Herkimer County Department of Budget and Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1302
Herkimer, NY 13350
Phone: 315-867-1118 Fax: 315-867-1109

BID NOTICE

Sealed bids will be opened and read aloud in the office of the Herkimer County Purchasing Agent, 109 Mary Street, Suite 1302, Herkimer New York 13350, on Monday July 13, 2020, at 10:00am, for the installation of one (1) VFP Concrete Communications Shelter at the Spohn Hill 911 Communications Tower.

Bid Packets may be obtained at the above office during normal business hours. Documents may also be obtained through the Empire State Bid System website at http://www.empirestatebidsystem.com.
REQUEST FOR BIDS

HERKIMER NEW YORK

SUBMISSION DEADLINE
Monday July 13, 2020, 10am

Herkimer County Department of Budget & Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1302
Herkimer, NY 13350
HERKIMER COUNTY

GENERAL INSTRUCTIONS TO BIDDERS

SECTION 1: Bid Description

The County of Herkimer is seeking bids proposals for the installation of one (1) VFP Concrete communication Equipment Shelter at the Spohn Hill 911 Tower. All pricing shall remain in effect for the entire duration of the contract.

Bid documents will be available at the Office of the Herkimer County Purchasing Agent, Monday through Friday from 8am to 4pm, or may be downloaded from the Empire State Purchasing Website at www.empirestatebidsystem.com. Minority and Women Owned Businesses are encouraged to apply.

SECTION 2: Bid Submission

Bids and all required documentation must be submitted in a sealed envelope clearly marked “BID –Spohn Hill Installation” no later than 10:00 am on Monday July 13, 2020 to:

Sheri Ferdula, Purchasing Agent
Herkimer County Department of Budget & Purchasing
109 Mary Street, Suite 1302
Herkimer NY 13350

All bids received after the time stated above, may not be considered.

By submitting a bid, Bidder agrees to accept all of the terms and conditions of the Instructions to Bidders. Bidder agrees to complete all work as specified or indicated in the documents for the price listed within the time line indicated in this bid.

Herkimer County reserves the right to reject any and all bids in whole or in part and to disregard all non-conforming, non-responsive or conditional bids.
SECTION 3: Disqualification

The County reserves the right to refuse to issue bid documents or accept bid packets from bidders who have previously failed to complete contracts within the time frame required, or have previously performed similar work in an unsatisfactory manner. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

Herkimer County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Bids may be considered irregular and may be subject to rejection for the following reasons:

- If the bid is on a form other than that furnished by Herkimer County
- If the form furnished by Herkimer County has been altered.
- If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite or otherwise ambiguous.

SECTION 4: Bid Documents

Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

All offers received shall be net cost to the County of Herkimer. The County shall not be responsible for any additional cost; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
SECTION 5: Bid Evaluation

Bid award will be based on the lowest total bid, adherence to bid specifications for equipment and service for locations, completeness of bid and bidder's demonstrated capabilities and professional qualifications as determined by Herkimer County. Herkimer County reserves the right to negotiate for additional equipment with the successful bidder and/or to delete equipment when business operations change.

SECTION 6: Award of Bid

An award will be made as determined to be in the best interests of Herkimer County, with approval of the Herkimer County Legislature.

No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Herkimer County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Herkimer County of an attachment against the Successful Bidder, the County of Herkimer shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

The successful bidder will be required to procure and maintain at its own expense insurance coverages as outlined in the “Standard County Clauses” attached. Herkimer County shall be named as an additional insured.

It is the intent of this Bid that the final contract awarded be make available to all political subdivisions and authorized districts located in the State of New York.
SECTION 7: *Indemnification*

The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 8: *Remedy for Breach*

In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.
COMMUNICATIONS EQUIPMENT SHELTER INSTALLATION
Spohn Hill 911 Communications Project
326 Spohn Road, Town of Columbia
Herkimer County, New York
SICG 2019 Project 19-5

This section of Bid Packet has three (3) parts, seven (7) pages total

PART 1 GENERAL

1.1 SECTION INCLUDES

A.) Installation of one (1) VFP Concrete Communication Equipment Shelter including concrete pad design and installation, installation of building electrical grounds, and craning the building off delivery truck and on to concrete pad. Target date of install is October 2020.

1.2 REFERENCES

A.) National Fire Protection Association Standards
B.) National Electric Code
C.) International Building Code
D.) New York State Building Code
E.) Motorola - Standards and Guidelines for Communications Sites (R56, 2017)
F.) American Concrete Institute (ACI)

1.3 WORK NOT INCLUDED

A.) Installation and connection of electrical service will be performed by others.

B.) Connection of radio equipment and antenna line to be done by others.

1.4 SUBMITTALS

A.) Submittals Package: Submit product data and details, to be approved by Herkimer County prior to installation.

B.) Concrete foundation pad design per VFP specifications.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A.) Installation of concrete pad foundation will need to be coordinated with both Herkimer County Emergency Services and building manufacture VFP. This facility will be live while installation is in progress.

B.) All items to be firmly supported during transit, loading and unloading; no dumping from trucks permitted.
C.) Storage: Building and accessories to be stored on platforms, skids, or other supports resting on drained ground in a manner required to avoid damage. Protect all materials from dirt and rust.

D.) Handling: Done in a manner to prevent abrasion of finish coat, and damage to building components and accessories.

PART 2 INSTALLATION

2.1 FOUNDATION

A foundation (concrete pad) will need to be design to the shelter manufacturer's recommendation and to all state and local code. The building is 12-feet by 16-feet by 10-feet high.

A.) Concrete pad should be thick enough and supported with concrete rebar.

B.) Concrete pad should be installed so that water drains and doesn't pool underneath the building.

C.) Building must be installed on concrete pad with a crane.

D.) Building must be fastened to concrete pad and conform with all building codes.

2.2 ADDITIONAL INSTALLATION REQUIREMENTS

A.) Building electrical ground system must be installed (building halo ground). All other electric work is to be done by others.

B.) A portion of the chain link fence around the facility may need to be removed in order to properly place the building and foundation. The fence should be put back in place when finished.

C.) The existing building (10x10 wood shed) will need to be swung out of the way for installation of the foundation and new shelter. Antennas cables have extra length for this move. Temporary electric hook-up to existing building will be provided by others.

You need to follow the VFP Technical Bulletin for Concrete Shelters attached to the bid.
PART 3 – VFP SHELTER ADDENDUM

3.1 Above picture shows proper off-load of shelter
3.2 Lift assembly and shackle for offload.
3.3 Concrete shelter exposed aggregate with anchor plates
3.4 Concrete shelter exposed aggregate anchor plate – straight anchor
VFP Technical Bulletin for Concrete Shelters

Sitework – placement for shelters under 24 feet long

You will need:

1. [8 sq] Lifting slings, sized per the weight and height of the shelter.
2. [2 sq] Spreader beam a minimum of 12" wider than the shelter roof.
3. [4 sq] Shackle (horseshoe type), sized per the weight of the shelter.

CAUTION: FOR PERSONAL SAFETY, USE ONLY OSHA RATED RIGGING AND HARDWARE.

1. SHACKLE ATTACHMENT

   a. Locate the four (4) lifting holes in the shelter base frame: two under each length.
   b. Loop shackle around vertical post inside the lifting cavity.
   c. Lift angles and rigging to be verified for proper capacity by qualified individuals.

NOTE: A 95 ton shackle is the maximum size to fit into the lifting cavity.

2. RIGGING

   CAUTION: VERIFY SHELTER WEIGHT AND SAFE WORKING LOADS OF HARDWARE AND RIGGING BEFORE PROCEEDING.

   a. Configure rigging vertically to lateral spreader bars as shown in Figure 2 at right.
   b. Lift shelter a few inches and make sure it is picking level. If not, lower and adjust rigging as needed to pick shelter as level as possible.
   c. Carefully lower onto foundation, ensuring that all four corners are level and shelter sits squarely on foundation.
   d. See Technical Bulletin "Sitework-straight plate tie-down": step "1" before going to step "6."
   e. Disconnect rigging, remove shackles.
   f. Lift angles and rigging to be verified for proper capacity by qualified individuals.

NOTE: Any rigging other than that listed and shown above must be approved by VFP, INC. Engineering Department prior to lifting of shelter or contractor accepts responsibility.

VFP Technical Bulletin for Concrete Shelters

Sitework – straight plate tie-down for shelters under 24 feet long

In placing (inside shelter). Find:

1. Bearing pads (shims): 4 x 3 x 3
2. Straight Tie-down brackets (4 each)
3. 3/4 x 10 x 6-6½ anchor bolts (4 each)

1. SETTING OF SHELTER (CONT.)

   a. Shelter should be in place per Technical Bulletin "Sitework-shelter placement": If gaps, 3' or more, are showing in an area 2 feet wide and longer. Then mark the area. Pick the shelter up a few inches and place shims at 12" O.C.
   b. If the shelter sits flush or after shimming, disconnect the rigging and remove the shackles.

2. STRAIGHT BRACKET INSTALLATION

   a. Place the straight tie-down brackets at each lifting cavity.
   b. Mark hole thru the plate on the slab and remove the plate.
   c. Drill a 3/4" dia. hole at the marked location of each straight bracket. Drill hole a minimum of 4" deep and a maximum of 4½" deep.
   d. Clean debris from hole.
   e. Place straight tie-down bracket in place and line-up holes.
   f. Assemble the washer and nut onto the anchor. Then push through the hole in the anchor plate.
   g. Set anchor with a hard hit on end with a hammer.
   h. Expand anchor by tightening nut 3 to 5 turns.
VFP, INCORPORATED MODEL 6422
PHILOMENA LUMIC
C/O HERKIMER COUNTY
11'6" x 16'0" x 9'2" CONCRETE

IBC CODE SECTION 1603 DESIGN LOADS

1.1 Floor live load = 100 psf
1.2 Roof live load = 100 psf
1.3 Roof snow load with a ground snow load of 132 psf
   (1) Flat roof snow load = 100 psf
   (2) Snow exposure factor = 1.0
   (3) Snow importance factor = 1.0
   (4) Thermal factor = 1.0

1.4 Wind load
   (1) Basic wind speed = VUL = 150 mph (3 second gust)
   (2) Risk category N
   (3) Wind exposure = 'C'
   (4) NA

1.5 Earthquake design data for concrete shelters
   (1) Seismic importance factor = 1.6, Risk Category NA
   (2) Maps spectral response accelerations, S = 0.25
   (3) Site Class = 'C'
   (4) Spectral response coefficients SES = 1.24
   (5) Seismic design category = 0
   (6) Basic seismic force resisting system = (bearing wall system with intermediate Precast concrete shear walls)
   (7) Seismic response coefficients, CE = 0.5 for R = 1.5
   (8) Response modification factor, R = 4.0
   (9) Analysis procedure = Equivalent Lateral Force Procedure

MATERIAL SPECIFICATION

STEEL PLATE
KINZU 480

WELDED WIRE MESH (FUT SHEETS)
ASTM A615 \\
480 Mpa Yield

NAIL STUDS
ASTM A307

DEFENDED BAR ANCHORS

SUMITOMO

REBAR
ASTM A615

CONCRETE
95 PSI FLOOR AND WALLS
15 PSI FOR FLOORS

WELDING ELECTRODE
SHIELD (E7018)

Concrete:

UNIT WEIGHT: 150 lbs. per cubic yard

Field Notes:

a. Allowable stresses calculated using the recommended foundation walls enclosed with VFP-recommended hardware.

b. Uniform floor loading while being lifted is 125 psf.

2. Lr sticky 3" x 6" wall anchors (6) and 12" x 20" wall anchors.

2.1 Wall anchors are to be attached to foundation to correctly align with interior anchor plate. Refer to detail 3, sheet 7,

INDEX OF DRAWINGS

Sheet Drawings

206422, sheet 1

206422, sheet 2

206422, sheet 3

206422, sheet 4

206422, sheet 5

206422, sheet 6

206422, sheet 7

Description

Title, Schedule, and Reference Sheet
One-Line Schedule, Panel Schedules
Ramo/Referencing, Main Terminal Branches
Exterior Conditions
Interior Layout
Reflected Ceiling
Construction Details

* Indicates drawing containing work to be done in the field.
NOTES
1. ALLOW NO MORE THAN A 2" LOOP AT THE END OF EACH PULLED DOWN WIRE.
2. WIRES SHALL ENTER THE PUNCH TERMINAL FROM THE TOP SO THAT THE WIRE TAILS POINT DOWN AFTER PULLED DOWN.
3. ALL ALARM CABLE TO BE 2/0 AWG ALUM WIRE (BLK,RED,WHT)

TERMINAL BOARD DETAIL
ALL ALARMS WITHOUT WIRE SHOWN ARE OPTIONAL.
COMMUNICATIONS EQUIPMENT SHELTER INSTALLATION
Spohn Hill 911 Communications Project
326 Spohn Road, Town of Columbia
Herkimer County, New York
SICG 2019 Project 19-5

PROPOSAL

TO: Herkimer County
   The undersigned, hereby offers to furnish all labor, materials, supplies, equipment and other facilities and appurtenances necessary for installation of a new 12' x 16' x 9'10" VFP communications equipment shelter. Foundations and installation shall follow all building manufacturers recommendations.

   THIS IS A PREVAILING WAGE PROJECT

<table>
<thead>
<tr>
<th>Description</th>
<th>Lump Sum Price</th>
<th>Lump Sum Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation of 12.0' Wide by 16.0' Long by 9'-10&quot; High - VFP Communications Equipment Shelter Delivered to Herkimer County NY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMPANY NAME: 
ADDRESS: 
TELEPHONE: 

BY:  
Signature of Representative  
Print Name

DATED:  
TITLE:  

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3
Prevailing Wage Acknowledgment Form

To: Contractor for __Installation of Spohn Hill Shelter

Begin Date  August 1, 2020

Specific scope of work for this small project is attached or as follows:

______________________________
Installation of Concrete Shelter at the 911 Spohn Hill Communications Tower

______________________________

Herkimer County has established with the New York State Department of Labor, Bureau of Public Work, Prevailing Wage Rate Case Number 202006211 for this project.

Your signature on this form acknowledges that Herkimer County has provided you with a copy of the prevailing wages for this project as issued by the NYS DOL.

Please note that all invoices must be accompanied by certified payrolls covering all workers of your company and of sub-contractors (if any) for all time periods when performing work for this project.

Signed: ________________________________
Company: ________________________________
Date: ________________________________

If you are a contractor who is a single individual and/or have no employees or wages associated with this project, then contractor must attest to this below:

I, ________________________________ am a single individual and have no employees or wages associated with this project.

Signed: ________________________________
Company: ________________________________
Date: ________________________________
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 the Office of General Services must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

________________________________________
Corporate or Company Name

BY: ________________________________
Signature

___________________________
Title

Sworn to before me this ___ day
of ____________, ______

____________________________________
Notary Public
Comm Exp ______________

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reasons for that.
NON COLLUSIVE BIDDING CERTIFICATION

SECTION 103-D

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

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

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

DATED: ___________________________

Name of Corporation

BY: ________________________________________
STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the words “contractor” herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPh 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPh 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

PARAGRAPh 3. WORKERS’ COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

PARAGRAPh 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.
PARAGRAPH 5. **WAGE AND HOURS PROVISIONS:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. **NON-COLLUSIVE BIDDING REQUIREMENT:** In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. **SET-OFF RIGHTS:** The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County’s option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. **RECORD KEEPING REQUIREMENTS:** The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. “Termination of this contract”, as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. **INSURANCE PROVISIONS – CANCELLATION:** All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.
PARAGRAPH 10. **INSURANCE PROVISIONS — POLICIES:** Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. **CONTRACT DISPUTES:** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. **INSTALLMENT CONTRACTS:** In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. **DISPOSAL OF WASTE AND RECYCLABLES:** All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. **GOVERNING LAW:** This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. **CONFLICT OF TERMS:** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of these Standard Clauses, the terms of these Standard Clauses shall control.

(Revised 12/2014)
INSURANCE REQUIREMENTS FOR HERKIMER COUNTY

1. Required Coverage:

   a. Commercial General Liability
      Commercial Form

      Each Occurrence Limit $1,000,000 each occurrence

      Products/Completed Operations Aggregate $2,000,000 aggregate

      Personal Injury and Advertising Injury Limit $1,000,000 each person or organization

      General Aggregate on a per-project basis $2,000,000 each project

      No reductions in coverage off standard ISO forms for Contractual Liability

   b. Automobile Liability

      Owned, Hired and Non-owned Autos (Symbol “1” on Business Auto Politics)

      Combined Single Limit for Bodily Injury and Property Damage $1,000,000 each occurrence

   c. Excess “Umbrella” Liability

      $2,000,000 each occurrence and aggregate on a follow-form basis

   d. Workers Compensation, Employer’s Liability and NYS Disability Insurance Statutory coverage for all covered employees

   e. Professional Errors and Omissions Insurance for Consultants and Professional Service Providers

      $2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of the of the consultant/provider performed under the contract for the municipality. 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

   f. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/02) must be included with the certificates of insurance
2. All insurance carriers providing the above coverages for the Contractor must also be licensed to do so in New York State. All such carriers must be rated no lower than “B+” by the most recent Best’s Key Rating Guide or must be otherwise acceptable to the County. The decision to accept an insurer rests solely with the County.

3. Herkimer County and its officers, employees and agents must be named as Additional Insured, on a primary and non-contributory basis under all policies listed in (a), (c) and (e) above in connection with the services being rendered. Additional insured status shall be provided with endorsements granting coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the County.

4. It is expressly understood and agreed by the contractor that the insurance requirements specified above contemplate the use of occurrence liability forms.