

TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS
CONTRACT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, by and between **TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS, ("TOWN")** and the party identified below as **CONTRACTOR** and effective as of the _____ day of 2017,

CONTRACT/P.O. NUMBER:

RESOLUTION No.

PROJECT NAME:

RFQ No.

CONTRACTOR:	TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS 45 BROAD STREET WESTERLY, RI 02891
CONTRACTOR REPRESENTATIVE: PHONE: E-MAIL:	TOWN/SCHOOL REPRESENTATIVE: PHONE: 401-348-2625 E-MAIL:

ARTICLE 1: ENGAGEMENT:

1.1 TOWN hereby engages and CONTRACTOR hereby accepts the engagement to perform and provide the Work set forth in Exhibit A hereof and incorporated herein, in accordance with the terms and conditions of this CONTRACT.

1.2 CONTRACTOR shall perform the Work as an independent Contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this CONTRACT. This CONTRACT is not intended, and shall not be construed to create, between TOWN and CONTRACTOR, the relationship of principal and agent, joint venture's, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent engaged by CONTRACTOR shall be, or shall be deemed to be, an employee or agent of TOWN.

1.3 This CONTRACT shall be construed and governed by the laws of the State of Rhode Island. CONTRACTOR represents that it is duly authorized to do business in all locations where the Work is to be performed, it has the knowledge, license, certification, capability and expertise to act as the CONTRACTOR and will evidence said authorization, license, certification and capability to TOWN upon request.

1.4 Prior to commencement of the Work, CONTRACTOR shall provide, and maintain in full force and effect during the term of this CONTRACT, the insurance coverage upon CONTRACTOR's operations hereunder as specified in the Exhibit C. CONTRACTOR shall not be allowed to commence the Work until the original insurance certificates required by Exhibit C have been furnished to TOWN Purchasing Agent.

ARTICLE 2: TIME OF PERFORMANCE:

2.1 CONTRACTOR shall prosecute and complete all Work under the CONTRACT in accordance with the schedule in Exhibit A.

ARTICLE 3: COMPENSATION/TERMS OF PAYMENT:

3.1 As full consideration for the complete, satisfactory and timely performance by CONTRACTOR of the Work contemplated by this CONTRACT in strict accordance with the requirements hereof, TOWN shall pay to CONTRACTOR the amount as agreed upon in Exhibit A and in accordance with the payment terms and conditions established by the CONTRACT Documents.

ARTICLE 4 : CONTRACT DOCUMENTS :

4.1 This CONTRACT shall consist of the following documents ("CONTRACT Documents") which are acknowledged by CONTRACTOR and incorporated herein by this reference:

- SCOPE OF WORK EXHIBIT A Pages 1 through 2**
- GENERAL CONDITIONS EXHIBIT B Pages 1 through 2**
- INSURANCE REQUIREMENTS EXHIBIT C Pages 1 through 2**

4.2 The documents referenced in sections 4.1 and 4.2 constitute the entire CONTRACT between TOWN and CONTRACTOR and supersede all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral. This CONTRACT may be modified only by a written instrument signed by both parties.

4.3 In the event of any inconsistency between the provisions of the CONTRACT Documents, the inconsistency shall be resolved by giving precedence in the order listed below.

- 4.4.1 CONTRACT Agreement
- 4.4.2 Exhibit D, General Conditions
- 4.4.3 Exhibit A, Scope of Work, Schedule of Services & Payments, including all Attachments.
- 4.4.4 _____

4.4 The Effective Date set forth on this page of this CONTRACT shall be the date as which all CONTRACT Documents and provisions thereof have reference for purposes of coordination of their meaning and effect. The price relates to the Work as described in the Contract Document in their condition on that date. Changes after the Effective Date will be dealt with in accordance with the provisions for changes. Any work commenced and any payments made pursuant to an Award or Letter

of Intent shall be deemed to have been done and paid after the Effective Date and under the terms of this CONTRACT.

Performance & Payment Bonds: Yes: No:

The CONTRACTOR shall furnish, within twenty (20) calendar days after the date of notice of award of contract by the TOWN, Performance and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract. The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the TOWN. The Bond will remain in effect throughout the warranty period.

TOTAL PAGES ATTACHED (INCLUDING EXHIBITS): 8

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date and year first above written.

**THE TOWN OF WESTERLY/
WESTERLY PUBLIC SCHOOLS**

CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title: _____
(Print)

Date: _____

Date: _____

TOWN MANAGER / SUPERINTENDENT

By: _____

Name: _____

Date: _____

SCOPE OF WORK, SCHEDULE OF SERVICES & PAYMET - EXHIBIT A

Article 1: SCOPE OF WORK

1.1 *Description:* Except as otherwise expressly provided herein, CONTRACTOR shall provide each and every item of cost and expense necessary for:

1.1.1 ENTER GENERAL SCOPE TITLE

1.2 *Specific Elements:* The Work shall include but shall not necessarily be limited to, the following:

1.2.1 ENTER DETAILED SCOPE DESCRIPTION

1.3 The Work shall not include:

1.3.1 ENTER WORK NOT INCLUDED OR MARK AS N/A....

Article 2: PERFORMANCE PERIOD/SCHEDULE

2.1 Term: CONTRACTOR shall commence the Work on **January 1, 2018**, and shall prosecute the Work diligently and shall complete all Work not later than **July 1 2018**. **Milestones:** Specific scheduling milestones and coordination requirements are as follows:

2.1.1

2.2 *Time of Essence:* Time is of the essence in the performance of this Work. CONTRACTOR shall make whatever adjustments in working hours, manpower, equipment, etc. deemed necessary to complete the Work in accordance with the term of the CONTRACT and the specific schedule requirements hereof.

2.3 *Construction Schedule:* Specific scheduling and coordination requirements are as follows:

2.3.1 CONTRACTOR shall prepare and submit to TOWN a Construction Schedule for review and acceptance on or before the 10th day after execution of this CONTRACT. The schedule shall be in conformance with the CONTRACT Documents and shall be in sufficient detail to be used as a basis to track the progress of the Work. TOWN and CONTRACTOR will review the proposed schedule. Any revisions resulting from this review shall be resubmitted to TOWN within 7 days.

2.3.2 CONTRACTOR shall also provide at the same time as the proposed Construction Schedule, a Schedule of Values of the Work upon which payments will be measured. The Schedule of Values will include quantities and proposed billing amounts of items aggregating the total CONTRACT price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

2.3.3 CONTRACTOR, in conjunction with TOWN's Project Manager, shall update the schedule at 2 week, or other intervals requested by TOWN

Article 3: REPORTING REQUIREMENTS

3.1 *Progress Report:* CONTRACTOR shall submit a monthly progress report comparing actual progress to planned progress and shall attend periodic progress review meetings.

Article 4: DATA REQUIREMENTS

4.1 *Submittals:*

4.1.1 CONTRACTOR shall prepare shop drawings, supply catalog cuts and provide all other pertinent literature for CONTRACTOR furnished materials and equipment. CONTRACTOR shall submit one (1) reproducible original and three (3) copies of this data to TOWN for review prior to any purchase or fabrication. If shop drawings show any deviation from the Work requirements, CONTRACTOR shall make specific mention of the deviations in its letter of transmittal.

Article 5: TOWN FURNISHED ITEMS

5.1 TOWN shall furnish and deliver, or cause to be delivered, to the Jobsite the following equipment, goods or material:

5.1.1

5.2 CONTRACTOR shall be responsible for receiving, unloading, unpacking, inspecting, verifying receipt, maintaining, protecting, and installing TOWN furnished items.

Article 6:

CONTRACT PRICE

6.1 TOWN agrees to pay CONTRACTOR for complete, satisfactory and timely performance of the Work, in strict accordance with the requirements hereof, the firm fixed price of \$ **\$0.00**.

INVOICES

6.2 CONTRACTOR's invoices must be submitted to TOWN for approval.

6.2.1 CONTRACTOR's invoices shall:

6.2.1 Reference the job name.

6.2.2 Reflect the CONTRACT Number/Purchase Order Number.

6.2.3 Be accompanied by other supporting documentation as TOWN may reasonably require.

PAYMENT SCHEDULE

6.3 Based upon invoices submitted by the CONTRACTOR in full conformity with the requirements of the contract and approved by the TOWN, the TOWN may make progress payments to the CONTRACT Price to the CONTRACTOR. The period covered by each invoice shall be the calendar month immediately preceding the invoice date and shall be based upon the most recent Schedule of Values.

6.4 Final payment, constituting the entire unpaid balance of the CONTRACT Price, shall be made by the TOWN to the CONTRACTOR, when the Work is fully performed in accordance with the requirements of the CONTRACT Documents, IF APPLICABLE and delivery of the following items to the TOWN:

6.4.1 Operation and maintenance manuals

6.4.2 Written warranties for equipment provided

6.4.3 As built drawings

6.4.4 Consent of surety to final payment

6.4.5 Applicable permits and certificates of inspection

6.5 If TOWN determines that the Work is substantially complete and that the amount of retained percentages is in excess of the amount considered by TOWN to be adequate for the protection of TOWN, TOWN may, at TOWN's sole discretion, release to the CONTRACTOR such excess amounts. Subject to the other terms and conditions of this CONTRACT, upon satisfactory completion of the Work hereunder, and its final acceptance, the CONTRACTOR will be paid the undisputed unpaid balance of any money due hereunder.

GENERAL CONDITIONS - EXHIBIT B

These General Conditions are a part of each CONTRACT between TOWN/SCHOOLS and its CONTRACTOR for the performance of the Work identified in the CONTRACT.

Article 1: CONTRACTOR'S OBLIGATIONS

1.1 CONTRACTOR is responsible for obtaining and confirming all measurements and taking all other actions necessary for the technical accuracy, quality and timely completion of the Work in full conformity with all laws, regulations, codes and ordinances and with the CONTRACT Documents. In addition, to ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any TOWN facility or site, and that they comply with such rules.

1.2 CONTRACTOR shall prosecute the Work diligently with sufficient numbers of qualified personnel, equipment, materials and supplies to accomplish the Work and maintain the schedule or restore the schedule. CONTRACTOR shall provide TOWN with a detailed schedule of performance and shall update the schedule as the Work progresses. TOWN shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of TOWN. TOWN shall have access always to the locations where Work is performed and to all of drawings, data specifications, calculations, documents, test results and specimens, models and other things related to the Work.

1.3 CONTRACTOR shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work except as specified, in the CONTRACT Documents, to be supplied by TOWN.

1.4 CONTRACTOR is solely responsible for the payment of, and shall require its lower tier CONTRACTORS to pay, all assessments benefits, and insurance premiums in connection with the Work.

1.5 CONTRACTOR is responsible for the health and safety of its employees and the employees of its lower tier CONTRACTORS. CONTRACTOR shall comply with all safety programs, practices or procedures, if any, established, recommended or required by TOWN, any governmental or quasi-governmental authorities. Compliance with any same shall not relieve CONTRACTOR of its responsibility described in the first sentence of this section.

1.6 CONTRACTOR shall be responsible for the security of the Work and shall take all reasonable precautions to prevent theft, loss and waste at the Jobsite.

1.7 CONTRACTOR shall always keep the premises and the vicinity of the Work free and clean of all debris and rubbish. If CONTRACTOR fails to commence cleanup within 24 hours of notice from TOWN of non-compliance, TOWN may commence cleanup without further notice to CONTRACTOR and deduct the cost of same from any amount due or to be due CONTRACTOR.

1.8 The CONTRACTOR shall be responsible to perform all work to cause the least inconvenience to the TOWN, and with proper consideration for the rights of other contractors and workmen. The CONTRACTOR shall be responsible for the resolution of all disputes between itself and other trades on the Site and shall be responsible for any cost, expense or delay resulting there from.

Article 2: COMMUNICATIONS & NOTICES

2.1 All of CONTRACTOR's correspondence or communication regarding this CONTRACT shall include TOWN's CONTRACT Number and Work Description, and shall be mailed or delivered to TOWN's Designated Representative.

2.2 Notices of changes, deficiencies, delays, claims or disputes shall be in writing delivered within 3 business days of occurrence or discovery of same, and shall furnish full information to the extent available. The party notified will acknowledge receipt by endorsement of a copy if requested or will otherwise confirm receipt in writing. Sufficient Notice shall be deemed to have been given if made by express courier or mailing via Registered or Certified Mail postage prepaid to the address shown on page 1 of this CONTRACT.

2.3 CONTRACTOR shall not use or release any advertisement, notice or publicity depicting or describing the Work, TOWN at any time, whether before, during or after completion of the Work, without the express prior written consent of the TOWN. No signs (except reasonably necessary warnings) shall be placed upon the Jobsite without TOWN's express prior written approval.

Article 3: CHANGES

3.1 TOWN may from time to time, by written order, and without

notice to any surety and without invalidating this CONTRACT, or any portion thereof, make changes in the Work, or the conditions under which it is to be performed, or may increase or decrease the services to be performed. The CONTRACTOR shall not make changes in the Work or its manner of performance without prior written authorization from TOWN. If such changes increase or decrease either the cost or time required to perform the Work set forth in this CONTRACT, then the parties will mutually agree upon an equitable adjustment to the price and/or the time to perform the Work under this CONTRACT. Any such modification to this CONTRACT shall be in writing, shall define the extent of the change, the price or basis of pricing the change, the impact of the change on the schedule, and shall be signed by both parties. CONTRACTOR acknowledges and agrees that it waives all right or claim for compensation for any additional or other work not specifically authorized in writing by TOWN's Designated Representative prior to the commencement of such work.

Article 4: DOCUMENTS

4.1 CONTRACTOR warrants that it has examined and reviewed the CONTRACT Documents and all other documents, schedules, drawings and data applicable to the Work and that CONTRACTOR is thoroughly familiar with the intent, scope and extent of the Work. Should any errors, omissions, defects or inconsistencies appear in such documents, CONTRACTOR shall notify TOWN within 3 business days of discovery and shall not proceed with the affected Work portion until it has brought same to the attention of TOWN and received a written interpretation or instruction from TOWN.

Article 5: INDEMNITY

5.1 The Contractor guarantees:

a. To save the TOWN, its agents and employees, harmless from any liability imposed upon the TOWN arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the town and State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

Article 6: SUSPENSION OF PERFORMANCE

6.1 TOWN may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time TOWN may elect. The time for completion shall be extended by a period equal to such suspension. TOWN shall not be liable for any damages, be they direct, consequential or otherwise, suffered by CONTRACTOR due to delays and suspensions. CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

Article 7: TERMINATION

7.1 TOWN may terminate this CONTRACT, in whole or in part, at any time, with or without cause and without serving prior notice. If this CONTRACT is so terminated, CONTRACTOR shall be paid for all services performed to the date of termination including, in the event the termination is not for cause, all reasonable termination expenses, but shall not be paid for Work not performed by CONTRACTOR. Any progress payments made to CONTRACTOR shall be credited toward any termination payment due. Such termination payment will constitute CONTRACTOR's full compensation to which it is entitled under this CONTRACT and CONTRACTOR waives any claim for damages, including loss of anticipated profits, arising out of such termination.

7.2 Upon receipt of a termination notice, CONTRACTOR shall: (a) promptly discontinue all services to the extent directed; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to TOWN all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by CONTRACTOR in performing this CONTRACT, whether completed or in progress.

7.3 In the event of any termination for cause, TOWN shall be

entitled to offset against any monies owed to CONTRACTOR all additional costs, expenses or charges incurred or paid by TOWN in connection with or arising out of such termination. If such additional amounts exceed the monies owed CONTRACTOR, CONTRACTOR agrees to pay to TOWN, within seven (7) days of demand, any such excess

7.4 In the event of any termination for cause, TOWN shall be entitled to take and use any materials, equipment, supplies or tools furnished by, or belonging to the CONTRACTOR located at the Jobsite.

Article 8: DISPUTES

8.1 All questions arising under this Agreement shall be resolved in the first instance by TOWN's Project Manager. No claim for additional compensation or extension of time shall be considered unless presented to TOWN's Project Manager in writing within ten (10) calendar days after the occurrence giving rise to the dispute. Any claim not satisfactorily resolved by TOWN's Project Manager in the first instance, and which is presented in writing within the time provided, may be appealed by notice in writing to TOWN's Designated Representative within ten (10) calendar days after the Project Manager's initial decision.

8.2 All claims, disputes and other matters in question which are left unresolved after compliance with the foregoing, arising out of or relating to this CONTRACT or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, may be litigated before any court of competent jurisdiction.

8.3 The CONTRACTOR shall carry on the Work and maintain the project schedule during any dispute proceedings, unless otherwise instructed by TOWN.

Article 9: ASSIGNMENT & CONTRACTS

9.1 CONTRACTOR's duties and obligations hereunder are personal and shall not be assignable or delegable by it in any manner. CONTRACTOR's rights and interest hereunder may not be assigned, pledged or otherwise encumbered without the prior written consent of TOWN.

9.2 CONTRACTOR shall not further CONTRACT any portion of the Work without TOWN's prior written consent. In any event, any Contracting by CONTRACTOR shall in no event relieve CONTRACTOR of its responsibilities, obligations or guaranties for such Contracted portions of the Work or anything arising out of such Contracting.

Article 10: PARTIAL USE OR OCCUPANCY

10.1 TOWN may use and occupy any portion of the Work. Such partial use or occupancy shall not imply an acceptance by TOWN of that or any other portion of the Work and shall not relieve CONTRACTOR of the obligation to complete all of the Work strictly in accordance with the CONTRACT.

Article 11: EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

11.1 Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension..

Article 12: WARRANTY

12.1 CONTRACTOR warrants that all materials, equipment and workmanship furnished by CONTRACTOR shall be new, merchantable and fit for the purposes intended by the CONTRACT and shall comply in all respects with the CONTRACT Documents and shall be free of defects for a period of one (1) year from the date of acceptance of the Work or such longer period required in the CONTRACT Documents and the TOWN may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

Article 13: INSURANCE

13.1 CONTRACTOR shall provide and maintain the insurance required by Exhibit C.

Article 14: HEADINGS AND SEVERABILITY

14.1 The headings in the CONTRACT, Exhibits and attachments thereto are for quick reference only and are not to be construed as a part of this CONTRACT.

14.2 If any provision of this CONTRACT is determined to be invalid under any applicable law, such decision shall not affect the remaining portion, which remaining portion shall continue in full force and effect as if it had been executed with the invalid portion eliminated.

Article 15: HAZARDOUS MATERIALS

15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or which is subject to statutory or regulatory requirements governing its handling, disposal or remediation. CONTRACTOR shall have the same obligations with respect to such Hazardous Materials within the scope of the Work as TOWN may have under the CONTRACT Documents or by law.

Article 16: FOREIGN CORPORATIONS

16.1 In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

Article 17: COLLUSION

17.1 Contractor warrants that he has not, directly or indirectly, entered any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the contract.

Article 18: PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

18.1 Contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Town for obtaining any contract or award issued by the Town. Contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the Town, except as shall have been expressly communicated to the Town Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Town of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

Article 19: PREVAILING WAGE REQUIREMENT

19.1 In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

Article 20: FORCE MAJEURE

20.1 All orders shall be filled by the CONTRACTOR with reasonable promptness, but the CONTRACTOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the CONTRACTOR and which by the exercise of reasonable diligence, the CONTRACTOR is unable to prevent.

Article 21: PRICING/FREIGHT

21.1 All pricing offered or extended to the TOWN is firm and fixed unless expressly provided for to the contrary. All prices shall be F.O.B. Destination with freight costs included.

Article 22: SAFETY/COMPLIANCE WITH LAWS

22.1 Supplier shall comply with all applicable federal, state, provincial and local laws, executive orders, rules and regulations during performance of this order, including but not limited to the Occupational Safety and Health Act of 1970, as amended ("OSHA"), Workplace Hazardous Materials Information System ("WHIMIS"), Toxic Substances Control Act as amended ("TSCA") Resource Conservation and Recover Act at 1976, as amended ("RCRA"), Clean Air Act of 1990, as amended, and Fair Labor Standards Act of 1938, as amended ("FLSA"). Supplier warrants that (1) all items sold or furnished under this order, including any packaging and labeling, will conform to and comply with OSHA standards and regulations, (ii) such items have been manufactured or furnished in accordance with the FLSA and regulations issued thereunder, and (iii) for each chemical product or product containing a chemical substance purchased under this order, Supplier shall furnish THE TOWN OF WESTERLY/WESTERLY PUBIC SCHOOLS a Material Safety Data Sheet ("MSDS") in conformance with applicable OSHA, WHIMIS, state, provincial and local requirements, unless a current MSDS has previously been submitted by Supplier to THE TOWN OF WESTERLY/WESTERLY PUBIC SCHOOLS.

EXHIBIT C - INSURANCE SPECIFICATIONS

Standard Insurance and Indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the Town/Schools a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Town/Schools to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town/Schools to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Town/Schools directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and

secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Town/Schools, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town/Schools and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town/Schools, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000	each
occurrence		
	\$2,000,000	each
occurrence if blasting is required		
	\$2,000,000	general
aggregate with dedicated limits per project site		
	\$2,000,000	products and
completed operations aggregate		
	\$1,000,000	personal and
advertising injury		

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined
single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation:
statutory limit
Employer's Liability: \$500,000 bodily injury for
each accident
\$500,000 bodily injury by
disease for each employee
\$500,000 bodily injury
disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per
occurrence/\$5,000,000
annual aggregate