

**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following:

Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775
(Bidders should be aware the specific covid-19 provisions contained within the bidding documents that may affect timeframes for commencement and completion of proposed work and same should be part of the bid proposal consideration.)

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Thursday May 21, 2020 at which date and hour all bids shall be publicly opened and read.

By Order of the Thompson Town Board
4052 Route 42, Monticello, New York
Dated: May 05, 2020
Marilee J. Calhoun
Town Clerk

Town of Thompson

William J. Rieber, Jr.
Town Supervisor

4052 Route 42
Monticello, N.Y. 12701
Telephone (845)794-2500
Fax (845) 794-8600

Town Board Members
Scott Mace, Deputy Supervisor
Ryan Schock
John Pavese
Melinda Meddaugh

Date: May 8, 2020

Re: Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775

The Town of Thompson is requesting bids for Asbestos Abatement at 15 Jened Drive, Rock Hill NY 12775 as outlined within, located at the Town of Thompson Town Hall, 4052 State Route 42, Monticello, NY 12701.

The general scope of the work involves asbestos abatement and regulated waste disposal of the following materials at the listed location/buildings.

COVID-19 Construction Standards

All work must comply with the 2015 International Building Code, The contractor is responsible for actual measurements.

All work must be completed by **August 15, 2020**.

For questions and to obtain access to the Asbestos Abatement report please contact Glenn

Somers: Cell phone: 845.798.0571 or email: gsomers@townofthompson.com.

Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775

Bid Sheet

Company: _____

Contact Name: _____

Address: _____

Telephone -----

Email: _____

Total Bid:

Proposal Amount: _____ (figures)

_____ dollars and _____ cents

Item 1. Structure #4: Removal and disposal of approximately 4,000 square feet ACM tile (no mastic) located at the first floor.

Proposal Amount: _____ (figures)

_____ dollars and _____ cents

Item 2. Structure #2a: Removal and disposal of approximately 25 linear feet ACM window glazing (5 windows) located at the exterior.

Proposal Amount: _____ (figures)

_____ dollars and _____ cents

Item 3. Structure #3: Removal and disposal of approximately 250 linear feet ACM window glazing (35 windows) and approximately 185 square feet ACM roofing (4 roofs) located at the exterior awning/entranceways.

Proposal Amount: _____ (figures)

_____ dollar and _____ cents

Item 4. Structure #10: Removal and disposal of approximately 65 linear feet ACM window glazing (8 windows) located at the exterior.

Proposal Amount: _____ (figures)

_____ dollars and _____ cents

Item 5. Structure #11: Removal and disposal of approximately 40 linear feet AMC window glazing (5 windows) located at the exterior.

Proposal Amount: _____ (figures)

_____ dollars and _____ cents

Item 6. Structure #12: Removal and disposal of approximately 120 linear feet ACM window glazing (15 windows) located at the exterior and approximately 600 square feet ACM floor tile (no mastic) located at the first floor.

Proposal Amount: _____ (figures)
_____ dollars and _____ cents

Item 7. Structure #13: Removal and disposal of approximately 105 linear feet ACM window glazing (13 windows) located at the exterior and approximately 600 square feet ACM tile (no mastic) located at the first floor.

Proposal Amount: _____ (figures)
_____ dollars and _____ cents

Item 8. Structure #14: Removal and disposal of approximately 105 linear feet ACM window glazing (13 windows) located at the exterior.

Proposal Amount: _____ (figures)
_____ dollar and _____ cents

Item 9. Structure #18: Removal and disposal of approximately 80 linear feet ACM window glazing (10 windows) located at the exterior.

Proposal Amount: _____ (figures)
_____ dollar and _____ cents

Item 10. Structure #19: Removal and disposal of approximately 260 square feet ACM roofing and approximately 75 linear feet window glazing (9 windows) located at the exterior.

Proposal Amount: _____ (figures)
_____ dollar and _____ cents

Authorized Signature: _____

Print Name: _____

Date: _____

Scope of Work

The Town of Thompson is requesting bids for Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775

The general scope of the work involves the removal and disposal of ACM windows, ACM roofs and ACM tile.

Electric has already been disconnected from all the buildings that need to be removed.

Asbestos survey has been conducted in October 2019 and is available upon request.

Bidder is Responsible for filling NYSDOL notifications and variances with regulatory agencies. OSHA workers monitoring will be conducted during all abatement activities.

Structure #4: Removal and disposal of approximately 4,000 square feet ACM tile (no mastic) located at the first floor.

Structure #2a: Removal and disposal of approximately 25 linear feet ACM window glazing (5 windows) located at the exterior.

Structure #3: Removal and disposal of approximately 250 linear feet ACM window glazing (35 windows) and approximately 185 square feet ACM roofing (4 roofs) located at the exterior awning/entranceway.

Structure #10: Removal and disposal of approximately 65 linear feet ACM window glazing (8 windows) located at the exterior.

Structure #11: Removal and disposal of approximately 40 linear feet ACM window glazing (5 windows) located at the exterior.

Structure #12: Removal and disposal of approximately 120 linear feet ACM window glazing (15 windows) located at the exterior and approximately 600 square feet ACM floor tile (no mastic) located on the first floor.

Structure #13: Removal and disposal of approximately 105 linear feet ACM window glazing (13 windows) located at the exterior and approximately 600 square feet ACM floor tile (no mastic) located at the first floor.

Structure #14: Removal and disposal of approximately 105 linear feet ACM window glazing (13 windows) located at the exterior.

Structure #18: Removal and disposal of approximately 80 linear feet ACM window glazing (10 windows) located at the exterior.

Structure #19: Removal and disposal of approximately 260 square feet ACM roofing and approximately 75 linear feet window glazing (9 windows) located at the exterior.

Buildings where air monitoring will be required. Along with this, for the buildings that will require a visual clearance and individual clearance the **Town of Thompson will be responsible for this phase of the project and will hire a third party to oversee the air monitoring required by the New York State.**

TOWN OF THOMPSON

4052 ROUTE 42 - TOWN HALL
Monticello, New York 12701
845-794-2500

COMPETITIVE BID PACKAGE

Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY
12775

INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
BIDDER PROPOSAL

WILLIAM J. RIEBER
Supervisor

MICHAEL B. MEDNICK
Attorney for the Town

The enclosed Instructions to Bidders, Specifications and Bidder's Proposal are forms upon which the Town of Thompson accepts competitive bids pursuant to the provisions of the General Municipal Law. As a bidder you are expected to know and understand the terms and conditions contained in this package. Your failure to comply with the terms and conditions upon which bids are accepted may result in disqualification of your bid. Be certain of the time when your bid must be submitted.

This is a bid prepared for:

- Town-wide
- Department of
- More than one department

GENERAL CONDITIONS

SUBMITTAL OF PROPOSAL: All bids shall be made upon and in accordance with the forms, which contain these instructions to bidders and the specifications, which shall be available from the Town Clerk. Bids must be submitted in sealed envelopes addressed to the Town Clerk, Town of Thompson Town Hall, 4052 Route 42, Monticello, NY 12701, and must be received prior to **2:00 pm on May 21, 2020**. Envelopes should be identified as "Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775" and shall bear upon the face thereof the name and address of the bidder.

CERTIFICATE OF NON-COLLUSION: Attention of the bidders is particularly called to Section 103-d of the General Municipal Law of the State of New York on Non-Collusive Bidding. 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 the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of 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 prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

OWNER'S RIGHTS RESERVED: The Town of Thompson reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal in the interest of the Town. The Town reserves the right to award the work as described or any portion of the work, whichever best suits its needs.

CONTRACT PERIOD: All work must be completed by August 15, 2020. Requests for extensions must be made in writing and sent to the Town of Thompson building department for approval. The Town of Thompson reserves the right to extend the time frames for an extended construction project completion due to NY state Covid-19 guidelines which restrict the time period that construction are allowed to work. In such a situation ALL BIDDERS acknowledge this possible situation and will be prepared to honor any accepted bid within such responsible time frames pursuant to such potential delays

PROJECT CONDITIONS: All work must comply with the 2015 International Building Code. The attached sketch is for informational purposes only. The bidder is responsible for actual square feet. Contractors are expected to maintain a safe, clean and orderly work area, with daily clean up to be performed. Contractors will be responsible for providing their own on-site equipment and material storage facilities, if so required, with the location to be acceptable to the Town.

COVID-19 ADDENDUM: Covid-19 poses a number of different challenges for project execution. State law may provide parties with relief from the performance of their contractual obligations or additional time entitlements on projects where unforeseeable events may occur, such relief in itself is of limited use in ensuring the project gets completed on time. This clause is subject to any and all additional directives and or guidance from any state mandates or executive orders from the governor or other state agency that effects construction contracts as a result of the Covid-19 pandemic.

PREVAILING WAGE: All contractors and any subcontractors to the Town of Thompson shall be required to pay the prevailing rate of wage to all workers under a public works contract and to provide proof that they comply with the NY Department of Labor prevailing wage statute for general construction rates in Sullivan County for their employees. The Town shall, at a minimum require a statement from any prospective vendor that they comply with the prevailing wage statute for employees involved in the removal of asbestos. Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775 and shall provide to the Town Comptroller certified payroll records which confirm compliance with the NY Department of Labor prevailing wage statute, and shall cooperate and provide any other documentation required by the town comptroller pursuant to this section as maybe demanded by the NY

State Department of Labor.

INSURANCE: The bidder shall provide an insurance policy with the Town of Thompson named as an additional insured for the sum not less than \$1,000,000 Public Liability coverage and \$1,000,000 Property Damage coverage and Workers Compensation and Disability Benefits, insurance covering employees of the contractor as required by law.

IDEMNIFICATION: The bidder shall defend, indemnify, and hold harmless the Town of Thompson against any claims made against the Town of Thompson for the bidder's improper, illegal, or negligent handling or disposal of the materials herein. All debris must be brought to the landfill.

TAXES: Purchases by the Town of Thompson for its use are not subject to any sales, use or federal excise taxes and the price submitted shall be exclusive of federal and state taxes. Exemption certificates will be executed upon request and payment.

AWARD: Award of the bid shall be made by the appropriate officer of the Town of Thompson. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of the Town of Thompson. Failure on the part of the successful bidder to comply with all terms of the contract and specification as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the contract. The Town of Thompson or department awarding the bid reserves the right to waive any formalities or reject any and all bids, or to accept any bid which it deems in the best interests of the Town of Thompson. Upon town board resolution the successful bidder shall be notified and shall have 30 days to execute a contract containing the terms of their submitted and accepted bid packet. All contracts shall also contain and be the subject to the terms contained in the Town of Thompson standard contract rider which is attached to this bid packet. Failure to enter into a contract with the town within the provided time frame shall constitute a default under the bid conditions and shall be subject to recommendation as deemed appropriate by the Town of Thompson.

BIDDERS QUALIFICATION: The Town reserves the right to request references or any additional information deemed necessary to review his/her experience in constructing the type of improvements embraced in this project.

SUBMISSION AND OPENING OF BIDS: Bids for consideration must be submitted to the above address or be in the possession of the Town Clerk not later than **2:00pm on Thursday May 21, 2020** at which time the bids will be publicly opened and read.

No bid may be withdrawn by any bidder for a period of 45 days from the date of bid opening.

CONTRACTOR REQUESTS FOR PAYMENTS: The contractor may provide a single complete, request for payment to the owner at the satisfactory completion of the project. The Town reserves the right to suspend processing of the contractor's request for payment until all required information is provided including certified payrolls. The contractor has the option of requesting an interim payment request in addition to the final request, if work progresses and an interim payment is warranted within the contract period.

RE: NOTICE TO BIDDERS:

Attached you will please find a copy of the Town of Thompson Bid Specifications For:

Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775

Your bid is due no later than 2:00 P.M. on the 21 day of May and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Town of Thompson Asbestos Abatement at 15 Jened Drive, Rock Hill, NY 12775**

If you have any questions regarding the Bid Specifications, please feel free to contact Glenn Somers at 845.798.0571.

Thanking you in advance for your participation in this bid.

TOWN OF THOMPSON
STANDARD CONTRACT RIDER

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. DEFINITIONS: Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

- i. "Town" shall mean Town of Thompson.
- ii. "Board" shall mean the Town Board of the Town.
- iii. "Supervisor" shall mean Town Supervisor.
- iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
- v. "State" shall mean the State of New York.
- vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
- vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2. REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:

- i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
- vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
- vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
- viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made

TOWN OF THOMPSON
STANDARD CONTRACT RIDER

which are not as stated in this paragraph.

- ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.

3. **PAYMENTS:** The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.

- i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii. Payment shall be made to the Vendor after approval of said voucher by the Town.
- iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.

4. **APPROPRIATIONS:** If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.

5. **PERFORMANCE OF THIS CONTRACT:** The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.

6. **SINGLE AUDIT PROVISIONS:** If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. MONITORING OF PERFORMANCE: The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. NON-DISCRIMINATION:

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. **WORKER'S COMPENSATION** and **DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.

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13. EVENTS OF DEFAULT: The following events shall constitute an event of default:
- i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
 - ii. The failure of the Vendor to perform any term, provision or covenant of this contract.
 - iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
 - iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
 - v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
 - vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
 - vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
 - viii. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.
14. REMEDIES:
- i. If the Vendor shall be in default under this contract, the Town at its option may:
 - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
 - (4) Take any other action to protect the interest of the Town.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
 - (6) The remedies provided to the Town are cumulative.
 - ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.

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iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

15. NOTICES: Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

16. BINDING NATURE: This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.

17. AMENDMENT: This contract may be modified only in writing.

18. ADDITIONAL RIDERS AND APPENDICES: Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.

19. FACSIMILE SIGNATURES AND TRANSMISSION: This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.

20. SECTOR BIDDER: Is responsible for all costs and permits and must follow the department of health regulations, Selected bidder is responsible for paying all subcontractors in this project and must provide all prevailing wage documents to the Town of Thompson before they release payment.