

**NOTICE TO BIDDERS  
ON-SITE ROCK CRUSHING**

**NOTICE IS HEREBY GIVEN** the Town Clerk of the Town of Bedford will receive sealed bids for on-site rock crushing at 1:00 PM, June 18, 2015, at which time they will be publicly opened and read aloud.

Bid documents may be obtained from <http://www.bedfordny.gov/departments/dpw/>. Please email [highway@bedfordny.gov](mailto:highway@bedfordny.gov) to ensure that you receive any addenda.

The Town of Bedford reserves the right to accept any bid in whole or in part and to reject any or all bids, as considered to be in the best interests of the Town of Bedford.

No bidder may withdraw their bid within thirty (30) days after the date of the bid opening.

All bids must be enclosed in a sealed envelope plainly marked "Bid for On-Site Rock Crushing" on the outside of the envelope. Bids to be returned to the TOWN CLERK, 321 Bedford Road, Bedford Hills, New York 10507.

Dated: May 22, 2015

TOWN BOARD  
BEDFORD, NY

By: Lisbeth Fumagalli

## REQUEST FOR BIDS FOR ON-SITE ROCK CRUSHING

The Town of Bedford, New York will be receiving sealed bids for on-site crushing, reclamation and screening of materials to serve as base material for dirt road grading and maintenance, pavement construction, maintenance and restoration projects. Bidders may contact Bob Mascianica at Bedford DPW, 914-666-7669, with any questions or to arrange a site visit.

### **Background:**

The town of Bedford has over 30 miles of gravel / dirt roads that need perpetual maintenance. Primarily, this material (which is more or less pure gravel) is eroded by surface water during storm events. This material is subsequently deposited along the shoulders of the roadway and within the sumps of catch basins that are emplaced along the shoulders of the road. As a consequence, significant amounts of gravel are removed by Bedford Public Works crews from these gravel roads. This material is then transported to the Town of Bedford's Public Works facilities located at the dead end of Crusher Road in Bedford Village for reprocessing and recycling.

Therefore, the Town of Bedford's Department of Public Works (DPW) periodically hires a contractor to visit the Crusher Road Site with portable processing equipment in order to crush up, screen, and recycle this material so that it may be reused to maintain the abovementioned gravel roads. During the crushing/screening/and recycling process other affiliated stone, asphalt and masonry materials that exist at the DPW site needs to be simultaneously processed and blended to make the final recycled gravel product. These materials include:

- Stone and rock generated from ledge blasting and excavation activities.
- Asphalt millings from cold plane activities that often precede asphalt overlay operations (i.e. the material generated when the previous layer of asphalt is removed and scarified.)
- Old asphalt curb residue generated by snow plow damage, etc.
- Concrete and masonry materials as old sidewalk slabs, old bricks, etc.

The contractor should keep in mind that, the size of material to be crushed / and downsized varies considerably and equipment necessary to process must be capable of handling small to large size items (composed of such things as rocks, boulders, concrete slabs, pieces of hardened asphalt, bricks, gravel, etc.)

### **Scope:**

The contractor will be expected to process between 15,000 and 20,000 tons of material within two months of being asked by the Town to mobilize. The bid price shall be binding until December 31, 2015, and may be extended by mutual agreement for subsequent one year periods. The specific quantity to be processed this year will be determined based on projected needs and unit price for processing. Payment will be made based on actual tons processed. It is important that the work be completed in a prompt

manner in order to minimize disruption to the Crusher Road facility and to the abutting neighborhood. Therefore, interested responsive and responsible vendors shall have the ability to furnish to the Towns of Bedford's work site on Crusher road, equipment capable of processing at least 1,000 tons per day. The vendor shall complete the work without interruption in schedule, and shall process at least 3,000 tons of material per week.

As such, interested vendors are asked to provide per ton rates for all Recycled Item #4 Crushed Gravel produced (the per-ton price quotation will include contractor expenses for all equipment, labor, and supplies used, including grading a staging and processing area as necessary.) The per-ton price quoted shall also include:

- All fuel used by the machinery,
- Any expenses for all machinery that could break down,
- Unloading and set up of all affiliated processing equipment (as well as removal of said equipment at the end of the contract.)
- Transit of equipment and labor to and from the work site at Crusher Road in Bedford Village.
- Processing and removal of all unusable debris generated. This includes screening and otherwise sorting through processed material to remove sticks and other trash (i.e. non mineral / masonry crushed material that makes up the finished product.)
- Procurement of necessary county and state permits (such as noise permits and affiliated environmental permits as may be required), including a Westchester County Portable Rock Crushing Equipment Permit. Copies of permits must be provided to the Town prior to starting work.

**The final processed material (i.e. "clean" Item #4 gravel or other sized mineral gravel if so produced ) remains the property of the Town of Bedford.**

#### **Equipment:**

The contractor shall provide:

- A portable jaw type rock-crushing machine with a minimum 30" x 42" Jaw size (As well as any powered conveyor belts or other material moving apparatus that may be required.)
- A portable cone type crushing machine (if necessary) that can refine the material generated by the jaw crusher cited above to Recycled Item #4 specifications as elaborated below. (As well as any powered conveyor belts or other material moving apparatus that may be required.)
- A portable screen capable of removing miscellaneous non-mineral / masonry debris from the crushed pile (Such as wood, metal, trash, plastics, etc. Along with any powered conveyor belts or other material moving apparatus that may be required.) -  
A magnet capable of removing miscellaneous steel and iron from the material being processed. **The machinery used to crush and process the gravel being produces shall not produce sound levels exceeding 63 decibels at 330 feet from the machinery itself.**
- A minimum of a 22 ton steel tracked excavator (1.00 cy min. bucket capacity) and a front end loader (3.5 cy min. bucket capacity) as needed to feed the machine and move

materials. Note that the Town’s loader and operator will be available to move the finished pie and assist the vendor.

- 30 cubic yard roll off dumpsters, if required by the Town, capable of carrying off all unusable materials (it is estimated that between 3 and 7 of these dumpsters will be required and a per dumpster quote for both delivery and removal/disposal shall be provided.) The Town reserves the right to use dumpsters from other sources.
- A portable electric generator (if needed) capable of supplying the needs of all equipment provided by the vendor.
- A portable scale capable of weighing and recording the weight of material processed. Records of these weights /weight slips of all materials processed must be submitted to the town of Bedford along with invoices / statements sent to the Public Works Department by the vendor for payment. Vendor shall provide documentation on scale calibration.

**It should be noted that alternative crushing, screening and processing machinery will be considered for this application as long as variations are first proposed to the Bedford Public Works Department by the vendor and subsequent approval is granted for the alternative processing method by the Commissioner of Public Works.**

**Personnel:**

The contractor shall provide the personnel necessary to run the abovementioned equipment. A minimum of one person will be provided to run the processing machinery. A second person will “feed” the processing apparatus. The contractor will employ additional personnel (at no additional cost to the Town) as needed to pick debris out of the material being processed or to otherwise assist where required as needed. **Material to be produced:**

The purpose of this contract is to generate what construction industry commonly terms **Recycled Item #4 Material**. Item #4 is a Department of Transportation specification for a material that can be used for road bases, driveways or other similar applications. The particular component particle mix that makes up Item #4 gravel is as follows:

Sieve Size		% Retain	% Passing	Spec. % Pass
mm	Inches			
100.0 mm		0.0	100.0	
75.0 mm		0.0	100.0	100
62.5 mm		0.0	100.0	
50.0 mm	2"	0.0	100.0	90-100
37.5 mm	1 1/2"	0.0	100.0	
25.0 mm	1"	4.1	95.9	
19.0 mm	3/4"	18.4	77.5	
12.5 mm	1/2"	20.2	57.3	

6.32 mm	1/4"	17.7	39.6	30-65
4.75 mm	#4	3.2	36.4	
2.00 mm	#10	11.1	25.3	
0.850 mm	#20	7.0	18.3	
0.600 mm	#30	2.0	16.3	
0.425 mm	#40	1.9	14.4	5-40
0.180 mm	#80	4.0	10.4	
0.075 mm	#200	3.0	7.4	0-10
Pan		7.4		

Please note that due to the fact that this is a recycled product, some variance to the tolerances provided in the table above might be allowed contingent on the prior approval by Bedford's Commissioner of Public Works. If this occurs, the Vendor will be asked to generate a trial run of the proposed material to be sampled by the Commissioner or his designee. The town of Bedford reserves the right to approve or reject this material if so deemed to be in its best interests. The town of Bedford also reserves the right to mandate that (at no extra cost) the vendor modify the composite materials cited in the table above in order to best meet the town's needs. (Therefore, the town, for example may require that the abovementioned mix contain materials no larger than 1" etc.)

**Contract:**

The successful bidder shall execute the attached services contract

**NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

(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 thereto certifies as to its own organization, under penalty of perjury, that to the best of his 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 the 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 political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

Seal of Corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Address of Person, Firm or Corporation

by:

\_\_\_\_\_  
Signature and Title

## BID PROPOSAL

I \_\_\_\_\_ (name of Vendor's Agent) have the authority to act on behalf of \_\_\_\_\_ (name of the company bidding the job.) I hereby submit to the Town of Bedford a proposal for the following services:

### **Per Ton Cost for Rock Crushing to make Recycled Item#4 Gravel**

Per ton cost to perform the abovementioned rock crushing / material processing activities to produce finished Recycled Item #4 material as described above at the Bedford Public Works facilities located at the dead end of Crusher Road in Bedford Village, NY. (Price per ton includes all related work (i.e. loading/unloading/setup and transport of all affiliated equipment and machinery.)

### **Per Ton to Price for rock crushing Recycled Item #4 Gravel**

\$ \_\_\_\_\_

(Note: The lowest Per-Ton Price quoted by a responsive/responsible vendor will serve as the basis for awarding this contract.)

### **Per Ton Cost for Rock Crushing to make Recycled 1 ¼" Diameter Gravel**

The town of Bedford is primarily interested in the production of Recycled Item #4 Gravel. However, there is the occasion where the Town needs to have 1 ¼" crushed stone produced. Therefore, although the basis of the bid award will be determined by the Per Ton Cost for Rock Crushing to make Recycled Item #4 Gravel as noted above, interested vendors are also requested to provide a Per Ton Cost for Rock Crushing to make Recycled 1 ¼" diameter stone gravel as well.

### **Per Ton to Price for rock crushing Recycled 1 ¼" Gravel**

\$ \_\_\_\_\_

### **Per Ton Cost for Rock Crushing to make Recycled ¾" Diameter Gravel**

The town of Bedford is primarily interested in the production of Recycled Item #4 Gravel. However, there is the occasion where the Town needs to have ¾" crushed stone produced. Therefore, although the basis of the bid award will be determined by the Per Ton Cost for Rock Crushing to make Recycled Item #4 Gravel as noted above, interested vendors are also requested to provide a Per Ton Cost for Rock Crushing to make Recycled ¾" diameter stone gravel as well.

### **Per Ton to Price for rock crushing Recycled ¾" Gravel**

\$ \_\_\_\_\_

### **Unit Cost for Roll Off Dumpsters**

The Vendor is also responsible for the disposal of all refuse, unusable material, trash and waste generated as a result of material screening. Therefore contractors bidding on this job shall provide a per unit cost to provide 30 cubic yard minimum capacity roll off dumpsters to be used to dispose of waste materials generated during the crushing and screening process. It is anticipated that a minimum of three (3) 30 cubic yard roll off dumpsters will be required (Price to include loading/unloading and transport of the dumpster and the disposal of the material by a vendor authorized by applicable Federal, State and County agencies to accept these materials.) The Town reserves the right to use

its own source for roll offs, to be loaded by the Vendor at no additional charge, if deemed more cost effective by the Town.

**Per Dumpster Price (30 CY Roll off) \$** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

Seal of Corporation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Address of Person, Firm or Corporation

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Contact Name

by:

\_\_\_\_\_  
Signature and Title

**\*\*\*\* NON-COLLUSION STATEMENT MUST ALSO BE SIGNED \*\*\*\***

**SERVICES CONTRACT**

IN CONSIDERATION of the mutual covenants and promises contained herein, **Contractor Name and Address** (the “**Contractor**”) agrees to perform the services set forth in this Contract for The Town of Bedford NY (the “**Owner**”).

**LOCATION OF WORK:** Town of Bedford

**START DATE:**

TERM: Per bid document.

**DESCRIPTION OF SERVICES:**

See Attachments “REQUEST FOR BIDS FOR ON-SITE ROCK CRUSHING” and Contractor’s Bid

**CONTRACT PRICE:**

The Owner agrees to pay the Contractor the prices listed in Contractors’ Bid for labor, equipment and materials.

**THE GENERAL TERMS AND CONDITIONS attached to this Contract are agreed to be a part of this Contract.**

OFFERED BY:  
**(Contractor)**

AGREED BY:  
**Town of Bedford NY**  
**(Owner)**

\_\_\_\_\_

\_\_\_\_\_  
Chris Burdick, Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

## GENERAL TERMS AND CONDITIONS OF AGREEMENT

**Definitions.** As used herein, the following terms shall have the following meanings:

--"*Applicable Law*" is defined as those laws, rules, regulations, codes, administrative, judicial and settlement orders, directives, guidelines, judgments, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties' respective responsibilities under this Contract, (b) health and welfare of individuals working on the project.

--"*Contract*" means these terms and conditions, any additional terms and conditions attached hereto and/or expressly incorporated herein directly or by reference including, without limitation, the Description of Services attached hereto as Attachment A;

-- "*Contract Price*" means the compensation to be paid by the Owner to the Contractor in accordance with the terms of this Contract;

-- "*Contractor*" means the party executing this Contract and described as the Contractor on the front page of this Contract.

-- "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Such acts, events or conditions may include, but shall not be limited to, the following: (a) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, extortion, strikes, acts of terrorism, war, blockade or insurrection riot or civil disturbance; or (b) the failure of any appropriate governmental agency or private utility to provide and maintain utilities required by the affected party in order to perform its obligations hereunder.

-- "*Owner*" means the Town of Bedford;

-- "*Services*" means the services to be provided by the Contractor to the Owner as identified in Attachment A to this Contract.

Other terms not expressly defined above have the meaning so given to them in this Contract.

**Construction of Agreement.** Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Attachments are to Attachments attached to this for all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or

meaning of any provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

**Entire Agreement.** The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Owner and the Contractor. The failure of either party at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

**Quality of Work and Materials.** The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Contractor's industry. Contractor shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Contractor pursuant to this Contract. Materials furnished by the Contractor, if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard, Contractor may select any suitable commercially acceptable material meeting the standard.

**Compliance with Law.** The parties shall comply with Applicable Laws in performing their respective obligations hereunder.

**Additional Work.** (a) All additional labor, materials, tools, bonds, insurance, equipment, licenses, transportation, surveys, engineering, other services not set forth in Attachment A and any additional item provided by or on behalf of the Contractor as a result of Force Majeure conditions shall constitute additional work extending beyond the scope of the Services to be provided by Contractor hereunder, provided, however, that absent an emergency, no such additional work shall be performed without the express written consent of Owner. Contractor shall be compensated for all such additional work commensurate with the appropriate unit prices and/or hourly rates indicated in this contract and if no such prices or rates are provided, Contractor shall be compensated for the fair and equitable value of such additional work in an amount reasonably agreeable to the parties; (b) The Owner may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order

changes to the Services, or require the Contractor to perform additional services but only through a duly executed change or field order. All change and field orders shall be in writing and require the signature and acceptance by the Contractor prior to becoming effective. Unless agreed to otherwise by the Contractor, all such change and field orders shall reflect the parties' agreement regarding price and proposed completion date. The General Terms and Conditions shall apply to such field or change order, except to the extent specifically agreed by the parties in such field or change order.

**Employee Safety.** The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed. The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed. Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Owner.

**Force Majeure.** Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

**Approval of Work.** Services performed by Contractor shall be deemed approved and accepted by Owner within a reasonable period of time (but in no event longer than thirty (30) days) after the Owner has had the opportunity to review and/or inspect such services unless Owner objects within such period of time by written notice specifically stating the details in which Owner believes such services are incomplete or defective. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Owner has accepted all Services provided.

**Default and Termination.** The persistent or repeated failure or refusal of either party to comply with the terms of this Contract shall constitute a default. Upon default by one party, the other party shall send written notice. Such notice shall clearly specify the nature of the default and provide the defaulting party thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days but is not cured within thirty (30) days, the Contract shall terminate at midnight of the thirtieth day following receipt of the default notice. In the case of default that cannot be cured within thirty (30) days, this Contract shall not terminate so long as the defaulting party has given written notice to the other party that the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the defaulting party to the reasonable satisfaction of the other party. In the event of any termination, Contractor shall be paid for all services rendered and materials supplied (including materials specifically manufactured/made for the

Owner that have yet to be supplied), if any, through the date of termination. For purposes of this section, the failure of the Owner to pay Contractor in accordance with the payment terms of this Contract shall be considered such a substantial failure. In the event of a substantial failure on the part of the Owner, Contractor, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

**Indemnification.** To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Bedford, its officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act. The Contractor/Subcontractor/Vendor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

**Insurance.**

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.
  - c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or

an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

e) XCU may not be excluded

## 2) Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident and be specifically endorsed to cover snowplowing, if applicable.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the auto policy.

d) Also needs to include waiver of subrogation

## 3) Excess/Umbrella Insurance

\$2,000,000 each Occurrence and Aggregate

## 4) Workers Compensation and Employers Liability and N.Y.S Disability

a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2

## 5) Property Insurance

The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

6) The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.

7) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to The Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.

8) Contractor acknowledges that failure to obtain such insurance on behalf of the Town of Bedford Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Bedford. The contractor/permittee is to provide the Town of Bedford with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Bedford to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Bedford.

## Disclosure of Information and Cooperation of the Parties.

(a) Each party agrees that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the other party in performing its duties and obligations hereunder;

(b) Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

**No Third Party Beneficiaries.** This Contract is entered into solely between, and may be enforced only by the Contractor and Owner; and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

**Notices.** Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

**Severability.** If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

**Successors and Assigns.** Neither Owner or Contractor shall assign, sublet, or transfer any rights under or interest in including, but without limitation, moneys that may become due or moneys that are due this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

**Prevailing Wage Determination.** Contractor shall fully comply with New York Labor Law §220. The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. Contractor shall obtain a Prevailing Rate Schedule from the New York State

Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240.

Contractor will submit a transcript of their original payroll record, subscribed and sworn to/affirmed as true under the penalty of perjury, to the Commissioner of Public Works within thirty (30) days of the issuance of the original payroll and every thirty (30) days thereafter.

The filing of payrolls in a manner consistent with N.Y. Labor Law §220(3)(a) is a condition precedent to payment of any

sums due and owing to any person for work done upon the contract.

**Hours** The work must be performed between 7:00am to 3:30pm Monday through Friday, excluding Town of Bedford Holidays. Any exceptions out of these hours must have written approval by the Town of Bedford Commissioner of Public Works.