

## **TOWN OF MONROE, NEW YORK**

### **REQUEST FOR PROPOSALS**

The Town of Monroe (“Town”) seeks proposals from vendors to assist the Town in conducting a **Solid Waste Management Shared Services Study**.

The purpose of this Request for Proposals is to ascertain those qualified individuals or entities for the Project. Any interested person or entity desiring to provide such services shall submit a proposal according to the instructions contained herein. Proposals will be judged against the requirements, specifications, and preferences contained in this RFP.

Copies can be obtained on the Town of Monroe Website on the Home Page at [www.monroeny.org](http://www.monroeny.org) or you can call the Town Clerk’s Office at 845-783-1900 x102.

All entities or individuals interested in responding to this Request for Proposals should complete and submit a notarized original of the attached Proposal setting forth the required information and delivering the documents to the Town of Monroe, 1465 Orange Turnpike, Monroe, New York 10950 Attention Mary Ellen Beams, Town Clerk on or before 2:00pm September 21, 2020. The Town Board will evaluate the Proposals and will make a determination based upon the experience and qualifications of the respondents and approach to services.

All submissions must be by certified mail, return receipt requested to the address and attention of the individual set forth above. Any and all responses to this Request for Proposals the date above may be rejected. Failure to meet any requirement set forth herein or subsequently determined or to provide the complete information required may disqualify the respondent from consideration. The Town solely in its discretion reserves the right to determine who are qualified persons or entities to complete the services needed. The Town may request additional information about any respondent’s qualifications.

The Request for Proposals, the plans and the Scope of Work stated herein are subject to change at the discretion of the Town.

**By Order of the Town Clerk  
Of the Town of Monroe**

**Mary Ellen Beams**

## SCOPE OF WORK

Project Name: Solid Waste Management Shared Services Study  
Contract Period: January 1, 2020 to December 31, 2024  
Award: \$25,000.00

**Provide an overview of the project including goals, tasks, desired outcomes and performance measures:**

The Town of Monroe will conduct a Solid Waste Management Shared Services Study with the Village of Monroe. The Study will help identify functional deficiencies that can be improved through shared services and/or consolidation. The Study will review all refuse and recycling operations locally, identify existing issues, review costs, and recommend regional solutions. The report will recommend specific actions to provide cost-savings and increase the collection of recyclable materials. The project partners are Town of Monroe and the Village of Monroe.

The Solid Waste Management Shared Services Study will help to:

- a) Enhance refuse and recycling services
- b) Increase the efficiency of collection and service delivery (waste screening, public use)
- c) Reduce the cost of transporting waste to disposal facilities
- d) Increase interagency cooperation
- e) Reduce duplication of services
- f) Eliminate multiple layers of government
- g) Improve agency accountability
- h) Encourage multi-purpose agencies

Both governments have differing approaches and costs to refuse and recycling operations. As such, they are collectively interested in reviewing best practices that will help them save taxpayer money and improve the area's solid waste management system. The Study is critical to residents, and the health of the environment. The proposed timeline below represents the anticipated scheduled of action items related to this project:

Anticipated Project Award Date:	12/15/2019
Execution of Grant Agreement:	1/15/2020
Review and Finalization of Bid Specifications:	3/1/2020
Completion of Public Bidding and Selection of Planning Consultant:	4/1/2020
Completion of Planning Report:	11/30/2020
Grant Closeout:	12/31/2020

The resulting report will involve three phased evaluations. They include:

1. Data Collection

The project partners will direct the consultant to evaluate the functionality and cost of all local solid waste collection operations in place.

## 2. Evaluation of Efficiency and Consolidation Alternatives

The consultant will evaluate ways for the municipalities to improve their solid waste management operations through consolidation and other methods of shared services. Alternative approaches to contractual obligations, gaps in service, collection and overall solid waste management will be offered for consideration.

## 3. Financial Evaluation

The consultant will analyze each local government's operating budget and service model to outline estimated costs associated with recommended efficiency and consolidation actions.

The project will serve to evaluate ways to increase the efficiency of solid waste management in the Town of Monroe. The resulting plan will identify actions that will serve to improve the efficiency of each local government's operations and save taxpayer dollars. Expected benefits of the resulting actions may include:

- Reducing overall truck traffic by consolidating smaller loads into larger vehicles
- Reducing disposal fees
- The identification of sustainable disposal methods
- A reduction in air pollution, fuel consumption, and road wear by consolidating trash
- Enabling the screening of waste
- Increasing the volume of recyclable materials collected
- Reducing traffic by using fewer vehicles
- Offering the public direct opportunities to drop off waste and recyclables
- Significant cost-savings and resulting taxpayer relief

The Town of Monroe will execute the grant agreement, and attorneys for the project partners will work together to execute any Intermunicipal agreements.

## Finalize Bid Specifications, Public Bidding, Choose Consultant

The project partners will host a meeting to kick-off the project and establish a firm schedule with the contractor. Expectations will also be set for the development and submission of progress reports and project management. Site visits will be scheduled with each project partner to facilitate the review of solid waste management processes and operations.

The project partners will direct the contracted consultant to evaluate the functionality and cost of all local solid waste collection operations in place.

The consultant will evaluate ways for the municipalities to improve their solid waste management operations through consolidation and other methods of shared services. Alternative

approaches to contractual obligations, gaps in service, collection and overall solid waste management will be offered for consideration.

The consultant will analyze each local government’s operating budget and service model outline costs associated with recommended efficiency and consolidation actions.

The Town of Monroe, with the support of the consultant, will file all requisite activity reports.

The Town of Monroe will submit financial reports and associated documentation to ensure timely and efficiency reimbursement in line with program guidelines.

Project partners and NYSDOS will receive a copy of the draft report from the contracted consultant, edit, and provide final approval.

Project partners will identify most cost-effective action for implementation in 2021

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (IF APPLICABLE)	TASKS	PERFORMANCE MEASURES
1: Solid Waste Management Efficiency Study	Contractual	<ul style="list-style-type: none"> <li>a. Review and Finalization of Bid Specifications</li> <li>b. Completion of Public Bidding and Selection of Planning Consultant</li> <li>c. Information collection and analysis</li> <li>d. Evaluation of efficiency and Consolidation Alternatives</li> <li>e. Financial Evaluation</li> <li>f. Public Hearing</li> </ul>	<ul style="list-style-type: none"> <li>i RFP</li> <li>ii Award contract</li> <li>iii Develop Draft Solid Waste Management Efficiency Study</li> <li>iv Resolution to adopt Draft Study</li> <li>v Final Solid Waste Management Efficiency Study</li> <li>vi Resolution to Adopt Final Study</li> </ul>

## **SELECTION CRITERIA**

### **Minimum Qualification Requirements:**

## **SUBMISSION OF PROPOSALS**

One (1) original and seven (7) copies of each application and supporting documentation shall be submitted to the Town on or before September 21, 2020 at 2:00 o'clock p.m. The original application must be signed by an authorized representative of the Respondent and be submitted on the official letterhead of the contractor.

- A. A completed statement of the Respondent's organization, principal officers and principal offices.
- B. A complete statement of any municipal experience of the Respondent. List significant services involved in within the last five years.
- C. A complete statement of the qualifications of the persons to perform the work.
- D. A complete statement with respect to the experience of the firm in performing services described in the Scope of Work.
- E. Proof that it is properly insured in the amount required by the Town Board.
- F. Evidence of procurement opportunity through State Contract, Preferred Source, Sole Source or M/WBE vendor status

## **CONTACT FOR QUESTIONS**

Questions may be sent, prior to the due date for proposal submission, to:

Town of Monroe  
1465 Orange Turnpike  
Monroe, NY 10950  
Attn: Mary Ellen Beams  
(845) 783-1900  
(845) 782-5597 (Fax)  
[maryellen@monroeny.org](mailto:maryellen@monroeny.org)

## **TERMS AND CONDITIONS**

This RFP is subject to the specific conditions, terms and limitations stated below:

A. Any work shall be made to conform to, and be subject to, the provisions of the Town, and all other applicable laws, rules, regulations and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.

B. The Town is not obligated to pay, nor shall it in fact pay any losses incurred by any Respondent, including the cost of responding to this RFP, at any time. All costs incurred in connection with responding to this RFP and any subsequent RFP will be borne solely by the Respondent.

C. The Town reserves its right to reject at any time any or all submissions and/or withdraw this RFP in whole or in part, to negotiate with one or more qualified Respondent. Likewise, the Town reserves its right, at any time, to waive compliance with, or change any of the terms and conditions of this RFP and to entertain modifications and additions to the applications of the qualified Respondent.

D. Selection of a Respondent will not create any rights on the Respondent's part, including without limitation, rights of enforcement, equity or reimbursement.

E. This RFP and any agreement or documents resulting there from are subject to all applicable laws, rules and regulations promulgated by any federal, state or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

F. This RFP does not represent any obligation or agreement on the part of the Town which may only be incurred or entered into by written agreement which has been (i) approved as to form by the Town; (ii) approved by the Town Board of Members; and (iii) duly executed by the Respondent and the Town. This RFP does not represent any obligation or agreement on the part of the Town, which may only be incurred or entered into by written agreement which has been executed by a Town official with delegated authority for such action.

G. Respondent will disclose all direct and indirect, actual or potential conflicts of interest it or any of Respondent's personnel may have with the Town. Respondent agrees to promptly inform the Town in writing of any direct or indirect conflicts of interest at any time. A "direct or indirect conflict" is defined as any situation in which an individual has or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the Town whether because of a proposed contract or transaction to which the Town may be a party to or may have an interested in or is under consideration, or whether such conflict is purely conceptual because of similarity of business interests of affairs.

H. All materials submitted in response to this RFP shall become the property of the Town and shall not be returned to the Respondent.



I. No verbal agreement or conversation made or had at any time with any director, officer, agent, attorney or employee of the Town nor any oral representation by such party shall add to, detract from, affect or modify the terms of the RFP, unless specifically included in a written addendum issued by the Town.

J. Elaborate statements of proposals are discouraged. Legibility, clarity and completeness are essential.

K. All inquiries regarding this RFP shall be directed in writing to the Town Clerk at the address set forth on the front page of the document.

L. Similarly, Respondents are discouraged from contacting the Town officials to discuss issues raised by this RFP. Such inquiries should be directed in writing to the Town Clerk at the address set forth on the front page of the document.

M. This RFP does not commit the Town or any other entity to issue any other document or make any award.

N. This RFP is not intended and shall not be construed to commit the Town to procure or to contract for any services.

O.T The Town reserves its right to negotiate an Agreement with any Respondent to this RFP for the services sought by the Town without issuing any RFP.

P. The Town reserves its right to eliminate any Respondent who submits incomplete, inaccurate or inadequate responses or is not responsive to the requirements of this RFP.

Q. The Town solely in its discretion reserves the right to determine Respondents who are qualified.

R. The Town may qualify Respondents or accept proposals from those whose responses contain immaterial deviations from this RFP.

S. The Town reserves its right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information, or to withdraw this RFP at any time.

T. The Town may in its discretion, waive any provision herein as it deems in the best interests of the project and/or of the Town.

U. The Town shall pay the respondent in accordance with the amount set forth in the bid. Bills shall be audited at the Town Board meeting next following their submissions.

V. The respondent shall obtain liability insurance from an insurance company authorized to do business in the state of New York. Said insurance shall include comprehensive general liability insurance; property damage insurance; and statutory worker's compensation

insurance and disability insurance. The Town shall be named as an additionally insured on said policy or policies. The respondent shall provide to the Town an insurance endorsement and certificate of insurance demonstrating that the Town is named as an additionally insured and containing a provision that the Town shall receive written notice of any modification, suspension, or cancellation of insurance coverage at least 30 days prior thereto and further providing that without such notice, such modification suspension or cancellation shall be ineffective.

W. It is expressly called to the respondent's attention that proposals are to be complete in all respects as regards to materials, equipment or work to be furnished for the Project and that no extras of any kind be allowed.

## REPRESENTATIONS BY RESPONDENT

By responding to this RFP, each Respondent will be deemed to represent, acknowledge and consent to the Town that it has read all of the provisions of this RFP and fully understands its contents.

Has any Principal, Officer or Agent identified in this questionnaire, or any organization in which the Principal is or was a general partner, corporate officer, member or employee, or owned more than 20% of the entity been the subject of any of the following:

	Yes	No
1. Default on any contract obligation or agreement of any kind or nature entered into with the Town or one of its departments?	_____	_____
2. In the past five (5) years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any governmental agency?	_____	_____
3. In the last seven (7) years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?	_____	_____
4. In the last five (5) years, failed to file any required tax returns or failed to pay any applicable Federal, State of New York or Town taxes or other charges?	_____	_____
5. Been convicted of fraud, bribery, tax evasion or larceny?	_____	_____

***If the answer to any questions is yes, provide the following information in a separate attachment about each instance: name of Principal; names of organizations, or corporations; Principal's status in the organization (e.g. officer); date of the action; and current status or disposition.***

**CERTIFICATE OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law § 103-g, which generally prohibits the Town of Monroe from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

*[Please Check One]*

**BIDDER’S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
  
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, New York \_\_\_\_\_, 2020

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 2020

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

## STATEMENT OF NON-COLLUSION

Section 103-d “Statement of Non-Collusion in Bid(s) or Bid(s) to political subdivisions of the State”

Every Bid or Bid (hereinafter “Bid” and “bidder”) hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

(a) 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 thereof certifies as to its own organization, under penalty of perjury, that to the best of his/her own 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 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 the bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

(b) A Bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the Bid is made, of his/her/its designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication or new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).



**AFFIDAVIT OF COMPLIANCE WITH  
NEW YORK ANTI-SEXUAL HARASSMENT LAWS**

State of New York                    )  
  ) ss.:  
County of \_\_\_\_\_                )

I, \_\_\_\_\_ of the (Town, Village, City) of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath, depose and say that:

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ the bidder making the Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees, and made with the full knowledge that the Owner relies upon the truth of the statements herein. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. I further agree and attest that I will also comply with the provisions of the Owner's Anti-Sexual Harassment Policy (as applicable)

\_\_\_\_\_  
Name of Contractor

Subscribed and sworn to

\_\_\_\_\_  
(Also type or print name and title of  
affiant under signature)

before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2020

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

My commission expires \_\_\_\_\_, 20\_\_

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between THE TOWN OF MONROE, a municipal corporation, hereinafter referred to as "Town," and \_\_\_\_\_, hereinafter referred to as "Consultant."

1.0 **Services.** Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Work" attached to and incorporated into this Agreement as Exhibit "A."

2.0 **Term of Agreement.** The term of this Agreement shall commence on the effective date pursuant to Section \_\_\_ of this Agreement. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

3.0 **Payment For Services.** Town shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."

4.0 **Time For Performance.** Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Section 7 of this Agreement; and, (b) Town gives Consultant a written and signed Notice to Proceed.

5.0 **Designated Representative(S).** \_\_\_\_\_ shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Town. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.

6.0 **Indemnity For Professional Liability:** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Town and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

**Indemnity For Other Than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or



Agency for Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

7.0 **Insurance.** Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."

8.0 **Independent Contractor Status.** Town and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with Town. Consultant is not an agent or employee of Town, and is not entitled to participate in any pension plan, insurance, bonus, workers' compensation or similar benefits Town provides for its employees. Consultant shall be responsible to pay and hold Town harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

9.0 **Non-Appropriate of Funds.** Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of Town. In the event Town has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

10.0 **Assignment.** This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of Town shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

11.0 **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. Town shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

12.0 **Ownership of Consultant's Work Product.** Town shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by Town. Such work product shall be transmitted to Town within ten (10) days after a written request. Consultant may retain copies of such products. All written documents shall be provided to Town in digital and in hard copy form.

13.0 **Notices.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Town:                   Town of Monroe  
                                  1465 Orange Turnpike  
                                  Monroe, New York 10950  
                                  Attn: Town Supervisor

To Consultant:

14.0 **Taxpayer Identification Number.** Consultant shall provide Town with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

15.0 **Permits And Licenses.** Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16.0 **Applicable Laws, Codes, and Regulations.** Consultant shall perform all work in accordance with all applicable laws, codes, and regulations required by all authorities having jurisdiction over such work. Consultant expressly agrees to the terms and conditions set forth in the Town Standard Contract Clauses, which are attached hereto as Exhibit D and incorporated herein as if set forth in full.

17.0 **Non-Discrimination Requirements.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.

18.0 **Right to Utilize Others.** Town reserves the right to utilize others to perform work similar to the services provided hereunder.

19.0 **Modification of Agreement.** This Agreement may not be modified, nor may any of the terms, provisions, or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

20.0 **Waiver.** If at any time one party shall waive any term, provision, or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

21.0 **Covenants and Conditions.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

22.0 **Right to Terminate.** Town may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days (30-days) written notice.

23.0 **Effect of Termination.** Upon termination as stated in Section 22 of this Agreement, Town shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need to be compensated only to the extent required by law.

24.0 **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of New York. If litigation arises out of this Agreement, then venue shall be in the Supreme Court of the State of New York.

25.0 **Litigation Fees.** If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

26.0 **Integrated Agreement.** This Agreement represents the entire Agreement between Town and Consultant regarding the subject matter hereof, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and insure to the benefit of the parties of this Agreement, and any subsequent successors and assigns.

27.0 **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.0 **Effective Date.** The effective date of this agreement is the date it is signed on behalf of the Town.

29.0 **Authority to Enter Into Agreement.** The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each has taken all actions required by law to approve the execution of this Agreement.

CONSULTANT

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

EXHIBIT A  
SCOPE OF WORK

## EXHIBIT B

### SCHEDULE OF COMPENSATION

1. **METHOD OF PAYMENT.** Payment for all work performed by Consultant pursuant to the terms of this Agreement shall be made on the basis of per task costs set forth in the Consultant's proposal.
2. **ADDITIONAL FEES.** Any remaining fees not previously detailed in the above as agreed to by the Town.
3. **BILLING.** At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the Town. The invoice submitted pursuant to this paragraph shall show the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as Town may reasonably require.
4. **TIME OF PAYMENT.** Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by Town, in accordance with Town's normal demand procedure.
5. **MAXIMUM COMPENSATION.** Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed \$25,000.00 which amount includes all out-of-pocket expenses.

## EXHIBIT C

### A. Policy Requirements

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability (“CGL”) policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to Town’s self-insurance, commercial liability insurance, or any pooled risk arrangements;
  - b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
  - c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Consultant’s obligation to indemnify the Indemnitees as required under Paragraph 6 of this Agreement;
  - d. The Town, members of the Town Board, its boards and commissions, officers, agents, and employees will be named as an additional insured, which shall be provided to the Town and approved by Town Special Counsel.
2. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate “personal injury” alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.
  3. If the Agreement will have Consultant employees working within the Town limits, Consultant shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance. Consultant shall submit to the Town, along with the certificate of insurance, a waiver of subrogation in favor of the Town, its officers, agents, employees and volunteers.

### B. Waiver by Town

1. The Town may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to the Town are not such as to impose liability within the scope of that particular coverage.

### **C. Additional Insurance Requirements**

1. All insurance listed in Section A shall be issued by companies licensed to do business in the State of New York.
2. Consultant shall provide the Town with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required under Section A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. The Town may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice to Consultant.
4. If your insurance carrier charges an additional fee, you must include that amount in your project costs.