

SECTION 00570

AGREEMENT

This CONTRACT, in six (6) copies, made and entered into this 6th day of February, 2018 by and between the Town of New Hartford, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 48 Genesee Street, New Hartford, New York, 13413, hereinafter designated as "Owner", Party of the First Part,

and James Bray Paving, LLC

4456 Commercial Drive, Suite B
of New Hartford, New York 13413

County of Oneida State of New York

Hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Woodberry-Oxford Road Area Drainage Improvements.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

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Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

The contract price shall be based upon the New Hartford Bid dated
December 12, 2017. The cost in any event shall NOT EXCEED \$36,995.00.
Contractor to provide monthly applications for payment on or before
the 1st day of each month during performance of the work. Each
such application shall be subject to audit and review by the Town
and submitted for payment on approved Vouchers.

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Article 7. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

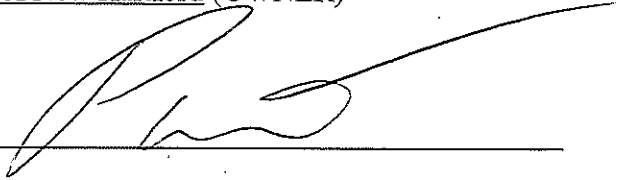
SECTION 00570

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IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in six (6) copies the day and year first above written.

Town of New Hartford (OWNER)

By:




(Seal)

CONTRACTOR

(Seal)

By:



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AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of New York)
) SS:
County of Oneida)

On this 7th day of February, 20 18, before me personally came and appeared Paul Miscone to me known, who, being by me duly sworn, did depose and say that he is the Supervisor of the Town of New Hartford described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

Herbert L. Cully
Notary Public
my comm exp. 9/30/18

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

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AGREEMENT

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of _____)
County of _____) SS:

On this ____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of _____)
County of _____) SS:

On this ____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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(ACKNOWLEDGMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY)

State of New York)
County of Oneida) SS:

On this 6 day of February, 2018, before me personally came and appeared James Bray, to me known, who being by me duly sworn, did depose and say that he resides at New Hartford NY; that he is the owner of James Bray Paving LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the managing members of said limited liability company, and that he signed his name thereto by like order.

Linda M Reynolds

LINDA M. REYNOLDS
Notary Public, State of New York
Qual. in Oneida Co. No. 01RE4983238
My Commission Expires June 24, 2019

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(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of Town of
New Hartford do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By: Herbert F. Cully
Owner's Attorney

2/2/18
(Date)

END OF SECTION

SECTION 00650

CERTIFICATE OF INSURANCE

(ATTACH INSURANCE CERTIFICATES HERE)

SECTION 00620

LABOR & MATERIALS PAYMENT BOND

(ATTACH LABOR & MATERIALS PAYMENT BOND HERE)

SECTION 00610
PERFORMANCE BOND

(ATTACH PERFORMANCE BOND HERE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.B. Payne Co. Inc. 2113 Genesee St Utica NY 13502		CONTACT NAME: Cathie Keeler PHONE (A/C No. Ext): (315)724-3173 E-MAIL ADDRESS: ckeeler@wbpayne.com FAX (A/C No.): (315)724-2086	
		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance	NAIC # 26263
INSURED James Bray Paving LLC 4456 Commercial Drive Suite B New Hartford NY 13413		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

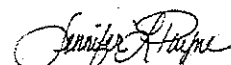
COVERAGES **CERTIFICATE NUMBER:** CL1761207985 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q42-6050081	06/10/2017	06/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	Y	Q11-5640015	11/06/2017	11/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Optional basic economic \$ 25,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Equipment All Risk			Q42-6050081	06/10/2017	06/10/2018	\$1,000 Deductible 2,195,154

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured on the General Liability as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of New Hartford 111 New Hartford St New Hartford NY 13413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 201813537
JAMES BRAY PAVING LLC
4456 Commercial Drive, SUITE B
New Hartford NY 13413



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER JAMES BRAY PAVING LLC 4456 Commercial Drive, SUITE B New Hartford NY 13413

CERTIFICATE HOLDER TOWN OF NEW HARTFORD 111 NEW HARTFORD ST. NEW HARTFORD NY 13413
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POLICY NUMBER Z1353 764-2	CERTIFICATE NUMBER 991000	POLICY PERIOD 01/01/2018 TO 01/01/2019	DATE 2/2/2018
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1353 764-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 839899297



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R-T Specialty, LLC 6450 Transit Road Depew, NY 14043	CONTACT NAME: WB Payne Co Inc.	FAX (A/C, No): (315) 735-5852
	PHONE (A/C, No, Ext): (315) 724-3173	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : NATIONAL UNION FIRE INSURANCE CO P		19445
INSURED James Bray Paving LLC 4456 Commercial Drive Suite B New Hartford, NY 13413	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

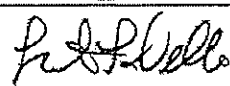
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSURER INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		BE055409553	06/10/2017	06/10/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TOWN OF NEW HARTFORD 111 NEW HARTFORD ST NEW HARTFORD, NY 13413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY WB Payne Co Inc		NAMED INSURED James Bray Paving LLC 4456 Commercial Drive Suite B New Hartford, NY 13413	
POLICY NUMBER BE065409553		EFFECTIVE DATE: 06/10/2017	
CARRIER National Union Fire Insurance Co Pittsburgh PA	NAIC CODE 9445		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25(01/14) FORM TITLE: Certificate of Liability Insurance

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Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.