$ _____	\$ _____
2	Full Depth Reclamation	SY.	16,200	\$ _____	_____
3	Area Milling	SY	16,200	\$ _____	\$ _____
4	Milling Disposal	Ton	1,800	\$ _____	\$ _____
5	Tack Coat	Gal	1000	\$ _____	\$ _____
6A	Asphalt Conc. Type 6F	TON	4,500	\$ _____	\$ _____
6B	Asphalt Conc. Type 3F	TON	800	\$ _____	\$ _____

Total Bid

\$ \_\_\_\_\_

## **GENERAL BIDDING INSTRUCTIONS** **HIGHWAY MATERIALS**

These general specifications, as completed by the bidder, shall become part of his bid proposal.

Sealed bids shall be received and publicly opened at the Kent Town Hall, 25 Sybil's Court, Kent New York, 12:00 p.m., Friday December 17, 2021 for the purchase of all materials. Faxed bids are not considered "sealed" and will NOT be accepted.

Bids shall be submitted in a sealed envelope **CLEARLY** marked **BID**.

A Non-Collusive Affidavit (copy attached) shall accompany each bid.

Bids shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however, **THE PACKAGE SHALL BE RETURNED INTACT AS RECEIVED**.

Bids shall be signed by an authorized individual.

The Town of Kent is exempt from payment of ALL Federal and New York State taxes.

Bidders shall familiarize themselves with all provisions of these specifications and shall not, after submitting the bid, dispute the specifications or assert that there is a misunderstanding in regard to the furnishing of items(s) in this bid.

The bidder in submitting this proposal agrees to enter into contract with the Town of Kent.

### **1. TERM OF CONTRACT:**

One year fixed price contract.

### **2. AWARD OF CONTRACT:**

Awards of contract may be made on the basis of (i) the lowest net unit price for each bid item;(ii) the lowest total bid; or the basis of "best value", whichever is deemed the best interest of the Town of Kent. The Town reserves the right to reject any or all bids.

The Superintendent of Highways reserves the right to select the bid proposal, the acceptance of which will, in his judgment, best secure this material, equipment or services which will be in the best interest of the Town of Kent (irrespective of whether it is low bid, the high bid, or otherwise) or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the Superintendent of Highways if any informality is deemed immaterial and non-prejudicial to the Town and other bidders.

Unit prices shall be controlling in the extension of the bidder's net unit prices times estimated Town requirements. Errors in such multiplication and in the addition of such extension may be corrected by the Superintendent of Highways subject to verification by the bidder.

Bidder must submit with the bid detailed specifications, and all necessary data on the materials, equipment or services he proposes to furnish. If the offer differs from the minimum provisions of the buyers specifications, such differences must be explained in detail and the bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interest of the Town of Kent, as interpreted by the Superintendent of Highways.

### **3. BID PRICES AND QUANTITIES:**

It is understood that contract prices shall hold firm and prevail for the actual quantities required and ordered as needed during the life of the contract whether more or less than estimated quantities. Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period.

Unit prices shall not be subject to any increase during the life of the contract.

If any reduction in price is announced during the life of the contract, the Town of Kent shall receive the benefit of such reduction. In such event the contractor must submit his revised prices in writing within (5) five days of announcement.

### **4. DELIVERY:**

Pricing shall include all delivery charges, if applicable. Pick-up option will be at the discretion of the Town of Kent Highway Superintendent, and can influence award.

Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone or Fax request from the Superintendent of Highways.

All deliveries are to be made on business weekdays between the hours of 7:00 AM and 3:00 PM, except as may be otherwise be arranged by supplier and purchaser.

**5. PENALTY:**

In the event deliveries are not made as specified to a Town delivery point the Superintendent of Highways shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contractor.

**6. DELIVERY OF UNAPPROVED SUBSTITUTIONS:**

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Superintendent of Highways will take such steps as are necessary to have the item(s) returned to the vendor at vendor's cost regardless of the time lapse between the date of delivery and discovery of the violation and full credit will be demanded. Violation of this clause may result in the removal of the offending vendor(s) name from the Towns' mailing list for a period up to three years.

**7. NEW PRODUCTS:**

All products will be NEW unless otherwise indicated in this bid.

**8. METHOD OF OPERATION:**

After the bids are opened and the successful bidder determined, a "NOTICE OF AWARD" or equivalent will be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town Contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a Town of Kent voucher.

**9. TRADE NAMES:**

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Kent. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

**10. PRICE EXTENSION:**

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery \_\_\_\_\_(DAYS) after verbal or written receipt of Purchase order(s).

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the 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.

\_\_\_\_\_  
(Signature of individual signing bid)

Resolved that \_\_\_\_\_

(Signature of individual signing bid)

Be authorized to sign and submit the bid or proposal of this corporation for the following project

\_\_\_\_\_  
(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three – d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

Corporation at a meeting of its board of directors held on the

\_\_\_\_\_ Day of \_\_\_\_\_ 20

\_\_\_\_\_  
Secretary

(Seal of Corporation)



## 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.

## 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 Jobs under \$5,000

- **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.