Dutchess County Water and Wastewater Authority General Service Order less than or equal to \$10,000.00 in Value Standard Terms and Conditions

Shipping and Travel: Unless otherwise specified, Contractor is responsible for cost of shipping and/or travel to the designated Dutchess County Water and Wastewater Authority work site.

Security: Contractor is responsible for security at the work site.

Health and Safety: Contractor must have in force a health and safety program. Dutchess County Water and Wastewater Authority reserves the right to direct removal of Contractor's employees from any facility due to unsafe work practices or endangering others; or unsafe equipment, tools, or other working devices. All employees prior to entering a construction work site shall be certified as having attended a US DOL OSHA Approved 10 Hour Construction Worker Safety Training course.

<u>Taxes</u>: Dutchess County Water and Wastewater Authority is exempt from all local and New York State sales and use taxes. A tax exemption certificate will be provided upon request.

<u>Partial or Incomplete Work</u>: Contractor is alerted that payment will not be made for partial or incomplete work unless so stated in the General Service Order (GSO).

<u>Permits and Licenses</u>: Contractor by accepting this GSO order certifies that it has the appropriate permits, licenses or authorizations to perform the work as may be regulated by local, state or federal law or regulation.

<u>Payment</u>: A complete payment request received on or before the 5th of the month will be scheduled for payment by the 5th of the next month. A complete payment request is considered to contain a Dutchess County Water & Wastewater Authority Voucher with the Vendor sections completed and signed, the Contractor's invoice with appropriate documentation where required. Late or interest charges will not be accepted due to incomplete payment requests, or until after the next payment cycle that a complete payment request is received.

Employees: Contractor shall employ upon the work only individuals lawfully permitted to work in the United States of America.

Equal Opportunity Employment/Non-discrimination: This GSO is subject to Executive Law Article 15 and NYS Labor Law Section 220-e. The contractor agrees not to discriminate in the hiring and employment of personnel, or the selection of vendors or subcontractors associated with the work.

Insurance: Contractor shall obtain and keep in force the following limits of insurance coverage during the life of the work up to and until receipt of final payment.

General Liability: \$1,000,000.00 per occurrence, \$2,000,000.00 Aggregate

Automotive: \$1,000,000.00 combined single limit- If applicable Owner will request.

Workers Compensation N/A
Unemployment Insurance Statutory
Disability Benefits Insurance Statutory

Professional Liability, Errors & \$2,000,000.00 in aggregate for all professional services to Omissions Insurance be provided – **If applicable Owner will request.**

Prior to the start of the work, the Contractor must submit to Dutchess County Water and Wastewater Authority proof of the above insurance. The General Liability insurance shall name Dutchess County Water and Wastewater Authority as additionally insured.

This GSO contract and indemnification shall cover any and all work provided to the Dutchess County Water and Wastewater Authority for the period of service covered by said GSO.

Any Consultant based outside New York State must include the following statement on their certificate for Workers' Compensation Insurance: "This policy is extended to cover the insured's operation and locations while working in State of New York and benefits will be paid under the New York Workers' Compensation Law."

W-9 Form: The Vendor shall submit all forms required by Federal and State Tax Laws including IRS Form W-9 to the Authority at the time of acceptance of this purchase order.

Additional Services: No additional services may be performed under this GSO without written Authorization.