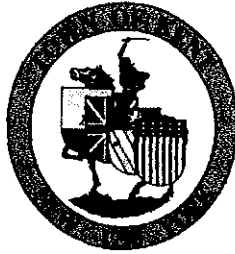


YOLANDA CAPPELLI  
*Town Clerk*



Lauren Louderback  
*Deputy Town Clerk*

Lucy Pirro  
*Deputy Town Clerk*

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

**NOTICE OF ADVERTISEMENT  
FOR STREET SWEEPING 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 Street Sweeping.

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and 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 thereof the name and address of the bidder and the inscription "Street Sweeping".

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 STREET SWEEPING

These specifications describe contract street sweeping for the Town of Kent.

It is the intent of the Town of Kent to enter into a one year contract with a qualified street sweeper operating agency for the sweeping of all Town streets on a scheduled and frequency basis to be developed in subsequent paragraphs. There are approximately 85 miles of Town streets excluding State and County roads. The Superintendent of Highways will determine the total number of miles to be swept, not to exceed 85 miles. There will be no sub contractors.

A per mile rate and a per diem rate is requested based on the information contained herein. If needed, after completion of the initial sweeping of the Town, it will be at the discretion of the Supt. Of Highways to recall for further sweeping.

Prospective bidders shall have 7 working days prior to the bid opening date to bring to the attention of the Town of Kent, Supt. Of Highways, any errors or defects in these specifications which would prevent them from providing a responsive bid.

The prospective contractor must be fully qualified to participate in this program by virtue of experienced drivers, sufficient and up-to-date equipment to support the program, at least 5 years experience in contract sweeping operations and a supporting maintenance and repair facility (including direct access to manufacturer's source of supply).

Sweeping shall be accomplished using a 4-wheel broom-type sweeper with dual gutter brooms with a minimum hopper capacity of 4 cubic yards. The sweeper used shall be current production model and in any event no older than 2 years old. Sweeping equipment to be used must provide a minimum sweeping path of approximately 10 feet and be capable of removing street debris which lies in this path. Sweeping speeds shall be such as to minimize streaking; additional passes are required to remove any debris not collected on the first pass. A water spray system shall be installed on the sweeper to minimize dust. The contractor shall provide an adequate number of vehicles for scheduled sweeping services. The Supt. of Highways reserves the right to inspect all equipment before awarding the bid. All vehicles and other equipment shall be kept in good repair, appearance and clean at all times. Each vehicle shall be equipped with all safety lights and devices required by Federal and State laws. Each vehicle shall have the name of the contractor and his phone number clearly visible on each side of the

sweeper. The ability to dump directly into a dump truck or demolition-type roll-off container is critical. Dumping onto Town roads is not permitted.

Sweeping of Town roads shall be accomplished as follows:

1. The starting date for sweeping of the entire Town is required to begin April 15, 2022 and to be completed no later than June 15, 2022.
2. There shall be no hand-sweeping by the contractor nor shall he be required to return to sweep an area previously blocked by a parked car. A notation of parked vehicles shall be made in the daily log (described elsewhere).

The Town shall provide a dump site of sufficient capacity. There shall be no dumping fee for the material swept up by the contractor under this contract.

Sweeping shall be accomplished of the paved area of all Town roads between the nominal curb lines of a public roadway whether or not there exists an actual curb line. This includes concrete gutters located at the curb line and side, paved areas such as cut-de-sses. Excluded are sidewalks and areas behind the curb line or gutter. Sweeping shall be accomplished in the same direction as the flow of traffic.

The contractor shall furnish all equipment, replacement mesh and gutter brooms, fuel, oil, lubricants, replacement parts for the equipment and water truck if needed.

The contractor shall furnish all licensed operators and personnel, fully competent and authorized to operate and repair the equipment assigned to this contract.

The contractor is to supply any water and dump trucks needed to assist sweeping operations.

A daily log of work accomplished must be maintained by the contractor using maps or street lists including number of pieces, number of loads and estimated weight or yardage collected. This log will also be used to record unusual situations such as parked cars or other impediments to scheduled sweeping. This log or a legible photocopy shall be furnished to the Superintendent of Highways for permanent filing.

#### **Payment Bond**

Contractor shall furnish a payment Bond in an amount of \$25,000., as security

For the faithful payment of all Contractor's obligation under the Contract documents.

The bond shall be executed by such sureties as:

1. Are licensed to conduct business in New York State and
2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring

Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or it ceases to meet the requirements specified above, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Town.

#### Order and Direction of Work

The work to be done shall be under the general supervision of the Town Highway Superintendent. The Contractor shall immediately comply with any and all orders and instructions given by the Town Highway Superintendent. The order of sequence of execution of the work and the general conduct shall be subject to the approval and direction of the Town Highway Superintendent. At his direction, he may from time to time direct the order in which, and points at which, the work shall be prosecuted; and may exercise such general control over the conduct of the work at any time or place that shall be required, in his opinion, to safeguard the interests of the Town.

The direction of approval of the execution and general conduct of the work by the Town Highway Superintendent shall in no way affect the responsibility or release the Contractor from any of his obligations and liabilities under this contract, as nothing herein contained shall be assumed as taking control of the work by the Town.

#### Protection of Work

The bidder to whom the contract is awarded will be required to have all required insurances submitted and approved by the Town and then to start work, all within (10) days after notification by the Town to proceed.

#### Equipment and Workmanship

All equipment and workmanship, unless otherwise specified, shall be the best of their respective kinds and in conformity and harmony with the general intent and requirements of the specifications in order to secure the best standard of work in a perfect and thoroughly workmanlike manner and shall be required to produce the results specified in this Contract, all to the satisfaction of the Town Highway Superintendent. If, at any time before the commencement or during the progress of the work, the equipment used or to be used appear to the Town Highway Superintendent as insufficient or

improper for securing the quality of work required, he may order the Contractor to improve their character and the Contractor shall conform to such order, but the failure of the Town Highway Superintendent to demand such improvement shall not release the Contractor from his obligation to secure the quality of the work specified. The Contractor shall use equipment as required to properly execute and complete the work specified.

#### Acceptance or Rejection of Work

The Town Highway Superintendent, reserves the right to examine the work and reject any part or all that does not, in the opinion of the Town, meet the specifications.

#### Bidder to Determine Conditions at Site of Work

It is expected that bidders will make a personal inspection of the site and take measurements to verify quantities and obtain the necessary information as to the location, space requirements, etc., to enable them to make up their bids intelligently and to advantage. No allowance will be made for any claim that bids were made on incomplete information as to the nature and character of the site or the work involved. An inspection of the site can be arranged by contacting the Town Highway Superintendent between the hours of 7:00 a.m. and 3:30 p.m. at (845) 225-7472.

It is expressly understood that the Town Board of the Town of Kent does not guarantee the accuracy of any data given regarding the location, character or extent of existing surface conditions.

#### Changes in the Work

Should occasion demand or the Town deem it advisable, the Town shall have the right to make any alterations in the location of work. The Town also reserves the right to eliminate or add any item or items deemed advisable.

Should the Contractor desire to make any alterations in the Contract specifications, for the purpose of adapting the work to some particular method which he desires to use, the same shall be submitted to the Town, whose decision on the adaptability and relative value shall be final.

#### NOTE:

Be sure to sign the enclosed STATEMENT OF NON-COLLUSION FORM and attach to your bid, otherwise bid cannot be considered. This is required by law.

The Bidder assumes the risk of any delay in the mails or in the handling of the mail by the employees of the Town of Kent. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having the bids in on the time and place specified.

Prices quoted will be exclusive of all taxes.

Mail or Deliver your Bid to: TOWN CLERK  
Town of Kent  
25 Bybill's Crossing  
Kent Lakes, NY 10512

And note on the envelope: BID FOR CONTRACTING FOR STREET SWEEPING

**FURTHER NOTE: PROVIDING PRICES DO NOT CHANGE, THIS CONTRACT MAY BE RENEWED FOR A PERIOD OF THREE (3) YEARS AT THE DISCRETION OF THE HIGHWAY SUPERINTENDENT.**

**Contract Insurance Requirements**

1. All coverage. (Town Insured or Contractor Insured), required for this project shall be placed with an Insurance Company having a Best Rating of A+XII or better. Insurance coverage submitted from an Insurance Company having a lesser rating is unacceptable.
2. Owner's and Contractor's protective Public Liability and Property Damage Policy (Town Insured) -- Original policy to be furnished to Town.

- a) Bodily Injury \$5,000,000
- b) Property Damage \$1,000,000
- c) Endorsement on Policy shall include that the Town of Kent shall not be responsible for unpaid premiums.

**3. Certificates of Insurance (Contractor Insured)**

- 1) Workman's Compensation (Sec. 57 W.C.L. -- Form C-105.2)
- 2) Disability Benefits (Sec. 220 (B) D.B.L. -- Form DB-120.1)
- 3) General Liability

- a) Bodily Injury \$5,000,000
- b) Property Damage \$1,000,000
- c) Include the Town of Kent as an additional insured. Include the additional insured:  
All salaried and non-salaried elected or appointed officials, employees, volunteer workers, volunteer organizations but only while performing duties

- on behalf of the Named Insured. This shall also include Lessors, when required by contract, including special firemen and special policemen.
- d) In event of cancellation a ten (10) day written notice will be given to the Town of Kent prior to cancellation.

**NOTE:** Original copies of insurance policies affording above coverage, for which certificates of insurance are to be furnished to the Town, must be submitted to the Town for examination along with the submission of certificate, but the policies will be returned promptly.

4. Endorsement of Contractor's General Liability Insurance Policy Providing the Following "Hold Harmless" Clause for the Town.

"It is agreed that the contractor shall indemnify and save harmless the Town of Kent, its officers, employees and agents from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered, by reason of any act or omission of the said contractor, his sub-contractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work provided in the contract."



**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.

