

**TOWN OF BEDFORD  
WESTCHESTER COUNTY, NY  
DEPARTMENT OF PUBLIC WORKS**

Kevin Winn, P.E. Commissioner  
Andrew Rosafort, Road Foreman



Robert Mascianica, Deputy Commissioner  
William Nickson, Water Foreman

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed proposals are requested for furnishing equipment, supplies or materials, or for performing work according to Specifications of a Contract to be awarded by the Town of Bedford for:

**RESURFACING AND REPAIRS WITH ASPHALT CONCRETE OF VARIOUS STREETS WITHIN THE  
TOWN OF BEDFORD, NEW YORK  
FOR THE YEAR 2011, AS DESCRIBED IN THE SPECIFICATION SHEETS ATTACHED HERETO**

This proposal will be received at the Office of the TOWN CLERK, TOWN OF BEDFORD, New York, 321 Bedford Rd. Bedford Hills, NY 10507 until 1.00 o'clock p.m. **April 26, 2011**, and is to be enclosed in a sealed envelope with a description of the above title on the outside of the envelope with the name of the person or persons making the same and their addresses, and addressed to the Town Clerk, 321 Bedford Rd., Bedford Hills, NY 10507 said proposal will be publicly opened and read at or about 1.00 o'clock p.m., at the Town Hall on the above mentioned date.

The following documents are attached:

- 1) INSTRUCTIONS TO BIDDERS
- 2) PROPOSAL
- 3) SPECIFICATIONS
- 4) NON-COLLUSION STATEMENT
- 5) CONTRACT

Contract Documents may be obtained from the Town's Department of Public Works website, which can be accessed at [http://www.bedfordny.info/html/d\\_publicworks.html](http://www.bedfordny.info/html/d_publicworks.html), between April 8 and April 26. Vendors that download the documents are required to provide their company name, email address, phone number, and mailing address by email to [highway@bedfordny.info](mailto:highway@bedfordny.info) in order to receive any bid addenda that may be issued.

Bids shall be made on the Proposal Forms furnished with the Specifications.

The Town of Bedford reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Town to do so. **This contract is to remain in effect from May 31, 2011 to May 31, 2012. However, if the Town of Bedford determines that it is in the Town's best interest, the contract will be extended (with the bid pricing / provisions so provided by the vendor at the time of bid) until May 31, 2013 (if mutually agreeable to both the Town of Bedford and the Vendor awarded this contract.)**

Dated April 8, 2011

By Order of The Town Board

By Lisbeth Fumagalli, Town Clerk

## INSTRUCTIONS TO BIDDERS

Proposals shall be made and received upon the following conditions:

1. Before bidding, Contractors are requested to fully examine the specifications.
2. Bidders are required to form their own judgment of the character of the work, by personal examination of the specifications relating to the work.
3. Bidders are required to express in writing and also in numerals, the price for which they will agree to execute and perform the various work stated.
4. The price so named is to cover the cost of furnishing all labor, material, and of performing all the work under this contract, in accordance with the specifications and every expense incidental to the execution of the work.
5. No deviation from the plans and specifications will be permitted, nor shall any extra compensation be claimed or allowed beyond the prices named in the proposal.
6. Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contains irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to the Town Board, Bedford, New York, Westchester County, New York and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation shall be affixed under the Bidder's signature. Telephone, Facsimile or Telegraphic Bids will not be accepted.
7. All Performance Bonds, Labor and Material Bonds, and Maintenance Bonds must contain the following requirements:
  - A. Signature of Attorney-in-Fact signing on behalf of sureties and for the Officer or Owner signing on behalf of the Contractor/Vendor/Bidder and their names printed or typewritten below their corresponding signature;
  - B. Notary Acknowledgement for the Attorney-in-Fact signing on behalf of sureties and for the Officer or Owner signing on behalf of the Contractor/Vendor/Bidder, along with bond(s) and Power of Attorney; and
  - C. All bonds must be from surety companies licensed to do business in the State of New York, have a good history with respect to claims handling, and attach consent of surety.
8. The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and to

complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous similar experience and where available equipment and financial resources are adequate to assure Owner that the work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.

All Bidders shall be prepared to submit within five (5) days of Owner's or Engineer's request, written evidence of such information and data necessary to determine if Bidder is qualified to perform the work. Qualifications shall include a minimum of five (5) previous projects involving similar construction work. The Contractor shall have a minimum of 5 years of work experience of similar size and scope.

Technical capability and the ability to complete the project within the established time frame will also be part of the evaluation criteria along with any special status the bidder may have such as women-owned business and minority-owned business. Guidance on business classifications can be found in the Federal Acquisition Regulations (FAR) Subpart 19.1.

In evaluating Bids, the Owner will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

9. If the proposal is accepted, the successful Bidder will enter into a contract for the work or the goods, as the case may be, and will furnish an executed performance bond in the full amount of the contract price as security for the faithful performance of the terms, covenants and conditions of the contract and a labor and material bond in an equal amount guaranteeing the full payment of all persons performing labor or furnishing material in connection therewith. The bonds shall have as surety thereon such surety company or companies as are acceptable to the Town and are authorized to transact business in the State of New York.

A separate maintenance bond in the full amount of the contract price shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one (1) year after the date of acceptance of the work. All bonds are subject to the approval of the Town Attorney of the Town of Bedford as to adequacy, form and content.

10. All deposits will be returned to the unsuccessful Bidders and to the successful Bidder on the execution of the contract and the furnishing of the required security.
11. The Town Board reserves the right to reject any or all bids submitted to it, to omit any item or items, to waive any informality in a proposal or to approve minor changes in specifications if deemed advisable in the interests of the Town.
12. Upon acceptance of the bid, the successful Bidder shall execute a contract and furnish the required security within seven (7) days from the date of mailing of said contract by the Town of Bedford.
13. Where applicable, the contract will contain a provision that every mechanic, laborer and workman employed in or about the work contemplated by the contract shall be paid not less

than the prevailing rate of wages and provided with not less than the prevailing supplements as provided by Section 220 of the Labor Law of the State of New York.

14. All proposals shall be in the prescribed form, and no other form shall be used. The prices must be written in ink in words and also stated in figures, and any proposal not in accordance with these instructions or not on the blanks furnished, or containing bids not asked for, may be rejected. Where separate prices are required for various items, it is understood that the Town Board shall have complete discretion in awarding the contract as a whole or in part. Local and State sales taxes shall not be included in the bid.
15. The details of the insurance requirements related to this proposal are contained in the contract and schedule thereto. All insurance as required hereunder shall run for the benefit of the Town of Bedford.
16. The notice to Bidders, these instructions, the specifications, the proposal and the non-collusion statement shall be deemed to be part of the formal contract to be executed by the successful Bidder.
17. **Price Adjustment Clause: Since asphalt cement prices may fluctuate, and to adjust equally to compensate for price fluctuations, bidder shall use \$504.00 as posted by NYSDOT (Average Posted Prices for Asphalt) for March 1, 2011 for the base price of asphalt cement at the time of their submission of bid. In requesting payment the vendor shall invoice the Town of Bedford for the number of tons at the bid price. An additional statement on the same invoice form will designate the adjustment based on the percentage of asphalt cement in the particular mix. This will be either an additional payment to the vendor or a credit to the Town if the asphalt cement cost identified above is over or under the established base price. Price Adjustment = % of asphalt \* New average FOB Terminal Price: \$504.00 US Base Documentation of the price of asphalt will be submitted with invoices**

**TOWN OF BEDFORD, NEW YORK**  
**PROPOSAL**

**FOR RESURFACING AND REPAIRS WITH ASPHALTIC CONCRETE OF VARIOUS STREETS**  
**WITHIN THE TOWN OF BEDFORD FOR THE YEAR 2011**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

EMAIL ADDRESS (if applicable) \_\_\_\_\_

1. Hereinafter called the Bidder, does hereby declare that they have carefully examined the INSTRUCTIONS TO BIDDERS and the SPECIFICATIONS relating to the equipment, supplies or work hereinafter described, the proposed CONTRACT and agrees to accept all the terms, conditions and provisions contained therein.
2. The Bidder hereby agrees to furnish all the material to faithfully perform and execute the work of the above matter, in accordance with the specifications relating thereto, and to furnish all the labor, tools, implements, transportation and materials necessary and proper for the said purpose, at the price named below for the various items of work. Asphalt shall be machined-laid, except where machine cannot fit due to limited area. Only then will asphalt be applied by hand.
3. The Bidder agrees to provide all labor, material and equipment to complete the street pavement resurfacing as specified in the specifications for the following unit costs.

**BIDDER'S PROPOSAL**

**RESURFACING OF VARIOUS STREETS 2011**

**TOWN OF BEDFORD, NY**

**NOTE:**

**Location of work shall be on Town Roads as directed by the Commissioner of Public Works. The estimated quantities are approximate and are for the comparison of bid totals only. The Town of Bedford reserves the right to add from or remove the quantities of materials specified in items listed below. Payment shall be made at the unit prices listed by the Contractor as specified in the blocks (ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS.)**

Whenever a unit price in figures differs from the unit price for the same Item as stated in words, the prices written in words will be considered to be the bid.

Please make extensions, if requested, to show amount bid for each item.

## ITEMIZED BID SUBMISSION

<b>ITEM NUMBER AND QUANTITIES</b>	<b>ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS</b>	<b>UNIT PRICE COST IN FIGURES</b>	<b>QUAN- TITY</b>	<b>TOTAL COST IN FIGURES</b>
<b>ITEM 1a</b> <b>NYS 403.17</b> Over 500 tons a day estimate. Please note that tonnage variances up or down will be provided by the contractor at the same price per ton.	<b>ASPHALT CONCRETE TOP COURSE TYPE 6F 3 price per ton</b>  Write in Words	\$	<b>1,500</b>	_____
<b>ITEM 1b.</b> <b>NYS W 403.17</b> Over 500 tons a day estimate. Please note that tonnage variances up or down will be provided by the contractor at the same price per ton.	<b>WARM MIX ALTERNATE FOR ASPHALT CONCRETE TOP W 6F 3 price per ton</b>  Write in Words	\$	<b>750</b>	_____
<b>ITEM 1c.</b> <b>NYS 402.067202</b> 200-600 Tons a day estimate. Please note that tonnage variances up or down will be provided by the contractor at the same price per ton.	<b>POLYMER MODIFIED ALTERNATE FOR ASPHALT CONCRETE TOP COURSE 6.3 MM F2 price per ton</b>  Write in Words	\$	<b>500</b>	_____
<b>ITEM 1d.</b> <b>NYS 403.17</b> 100-500 Tons a day estimate. Please note that tonnage variances up or down will be provided by the contractor at the same price per ton.	<b>ASPHALT CONCRETE TRUE AND LEVEL COURSE (SHIM COURSE) TYPE 6F 3 price per ton</b>  Write in Words	\$	<b>500</b>	_____
<b>ITEM 2</b> <b>NYS 402-12</b> 300-600 Tons a day	<b>ASPHALT CONCRETE TYPE 3 BINDER COURSE price per ton</b>			

estimate. Please note that tonnage variances up or down will be provided by the contractor at the same price per ton.

Write in Words

\$

**300**

\_\_\_\_\_

**ITEM 3  
NIGHT TIME PAVING**

For performance of items 1a, 1b,1c, 2 above 300-600 Tons a day estimate. Please note that tonnage variances up or down will be provided by the contractor at the same price per ton.

**SURCHARGE FOR NIGHT PAVING WORK surcharge price per ton**

Write in Words

\$

**300**

\_\_\_\_\_

**ITEM 4  
FULL WIDTH MILLING**

For performance of full width road milling and spoils disposal at BDPW Crusher Road Facility

**FULL WIDTH ROAD ROTOMILLING**

(i.e. cold planing, scarifying) price per square yard for 2" depth to mill entire roadway to prepare for new asphaltic concrete top course.

Write in Words

\$

**2,000**

\_\_\_\_\_

**ITEM 5  
NIGHT TIME ROTOMILLING**

Surcharge to perform item 4 above at night

**SURCHARGE FOR NIGHT ROAD ROTOMILLING WORK (Per SQ. YD.)**

Write in Words

\$

**500**

\_\_\_\_\_

**ITEM 6  
SHOULDER ROTOMILLING**

For performance of rotomilling / cold planing to retain curb reveal as well as to retain reveal around manholes, catchbasins and utility structures to prepare for asphalt overlay. The contractor will also dispose of spoils generated in executing this line item at BDPW Crusher Rd. Facility.

**SHOULDER AND STRUCTURE ROTOMILLING / COLD PLANING WORK price per square yard**

(i.e. cold planing, scarifying) price per square yard at 1-3" depth to mill around curbs, catch basins, utility structures to prepare for asphaltic concrete top course. Swaths so milled typically range in a 2' to 7' width around cubs / structures so they can match in with the new pavements elevation. Exact depth to be specified by DPW

Write in Words

\$

**750**

\_\_\_\_\_

**ITEM 7  
KEY CUT CASTINGS**

For performance of key cuts around utility structures, etc. not included In Items 4 or 6 above.

**KEY CUT CASTINGS**

Price each to key cut around a basin, manhole, structure not included in Item 4 or 6 above.

Write in Words \$ 70 \_\_\_\_\_

**ITEM 8  
MANHOLE AND CATCH BASIN RISERS**

For the acquisition and installation of manhole, catch basin, and utility shutoff risers (collars) in order to match into elevation of new pavement in lieu of or in addition to Items 4, 6, & 7 above.

**MANHOLE/CATCH BASIN RISERS**

Price each to obtain and install catch basin, manhole, or utility shutoff risers (collars) in lieu of, or in addition to Items 4, 6, & 7 above.

Write in Words \$ 20 \_\_\_\_\_

**ITEM 9  
FULL DEPTH RECLAMATION**

For performance of full width in-place road reclamation and spoils disposal at

BDPW Crusher Road Facility

Please note that area to be reclaimed at each job site may vary up or down

The contractor will be expected to process these areas at the same price per square yard quoted in this line item.

**FULL WIDTH ROAD RECLAMATION**

Full Depth Reclamation penetrates the entire pavement section and a pre-determined portion of the base material, uniformly pulverizing them and blending them together to produce a stabilized base course. The area so processed is then ready for a subsequent asphalt overlay. Price per square yard for each 6" depth. (Note that the price quote figure for the 6" depth will be prorated up or down depending upon the actual depth of processing requested by BDPW at each job site. **FULL WIDTH ROAD RECLAMATION Price per square yard at 6" depth.**

Write in Words \$ 2,000 \_\_\_\_\_

**ITEM 10  
NIGHT TIME ROAD RECLAMATION SURCHARGE**

For performance of Item 9 above at night.

Please note that area to be reclaimed at each site may vary up or down

The contractor will be expected to process these areas at the same price per square yard

**SURCHARGE FOR NIGHT ROAD RECLAMATION WORK (Price per sq yd.)**

Write in Words \$ 500 \_\_\_\_\_

<b>POLICE OFFICERS FOR TRAFFIC CONTROL</b> (day or night operations)	<b>Per Day for Traffic Control</b> Write in Words	\$	<b>60</b>	_____
<b>ITEM 12 VEHICLE TOWING FOR ROAD CLEARANCE</b> (day or night operations)	<b>Price per Vehicle to tow each from the job site</b> Write in Words	\$	<b>10</b>	_____
<b>ITEM 13 FULL WIDTH TACK COAT</b>	<b>Price provide &amp; apply Tack Coat to full width of road in advance of Asphalt Concrete Overlay (Per Sq. Yard)</b> Write in Words	\$	<b>12,000</b>	_____
<b>ITEM 14 NIGHT TIME TACK COAT</b> Surcharge to perform item 13 above at night	<b>SURCHARGE FOR NIGHT ROAD FULL WIDTH TACK COATED WRITTEN IN WORDS</b> Write in Words	\$	<b>2,000</b>	_____
<b>ITEM 15 MECHANICAL STREET SWEEPING</b> (day or night) including hauling sweepings to BDPW Crusher Road facility	<b>Price to provide and utilize street sweeping machine</b> <b>Price for street sweeper machine and operator per day</b> Write in Words	\$	<b>30</b>	_____
<b>ITEM 16 LINE STRIPING</b> (Applied in accordance with NYSMUTCD & NYSDOT Standard Specification 640) <b>DOUBLE YELLOW CENTER STRIP</b> (Night Work unless otherwise specified by DPW) 4" wide with 4" space in between. latex paint lines	<b>LINEAR FOOT PRICE TO REPLACE DOUBLE YELLOW CENTER STRIP ON NEWLY PAVED ROADS</b> Write in Words	\$	<b>5,000</b>	_____

with glass bead additive

<p><b>ITEM 17</b>  <b>LINE STRIPING</b> Applied in accordance with NYSMUTCD &amp; NYSDOT Standard Specification 640)</p>	<p><b>LINEAR FOOT PRICE TO REPLACE</b></p> <p><b>SINGLE WHITE SHOULDER STRIPS</b></p> <p><b>ON NEWLY PAVED ROADS</b></p> <p>Write in Words</p>	<p>Per linear foot</p> <p>Price to paint single white shoulder lines</p> <p>\$ 1,000 _____</p>
<p><b>ITEM 18</b></p> <p><b>LINE STRIPING</b></p> <p><b>SINGLE WHITE X-WALK &amp; STOP BARS</b>          18" wide latex stripes with glass bead reflective additive Applied in accordance with NYSMUTCD &amp; NYSDOT Standard Specification 640, 635 and 685 as needed.)</p>	<p><b>LINEAR FOOT PRICE TO REPLACE</b></p> <p><b>CROSS WALKS &amp; STOP BARS</b></p> <p><b>ON NEWLY PAVED ROADS (i.e. per L.F. EACH 18" STRIPE)</b></p> <p>Write in Words</p>	<p>Per linear foot price to Paint x-walks &amp; stop bar stripes 18" wide</p> <p>400 _____</p> <p>\$ <u>Per liner Foot</u></p>
<p><b>ITEM 19</b>  <b>19.a ASPHALT CURB INSTALL/ REPLACE (per lineal foot). Top soil and seed to be performed by others</b>  <b>19.b ASPHALT CURB INSTALL/REPLACE AND BACKFILL WITH TOP SOIL AND TOP OFF WITH GRASS SEED</b></p>	<p>Price per foot to install new asphalt curb. Insert curb dimensions, <b>Top soil and seed to be performed by others.</b></p> <p>Price per linear foot of cub to install new asphalt cub, backfill with top soil and top off with grass seed. Price per l.f. will be based on 3' of top soil being placed in back of a 1' deep excavation.</p>	<p>\$ _____</p> <p>\$ _____</p>
<p><b>Total</b></p>		<p>\$ _____</p>

For questions regarding this bid, please contact Bedford DPW at (914) 666-7669

4. The Bidder declares that the unit prices bid cover all the expenses of every kind incidental to the completion of the work and the contract, therefore, including all claims that may arise for negligence or any cause whatever.
5. The total project shall include necessary wedging, raising of manhole frames, and catch basin frames and other utility structures to meet grade of final course of blacktop prices for affiliated structure work is specified above.
6. The Bidder further declares that he will execute the Statement of Non-Collusion attached to and forming part of this bid.
7. The Bidder further declares that he will execute a formal contract within seven (7) days of its mailing by the Town Attorney and if he fails to execute said contract, the Town Board of the Town of Bedford shall have the power to rescind said award. The Notice, Instructions, Proposal, Specifications, and Statement of Non-Collusion will together form a part of said contract.
8. The undersigned declares that the only persons interested in this proposal or in the contract proposed to be taken, as principals, are as stated.
9. The Town Board reserves the right to reject any or all bids submitted to it, to omit any item or items, to waive any informality in a proposal or to approve minor changes in specifications if deemed advisable in the interests of the Town.
10. The Bidder further declares that he will abide by the minimum wage schedule set by the Department of Labor, as specified by this contract.
11. The Bidder agrees that the work to be performed under the contract to be awarded herein will be completed within 120 days after the execution of the contract or as otherwise determined by the Bedford Commissioner of Public Works.
12. The Contractor will all promise that plant mixed bituminous concrete required under the proposed contract will be manufactured at the plant of:

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Located at \_\_\_\_\_

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In the event that the plant designated is not owned by the Bidder, said Bidder shall be required to furnish a statement from the plant owner that the bituminous concrete materials required under the contract will be furnished in accordance with the Specifications, at a rate to progress the work properly to the satisfaction of the Town of Bedford, New York. Waivers to allow the vendor to use materials provided by another asphalt plant will be considered by the Bedford Commissioner of Public Works if deemed in the Town's best interest.

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**NAME OF BIDDER**

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**PRINT  
NAME OF OFFICER AND TITLE**

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**SIGNATURE OF OFFICER**

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**ADDRESS**

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**(SEAL)**



**TOWN OF BEDFORD**  
**WESTCHESTER COUNTY, NEW YORK**

**CONTRACT**

This Contract is made this            day of            2011 between the **TOWN OF BEDFORD**, a domestic municipal corporation, being a town in the County of Westchester and State of New York, with offices at the Bedford Town House, 321 Bedford Road, Bedford Hills, 10507, New York, (the "Town"), and

In consideration of the mutual covenants the Town and the Contractor agree as follows:

1.     The Contractor shall furnish and provide all the work and materials required to do the following:

**RESURFACING AND REPAIRS WITH ASPHALT CONCRETE OF VARIOUS STREETS**  
**WITHIN THE TOWN OF BEDFORD**

(and to build / modify all required structures - such as manholes, catch basins, water and gas shut offs, etc. necessary to accommodate the grade of the new paving.) It is incumbent upon the Contractor to furnish all materials, transportation, tools, appliances and labor necessary therefore (This includes preliminary work such as roto-milling, full depth reclamation, utility structure repair, tack coating, sweeping, etc.) The Contractor will also provide and install, if deemed necessary by the Commissioner of Public Works, appropriate manufactured collars to raise manhole, catch basin and other utility structures to match in to the new road grade.) The Contractor is also responsible to remove from the site of the job all rubbish and surplus material which may have accumulated during the progress of the work, and to put in perfect condition for use the entire areas worked upon. That the Contractor will furnish such other and further kinds of work and materials as are necessary to, or usually performed or furnished in connection with said work, and will perform and furnish all other matters and things necessary or usual in the premises, and will finish

the said work in a good, substantial and workmanlike manner, complete and perfect in every respect (including replacement of painted center lines, shoulder lines, stop bars and cross walks.)

Except where expressly prohibited by higher authority or law, no part of this contract or any proceeds or payment there under shall be assigned, transferred, pledged or in any way encumbered.

2. The Contractor hereby agrees that upon the completion of the work all surplus materials and rubbish shall be removed from the whole line of the work, which shall not be considered completed until cleared to the satisfaction of the Commissioner of Public Works.

Suitable barricades and lights *traffic control devices and flagging personnel* (As indicated elsewhere in this contract, Bedford municipal police department traffic control personnel shall be employed by the Vendor if deemed appropriate by the Commissioner of Public Works. The Commissioner of Public Works is also allowed to make the final determination as to the number of traffic control / police department personnel to be employed at each job site.) Traffic control shall be furnished and paid for by the Contractor. A separate line item is included in the ITEMIZED BID SUBMISSION portion of this contract. Barricades, signs and devices shall be set up and maintained at all times in the day and night around all unfinished work. Please note, that work is to be performed during Bedford Public Works hours of operation (Typically 7AM to 3.30 PM Monday through Friday – excepting Town observed holidays.) The Contractor must first obtain permission from the Bedford Commissioner of Public Works if paving operations are to be conducted outside of these hours at 914-666-7669. As indicated above, the Commissioner of Public Works reserves the right to make the final determination as to the number of Traffic Control personnel to be employed by the Vendor at each job site and to require that the Vendor employ off duty municipal police officers for this purpose if the Commissioner deems appropriate. In the event that the Commissioner of Public Works deems police officers are appropriate, the Vendor will be responsible to contact the Town of Bedford police department in order to make arrangements for the necessary police officers and to arrange payment for the police officers needed.

In the event that blasting is necessary to perform any part of the work, the required permits and insurance (indicating the Town of Bedford as additional insured) will be obtained by the Contractor and a bond to be filed with the Town Clerk indemnifying the Town for any and all claims for damages that may arise by reason of said blasting operation.

The amount of the bond is to be determined solely by the Town Attorney.

**THE CONTRACTOR HEREBY FURTHER DECLARES AND AGREES AS FOLLOWS:**

1. That all the work shall be of the best character, and the materials of the kinds and qualities described in the specifications, or, when not so described, of the best qualities. Hot asphalt shall be obtained by the Vendor from a plant located no further than 20 road miles from the Town of Bedford Public Works offices at 301 Adams St.

2. That the said work shall be commenced within ten days after the execution of this contract (or as otherwise allowed by the Bedford Commissioner of Public Works) and shall thereafter be prosecuted vigorously to completion without the performance of any part thereof in unsuitable weather; and that the said work shall be fully and faithfully completed in every respect within ninety (90) days after the execution of this contract. The Bedford Commissioner of Public reserves the right to designate exceptions to the abovementioned execution dates and to otherwise change the specified commencement date or add to or cut back on the scope of work as outlined in this contract. If there is any reason why the Contractor must change the commencement date, work scope, etc., they must first contact the Bedford Commissioner of Public Works or his designee in order to obtain permission.

3. That the Contractor will at his/her own expense, provide and furnish any and all manner of materials, labor, tools, implements and cartage of every description necessary or proper to or for the due performance of said work, and the true and faithful execution of this contract. (And will ensure subcontractors employed do the same.)

4. That the Contractor will employ as foremen, mechanics and workmen only such persons as are competent and experienced in the classes of work they may be required to do, and who shall well and properly perform the same (and will ensure subcontractors do the same.)

5. That all work of any kind which during its progress, or before the final acceptance of the whole work, shall become damaged from any cause whatsoever, shall be replaced or repaired to the satisfaction of the Commissioner of Public Works or by his/her authorized representative where the work is performed, by the Contractor at its own cost and expense (including work performed by subcontractors.)

6. That the Contractor does hereby admit, certify and agree that it is satisfied as to the accuracy of the Commissioner of Public Works approximate estimate of the quantities of the work to be done, and that they will not question, dispute or complain of such estimate, nor assert any misunderstanding or misconception of the nature and amount of materials to be furnished or work to be done.

7. That the Contractor will not ask, demand, sue for or recover any compensation for the said work except as hereinafter specified to be paid for the same by the Town.

8. The Contractor will ensure that during the entire period that said work shall be in progress, the same shall be done in such manner that no damages shall accrue, or be had, against the by reason of any accident whatsoever arising therefrom or in consequence thereof (and ensure subcontractors comply accordingly.).

9. That the Contractor shall be responsible for all of the acts of agents and employees in connection with said work (as well as the acts of the subcontractors they employ.)

10. That the Contractor will at all times be liable for, and will indemnify and make good to the Town any or all damages which may accrue or be sustained by reason of the breach by the Contractor of any covenant in this Contract (and ensure the Town of Bedford is indemnified from damages committed by subcontractors they employ.)

**11. The Town of Bedford, NY, in consideration of the covenants herein contained on the part of the Contractor does covenant and agree with the Contractor that if the Contractor shall faithfully perform and fulfill this contract, and keep every covenant on its part herein contained, the Town of Bedford, NY will pay to the Contractor based on the unit prices listed in the Contractor's bid.**

**DOLLARS PER TON (FOR ITEM 1a) *Note: Average price per ton for Item 1a and 1c on the attached ITEMIZED BID SUBMISSION form will serve as the basis of the bid award.***

Payment shall be payable after roadways specified for pavement by the contractor by the Town of Bedford have been completed For example, The Town of Bedford indicates to the Contractor that Black Avenue, Green Street, and Orange Road are to be paved. Unless otherwise authorized by the Commissioner of Public Works, the Contractor will not be paid until these three roads are prepared and paved in their entirety.

In order to be paid, the Contractor shall submit an invoice to the Town of Bedford itemizing work that has been completed (including asphalt tonnage slips, labor, road milling, other materials such as manhole risers, etc. as itemized below.) Upon the completion of said work, and upon the processing of duly executed approved claim forms by the Town Comptroller, the sum of ninety percent (90%) of the said contract price shall be due and payable to the Contractor. Payment of subcontractors is the Contractor's responsibility. Separate invoices/bills for subcontractor work will not be paid by the Town of Bedford unless agreed to by the Commissioner of Public Works prior to the commencement of any work as specified within this contract.

12. Thirty (30) days after the final completion of the work, and on approval and acceptance of the work of the Contractor by the Commissioner of Public Works or his/her authorized representative and upon satisfactory proof being furnished to the Town Attorney by the Contractor that all charges for labor and material in connection with the work to be performed under this contract have been paid by the Contractor and that there are no rights outstanding in any person, corporation or partnership to file mechanics liens or other claims against the Contractor for work performed by the Contractor hereunder, the Contractor or

Contractors shall receive the balance of ten percent of the contract price as hereinabove stated for which they agreed to perform the work.

**AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE**  
**PARTIES HERETO, AS FOLLOWS:**

13. That supplemental plans or drawings (if provided by the Commissioner of Public Works) amplifying the specifications contained within this contract are intended to supplement the contract. Therefore, any matter or things contained or shown by one and not the other shall be of the same effect as if contained in or shown by both and shall be performed and finished by the said Contractor without any charge, claim or demand whatsoever.

14. That in case the said Town, or said Town Board, shall at any time during the progress of the said work, request any alteration, deviation, addition or omission in, to or upon the said work, or any detail thereof, as shown and required by the said plans or drawings and specifications, the Contractor will make each and every alteration, deviation, addition or omission so requested, and the same shall not be held to void or in any way impair this contract, but the cost and expense thereof, at a fair and reasonable valuation, to be immediately agreed upon by the said Town and the said Contractor and certified at the time in writing, shall be added to or deducted from the moneys to be paid to the Contractor under this contract, and shall be accounted for and settled by and between the respective parties; but the Town Board shall not by reason of the approval of this contract or otherwise be held to be obligated for, or required to make an appropriation to pay the increased expense caused by such alteration, addition, or omission, unless its consent thereto be obtained; nor shall the making of any such alteration, addition or omission vary the time limited for the performance of this contract, unless the days to be added to or deducted therefrom by reason thereof, shall be determined and certified in writing at the time by the said Town Board and the Contractor.

15. That no work shall be considered as accepted which may be defective in construction or deficient in any of the requirements of the specifications; and that the Contractor will correct any imperfect work whenever discovered before the final, completion or acceptance of the whole work (including defective work performed by subcontractors .)

16. That all material used or work done shall be subject to the inspection of the Commissioner of Public Works or his authorized representative or other duly appointed assistants and inspectors under his/her direction and if any materials are brought upon the work, or employed thereon, which the Commissioner of Public Works may deem unsuitable or inferior in quality to the requirements of the specifications, they shall be condemned and rejected, and shall be immediately removed from the work by the Contractor, and if any work shall be done which in the opinion of the Commissioner of Public Works does not conform to the specifications, it shall be taken down and rebuilt or the defects otherwise remedied to their entire satisfaction, whenever requested, and the Contractor, shall at his own cost and expense furnish the required number of men to assist in overhauling and inspecting the property. (This includes work performed by subcontractors.)

17. That inspection shall not be construed as relieving the Contractor (or subcontractors they employ) from any obligation to perform and execute the work in strict accordance with the full intent and meaning of the plans and specifications, nor shall any such inspection, direction or supervision be understood to create any relation as principal and agent between the municipal authorities and the Contractor.

18. That whenever the Commissioner of Public Works or his/her designee may give such direction to the overseer in charge, it shall have the same effect as if they were given to the Contractor in person.

19. That the Commissioner of Public Works shall have power to direct that the work be commenced and carried out at such points, and in such order of procedure as he may deem best suited to the requirements of the work and to the interest of the Town and such directions shall be obeyed by the Contractor or subcontractor so employed.

20. For its own convenience the Owner, may, at any time prior to the commencement of the Term of this Agreement to void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and moneys expended in anticipation of performance under the Contract.

At any time subsequent to the commencement of the Term of this Agreement the Owner may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following moneys only, which moneys shall be subject to legitimate charges of the Owner against the Contractor:

- a. All reasonable cost incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and
- b. On Lump Sum projects, a markup of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed.
- c. On unit price Contracts, allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit price Bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this Contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason, the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.

- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- g. Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
- h. Allowing a final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- i. Making any assignment for the benefit of creditors.
- j. Violating any covenants contained in the Contract Documents.
- k. Failure to eliminate unsafe conditions within 12 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract, shall be deducted from any moneys due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

Should the Commissioner of Public Works report to the Town Board that the Contractor (or subcontractors they employ) has refused or neglected to supply a sufficient number of workmen of proper skill, or material of the proper quality, or failed in any respect to prosecute the work with faithfulness, promptness and diligence, or has omitted to fulfill any provisions herein contained; and if the said Town Board shall be satisfied that such report is correct, it shall have the power to declare this contract to be voided and forfeited, broken and violated by the Contractor, and the Town shall have the right and power to procure and employ other persons, by contract or otherwise, to furnish materials and perform the work required by the said plans and specifications, so as to fully execute and complete said work and to use such

materials belonging to the Contractor delivered upon or in the vicinity of the work, as it may elect, and to charge the cost and expense of completing said work to the Contractor.

21. The expense so charged shall be deducted and paid by the Town out of the moneys otherwise payable according to this Contract; and in case such expense shall exceed the sum which would have become payable to the Contractor, had this Contract been fulfilled on the part of the Contractor, then the Contractor shall pay the amount of such excess to the Town, on notice that the same is due; and in case such expense shall be less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor. The Contractor will be entitled to receive the difference.

22. If the work be suspended or delayed by any act or omission of the Town or because the Town does not own or has not obtained possession of, or has not the right to enter upon, the land upon which the work is to be performed, or because of any act or omission of any employee or agent of the Town, or of any other Contractor performing work for the Town, the Commissioner of Public Works shall make such an additional allowance of time for the completion of the work as he may deem proper. No allowance whatever as damages shall be made to the Contractor because of any such suspension or delays, and no claim shall be made by the Contractor on account thereof.

23. That this Contract shall not be construed or understood to release or relieve the Contractor / subcontractors from the consequence of violation of any of the Town ordinances, provided however, that the street, avenue or place where the said improvement is being made, may be used by the Contractor for the necessary prosecution of said work as required by this Contract, and in such manner as least likely to interfere with the rights or to endanger the safety of the public.

24. That the said Town shall not be required to make any payments to the Contractor while the damage sustained by the Town, in consequence of the breach of any of the covenants on the part of the Contractor herein contained, remain unliquidated and unpaid, and the Town shall have the right to retain and apply to its indemnification out of said contract moneys all such sums of moneys as it may be required to pay in consequence of such breach of any of the said covenants of the Contractor.

25. That the Contractor shall be responsible for the entire work until the time of its final acceptance (including work performed by subcontractors.)

26. That no certificate given or payments made under this contract shall operate as or be held to be an admission on the part of the Town that this contract or any part thereon has been complied with, or that any detail of the work has been properly performed, in case the fact shall be otherwise, or so as to preclude any action for damages against the Contractor, should the work and material hereby required not be performed and furnished in every particular in a substantial and workmanlike manner, and of good and proper quality, or should this contract not be faithfully executed in every respect.

27. 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.

28. The Contractor / subcontractors employed by the contractor will comply in all respects with Section 109 of the General Municipal Law of the State of New York and agree that this contract shall not be assigned, transferred, conveyed, sublet or otherwise disposed of, and that it will not assign, transfer or dispose of its right, title or interest therein or its power to execute such contract, to any other person, company or corporation, without the previous consent in writing of the said Party of the First Part, under the penalties therein expressly provided.

29. The Contractor / subcontractor employed by the contractor will comply in all respects with Section 108 of the General Municipal Law of the State of New York and agrees that it will during the life of

this contract keep all employees in its employ insured as required under the provisions of the Workmen's Compensation Law, as amended, and the contract shall be null and void and of no effect unless the Contractor shall secure compensation for the benefit of and keep insured during the life of said contract such employees, in compliance with the provisions of said Workmen's Compensation Law. Appropriate Certificate of Liability Insurance Certificates shall be furnished to the Town of Bedford by the Contractor prior to commencing work as specified within this contract. The Town of Bedford shall be listed as Additional Insured on all such documents. The Contractor will ensure subcontractors they employ carry the same coverage. The Contractor will ensure Subcontractors Worker's Compensation insurance information listing the Town of Bedford as Additional Insured is also furnished to the Town prior to commencement of work as specified within this contract.

30. The Contractor represents that the bid, prior to the bid opening, was independently arrived at without collusion with any other Bidder or with any competitor or potential competitor; was not knowingly disclosed prior to the bid opening to any other Bidder, competitor or potential competitor; and that no attempt was made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.

31. This contract is subject to all the items and covenants set forth as required by the Department of Labor of the State of New York.

32. The Contractor will fully comply with all other statutes, acts, ordinances, rules and regulations applicable and having the force of law.

33. To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Bedford, it's 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, it's 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.

35. The Contractor 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.

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) 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

4) Property Insurance

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

5) Owners Contractors Protective Insurance \$1,000,000 Per Occurrence/\$2,000,000. Aggregate, with the Town of Bedford as the named insured.

- 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.

36. The Contractor shall take all the necessary steps to insure the public safety and that no property damage occurs to the Town or private property while undergoing paving operations (and ensure subcontractors perform accordingly.)

37. 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.

38. 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.

39. (a) Contractor shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished or utilized by the Contractor during the performance of Services.

(b) The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.

(d) The Contractor shall indemnify and save harmless the Owner and the Building Inspector from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have suffered, by any person as a result of any work conducted under this Contract.

The safety provisions of applicable laws, buildings and construction codes and the safety codes 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 also be observed.

40. Any losses or other liabilities resulting from theft, damage or unauthorized use of Owner's property, by any party other than Contractor, shall be borne by the Owner.

41. 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.

42. This Contract and performance under it shall be governed by and construed in accordance with the laws of the State of New York. All claims counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

43. 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.

IN WITNESS WHEREOF, the Town has caused its corporate seal to be hereunto affixed and these presents to be signed by its SUPERVISOR thereunto duly authorized; and the Contractor has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer, the day and year first above written.

*(Corporate Seal)*

COMPANY NAME

By \_\_\_\_\_  
PRINT

NAME OF OFFICER & TITLE

\_\_\_\_\_  
SIGNATURE OF OFFICER

TOWN OF BEDFORD

By \_\_\_\_\_  
LEE V.A. ROBERTS, SUPERVISOR

ATTEST

\_\_\_\_\_  
LISBETH FUMAGALLI  
TOWN CLERK

ACKNOWLEDGMENT

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER )

On \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

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



## **SPECIFICATIONS**

### **DESCRIPTION OF WORK**

These specifications are designed to accomplish the work of resurfacing various streets, parking lots, and miscellaneous work, as described in the attached list within Town of Bedford.

The work to be performed under this contract shall consist of resurfacing existing pavements with asphalt concrete. Affiliated work includes preparatory pavement rotomilling; full depth road reclamation; and the adjustment of existing manholes, catch basins and structures to conform to the finished grade of pavement after resurfacing (including provision of collars to raise catch basins, manholes, and utility structures as needed.) Other ancillary work includes traffic control, transport and disposal of spoils and all other items as indicated in ITEMIZED BID SUBMISSION form above.

NOTE: The Contractor shall "key cut" all intersections of streets and driveways by notching the existing pavement, twenty-four inches (24") wide minimum and three (3") deep on Streets and a minimum of 8" wide and 2" deep across the intersections of the road to be paved with driveway openings. If necessary to ensure proper drainage, raised driveway aprons shall be installed by the contractor in order to minimize the flow of storm water from the street onto the abutting property owner's driveway or to minimize puddling of water at these locations as a result of storm events. Joint sealer (hot asphalt concrete) shall be applied where new pavement meets old pavement. All streets shall be cleaned and key cuts, and structure edges contacting new pavement edges sprayed with a "Tack" coat prior to paving. If appropriate, keyways shall also be cut around all existing catch basins not raised to grade to provide adequate thickness, elevation and bonding of new pavement.

The furnishing and placement shall conform to current Standard Specifications, construction and materials, according to the New York State Department of Transportation Specifications. The Contractor is responsible for the basic maintenance and protection of traffic at all times. No vehicle traffic shall be permitted for at least 90 minutes. All other work required to complete this contract in all its scope shall be to the satisfaction of the Commissioner of Public Works. The Commissioner of Public Works will designate the order in which the streets are to be resurfaced. Emplacement of hot asphalt will not be allowed if the temperature is below 45 degrees F. or if it is raining or snowing. Unless otherwise authorized by the Commissioner of Public Works, all work must be performed between the hours of 8 AM to 3.30 PM Monday through Friday (excepting town observed holidays such as Memorial Day, Independence Day, Labor Day, Columbus Day, etc.)

Each bid shall be accompanied by a statement from the Bidder stating the location of the plant in which the asphalt concrete shall be mixed. As stated previously, the asphalt plant providing mix to the job site shall be located no further than 20 road miles from the DPW offices at 301 Adams St. in Bedford Hills, NY.

All work shall be guaranteed for a period of two years and maintained during that time by the Contractor without expense to the Town of Bedford and to the satisfaction of the Commissioner of Public Works.

**CONTRACTOR REQUIREMENTS (detailing requirements as indicated in ITEMIZED BID SUBMISSION above)**

**A. MATERIALS:**

1. **Paving Materials** - The Asphalt Materials shall conform to New York State Department of Transportation Standard Specifications for NYS 403.17 - Type 6F 3 Top Course, NYS 403.17 for Type W 6F 3 warm mix (as an alternate) and NYS 402-067202 polymer modified alternate 6.3 MM F2. Base course binder asphalt, if required shall meet requirements of NYS 402.12 Type 3 Asphalt Binder. Separate line items are provided in the ITEMIZED BID SUBMISSION above for each of these pavement types.
2. **Forms** - Except where pavement is laid against curbs or headers, the Contractor shall use steel or wood forms having a minimum length of 10 feet for tangents and long radius curves if designated by the Commissioner of Public Works. Forms for shot radius curves shall be shaped to required curvature. Forms shall otherwise be straight and free from bends. They shall be cleaned and oiled before pavement is placed against them, repeated daily as forms are moved ahead for reuse. Forms shall resist the pressure of pavement and the impact off roller without movement. They shall rest firmly on sub-grade, be joined neatly and tightly and be staked securely with 3 bracing pins to each 10 - foot length. All form work shall be completed at least 200 feet in advance of paving.
3. **Manufacture** - Mineral aggregates for the Type 3 binder and Type 6F course shall be comply with NYSDOT requirements. These materials shall be heated in dryers to between 275 degree F and 350 degree F and screened to graded sizes. They shall be introduced into the mixer at temperatures from 275 degree F to 325 degree F and mixed dry for at least 15 seconds to produce a homogeneous mixture in which all particles of the mineral aggregate are completely and uniformly coated with the asphalt cement. The mixer shall be a twin pug mill. Batteries of small batch mixers will not be allowed. The methods of manufacture of Type W6F warm mix and Type 6.3 MM F2 polymer modified top course alternatives shall similarly adhere to minimum standards as specified by the NYSDOT.
4. **Hauling and Depositing** - The conventional Type 6F top and Type 3 binder (i.e. asphaltic concrete) shall be delivered from mixer to pavement location in trucks with canvas covers for maintaining the heat to at least 250 degrees F. In cool weather truck bodies shall be heavily insulated. To prevent undue compacting in long hauls, partitions may be required for large truck loads. The inside surfaces of trucks shall be coated with whitewash of lime and water or a soap solution before loading. No oil is permitted for coating. The mix shall be dumped upon platforms or into the hopper of spreading machine. Type W 6F Warm mix and type 6.3 mm F2 polymer modified alternatives shall be similarly handled in accordance with NYSDOT requirements and plant recommendations.
5. **Laying and Finishing** - Before paving, all loose and foreign material shall be cleaned from the surface of the base course by brooming. The contract surfaces of all curbing, gutters, manholes and of adjacent pavement edges shall be painted with asphaltic material (i.e. tack coat) before placing the course.

After being dumped on platforms, the mix shall be distributed with hot shovels and raked to an even surface of a thickness that will give the required depth after compaction. When the mix is

placed with a finishing machine, it shall, when rolled, have the required grade and crown and shall be free from surface depressions or irregularities. Unless otherwise authorized by the Commissioner of Public Works, the depth of any one course of plant mix shall not be greater than two inches (2") before consolidation (i.e. rolling.)

The paving of each course shall be done as continuously as practicable to reduce the number of joints.

No asphaltic materials shall be placed from October 15th to May 1st except by written permission of the Commissioner, nor when the air temperature is below 45 degrees F, nor when the foundation is damp. The Contractor shall provide thermometers for determining the temperatures of the asphalt cement and of the mix. Paving shall not be performed during periods of precipitation.

6. **Rolling** After placing and while still hot and workable, the mix shall be rolled longitudinally beginning at the edges of the pavement and working towards the center and overlapping by one-half the rear wheel of the roller. The roller wheels shall be kept wet to prevent the asphalt from sticking. After being rolled longitudinally, the surface shall be cross rolled on diagonal lines from a tangent at one side to a tangent at the opposite side. Places inaccessible to the roller shall be compressed with hot iron tampers.

Rollers used for asphaltic courses shall be self propelled tandem rollers weighing between seven and ten tons. They shall give a compression under the rear roll of not less than 300 pounds per square inch, and shall be provided with pans which shall prevent ashes, gasoline, oil or grease from dropping upon the pavement. One roller shall be used for each 150 square yards laid in one hour.

The surfaces of the courses shall be tested after rolling with a 16-foot straight edge laid parallel with the center line and any variations from a true line exceeding 1/4 inch shall be eliminated or the pavement relaid. Polymer modified alternate shall be compacted in accordance with NYSDOT requirements and manufacturing plant recommendations.

7. **Joints** - Before laying hot mixtures against cooled mixtures, the existing pavement shall be cut to a true vertical line and painted with asphalt cement (i.e. tack coat.) At joints, mixtures which have cooled may be heated by mounding over with hot materials which are later removed. The heated mixture shall be raked and immediately joined with the hot mixture of the course to be laid.

## **B. PREPARATION OF SURFACE:**

The Town will have the option of machine sweeping the streets prior to paving. However, the Contractor shall be responsible for thoroughly cleaning the pavement prior to resurfacing. A separate line item shall be included in the Vendor's price for street sweeping in the event that the town opts to use the Vendor's mechanical sweeping services. All gas and water valve boxes shall be adjusted to conform to the contour of the proposed surface by others. In the event that utility companies opt to adjust their own structures, it will be the responsibility of the Contractor to inform and coordinate with the abovementioned utility companies in order to facilitate the resetting of water and gas valve boxes or other structures in an efficient manner.

## **C. TACK COAT:**

A tack coat shall be applied on all vertical cuts, including along curb, gutters and all structures to provide a closely bonded watertight joint. Tack coat shall be uniformly applied to the surface at the rate of 0.05 to 0.20 gallons per square yard utilizing an approved tank truck with spray bar. No hand held spray bars will be allowed. Tack coat material shall be SS-1, SS-1H, SS-K or SS-KH. The Commissioner of Public Works reserves the right to require the Vendor to apply a preliminary tack coat to the entire width of the roadway (as in the case of paving on top of a concrete slab road.) A separate line item is included in ITEMIZED BID SUBMISSION above for this purpose.

**D. KEY - CUTS:**

The Contractor shall provide pavement keys at all points where new pavement shall meet existing pavements (beginning and end at pavement sections.) The Contractor is responsible to ensure that the transition of the newly paved surface matches into the existing roadway as smoothly as practicable. Therefore, a horizontally tapered key cut no less than 5' wide for every inch of depth shall be required to ensure any "bump" in the roadway is minimized where the section of newly paved road needs to match into existing roadways along straight sections of road (this excludes intersections and driveway aprons which shall be key cut in a conventional fashion.). The Contractor is responsible to adjust driveway aprons as necessary and to apply asphalt pavement along the opening of each driveway and at the sides each side of the driveway as needed to ensure stormwater on the roadway does not wash onto and erode or puddle in front of the driveway or on private property. If deemed appropriate, the contractor shall furnish and install manufactured risers in addition to, or in place of key cuts around catchbasins, manholes, and utility structures. It is expected that the contractor will perform any affiliated masonry work needed to ensure structures are appropriately elevated to meet the new pavement grade. This work shall be considered by the contractor when they provide their price quote. Separate line items are provided in the ITEMIZED BID SUBMISSION for key cuts and risers.

**E. MAINTENANCE AND PROTECTION OF TRAFFIC WORK:**

Under this item, Contractor shall maintain traffic for the duration of the Contract and protect the traveling public from all damage to person and property within the limits of, and for the duration of the contract, all in accordance with the plans and specifications and as directed by the Commissioner of Public Works.

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of hazard and delay. In order to adequately maintain and protect traffic, Contractor shall perform the following additional minimum requirements as directed by the Commissioner of Public Works.

1. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.
2. Keep the surface of all pavements used by the public free and clean of all dirt, debris, stone, timber, or other obstructions to provide safe traveled ways.
3. Provide competent flag personnel / Bedford police officers and watchmen as may be required for the guiding of traffic, for use as directed by the Commissioner of Public Works. A separate line item is provided in the ITEMIZED BID SUBMISSION above for Bedford Police Department traffic control. A written traffic control plan must be drafted by the contractor and approved by the Department of Public Works prior to construction on any one street, if deemed appropriate by the Commissioner of Public Works.

4. Conduct his operations to insure that one-half of the roadway be opened to traffic at all times, unless approval for road closing is granted by the Commissioner of Public Works.
5. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
6. Provide all cones, barricades, signs and warning devices as may be required, and/or as ordered by the Commissioner of Public Works to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest "FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
7. Two way traffic must be maintained at all times, unless otherwise authorized by the Commissioner of Public Works.
8. The Contractor shall cover with steel plates, all open trenches at the close of each work day. Such plates shall be furnished by the Contractor and shall, if needed, abut each other and be wedged at each end of trench to prevent plates from sliding open. All catchbasins shall be covered over by the Contractor prior to the application of pavement to ensure they do not become filled with asphalt or milling debris.
9. When work is to be performed fronting a driveway, the Contractor must notify the residents and advise the residents of the situation, affording them ample time to relocate any vehicle which might be rendered inoperable because of said construction. The Contractor is also responsible for emplacing temporary signs at the ends of the roadway no less than 30" x 30" in dimension indicating that road resurfacing is to occur and the date that the road work will be in progress. This shall occur at least one working day prior to the commencement of operations.
10. The Contractor will be responsible to ensure all vehicles, trailers, dumpsters, etc. are removed prior to and during prep work/paving operations if the Commissioner of Public Works deems appropriate. The Contractor is responsible to coordinate vehicle removal operations with the municipal police department. A separate line item on the ITEMIZED BID SUBMISSION above is provided for vehicle towing for this purpose.

**F. INGRESS AND EGRESS:**

The Contractor shall provide and maintain, at all times, safe and adequate ingress and egress to and from intersecting roadways, homes, businesses, and commercial establishments at existing or at new access points, consistent with the work, unless otherwise authorized by the Commissioner of Public Works. On roadways on which motor bus service is maintained, he shall provide suitable areas or locations for the loading and unloading of passengers. The existing pavement, at improved intersection streets, shall not be disturbed without prior consent of the Commissioner of Public Works.

**G. THE CONTRACTOR'S ATTENTION IS DIRECTED TO:**

1. Responsibility to meet with the Commissioner of Public Works and the Police Traffic Division, prior to start of this work, to insure that his methods for maintaining and protecting traffic are acceptable. (Including the submission of a written traffic control plan, if deemed appropriate by the Commissioner of Public Works.)

2. If in the opinion of the Commissioner of Public Works, uniformed police are required, Contractor shall hire and pay for same (for direction of traffic.)
3. The above specifications are **MINIMUM** requirements only. If, upon notification by the Commissioner of Public Works, the Contractor fails to correct any unsatisfactory condition within 24-hours of being so directed, the Commissioner of Public Works will immediately proceed with adequate forces, to properly maintain the project, and the entire cost of such maintenance shall be deducted from any monies due to Contractor.

**H. WITHHOLDING OF PAYMENT:**

1. If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24-hours, the Commissioner of Public Works shall correct the adverse conditions by any means he deems necessary from any monies due the Contractor. The cost of this work shall be in addition to the non-payment for Maintenance and Protection of Traffic listed above.
2. However, where major nonconformance with the requirements of this specifications noted by the Commissioner of Public Works, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Commissioner of Public Works regardless of whether corrections are made by the Public Works Department as stated in the paragraph above.

**I. BASIS FOR PAYMENT:**

The basis payment for this item shall be calculated in accordance with the bid submission unit prices provided by the contractor in the ITEMIZED BID SUBMISSION above and accepted by the Commissioner of Public Works.

**J. CUT OUT ASPHALT AROUND EXISTING CASTINGS**

Under this item the Contractor shall lower the existing grade immediately surrounding existing castings to remain at their current elevation. Unless otherwise stated surrounding pavement materials shall be removed to a horizontal distance of 24" and a vertical depth of 2" from the castings outer dimensions. The owner shall specify which castings are to be cut-out. The Commissioner of Public Works may allow manhole and catch basin risers to be used if it is deemed in the Town's best interest.

The basis of payment shall be the number of castings cut-out to the satisfaction of the Commissioner of Public Works, at the unit price bid for the item. The price bid for this item shall cover the cost of all equipment, labor, and materials to properly perform the work, including the necessary excavation, and the hauling of any excess excavation to the disposal site. A separate line item is provided in the ITEMIZED BID SUBMISSION above for this purpose.

**K. ADJUSTMENT OF MANHOLE HEADS AND CATCH BASINS TO GRADE**

Under this item, the Contractor shall adjust the cast iron heads of manholes as may be required to bring the castings to the level of the proposed new pavement surfaces. The space between the bottom of the casting and the top of the existing structures shall be completely filled with mortar. The excavation shall be backfilled using only concrete of 1:2:4 mix proposition. The top of the concrete shall meet the level of the existing surface.

The quantity to be paid for under this item shall be the number of structures properly adjusted in accordance with the specifications. The price bid for this item shall cover the cost of all labor and materials to properly perform the work, including the concrete for backfilling around the manhole heads, catch basin frames, and the necessary excavation, and the hauling of any excess excavation to the disposal site. As stated above, The Commissioner of Public Works may allow the Vendor to provide and utilize manhole and catch basin risers to adjust manholes, catch basins and other utility structures if it is deemed in the Town's best interest. Separate line items are provided in the ITEMIZED BID SUBMISSION above for both KEY CUT CASTINGS and MANHOLE AND CATCH BASIN RISERS for this purpose.

## **L. ROTOMILLING**

Rotomilling shall be priced by the square yard removed. This includes both full width rotomilling and Curb Line only rotomilling.

Curb Line Rotomilling (if requested by the municipality) shall include the provision of labor, material and equipment to rotomill a strip 2' to 7' wide from the curb. All material to be removed by the Contractor and roadway swept clean. All traffic maintenance and safe passages to be included.

Full width rotomilling of the entire width of the street shall include milling the surface for the pavement curb to curb as specified by the Town. The Contractor is responsible to remove all material generated by these activities and to sweep the roadway clean both during and after the rotomilling process. All traffic maintenance and safe passages to be included (above and beyond Police Traffic Control.) The Town of Bedford will accept grindings produced by the either curb line or full width rotomilling process at their facilities located on Crusher Road in Bedford Hills. The Contractor is responsible for the transport of these materials from the work site to the Crusher Road facility in Bedford Village and for any traffic control / police officers, public notice, vehicle towing and other safety requirements that may be necessary during the course of rotomilling activities. Rotomilling activities shall take place between the hours of 8am – 3.30 pm Monday – Friday (not including town observed holidays.) unless permission is first obtained from the Commissioner of Public Works. Separate line items are provided in the ITEMIZED BID SUBMISSION above for rotomilling.

## **M – LINE STRIPING**

Under the direction of the Commissioner of Public Works the Contractor shall reapply all line striping that was removed as a result of paving operations in accordance with NYSMUTCD and the New York State Department of Transportation Standard Specifications Sections 635, 640 and 685 as required replacement marking work includes the replacement of:

4" Double Yellow centerlines

4" White passing lane centerlines

4" White shoulder demarcation lines

Crosswalks / Stop Bars

Traffic Control Paint shall be Latex with reflective glass beads and be of a type approved by the Department of Transportation Standard Specifications 635, 640 and 685. Separate line items are provided in the ITEMIZED BID SUBMISSION above for this purpose.

#### **N – PER TON ADDITIONAL SURCHARGE NIGHT WORK – ASPHALT**

Additional surcharge (extra cost) to Resurface at Night – Same as noted above, except the work would be performed between the hours of 11:00 p.m. – 6:00 a.m. A separate line item is provided in the ITEMIZED BID SUBMISSION above for this purpose

#### **O – PER SQUARE YARD ADDITIONAL SURCHARGE NIGHT WORK ROTOMILLING**

Additional surcharge (extra cost) to Rotomill at Night – Same as Item 4, except the work would be performed during the hours of 11:00 p.m. – 6:00 a.m. A separate line item is provided in the ITEMIZED BID SUBMISSION above for this purpose.

#### **P – FULL DEPTH (IN PLACE) ROAD RECLAMATION**

Full depth road reclamation shall be priced by the square yard processed per 6 inch depth. This includes both in place milling of existing material and the subsequent rolling of the material by a mechanical roller of sufficient size and weight to effectively compact the resulting material in order to receive a topping of bituminous concrete pavement. It also includes transport and disposal of any residue (if so generated) at the Bedford Public Works Department facility on Crusher Road.

The work area cleanliness and safety by the Contractor and roadway swept clean. All traffic maintenance and safe passages to be included.

Payment will be made per square yard per 6 inch depth of reclamation completed. This figure shall be prorated to accommodate different depths. A separate line item is provided in the ITEMIZED BID SUBMISSION above for this purpose.

#### **Q – PER SQUARE YARD ADDITIONAL SURCHARGE NIGHT WORK RECLAMATION**

Additional surcharge (extra cost) to Reclaim Roadway at Night – Same as noted above, except the work would be performed during the hours of 11:00 p.m. – 6:00 a.m. “Night Work.” A separate line item is provided in the ITEMIZED BID SUBMISSION above for this purpose.

**R – ASPHALT CURB CONSTRUCTION:** If deemed necessary by the Commissioner of Public Works, the Contractor shall emplace asphalt curbs along the shoulders of the roadways to be paved. If curbing of this nature is deemed necessary by the Commissioner of Public Works, it shall be emplaced using a mechanical form machine that will extrude it hot and uniform. Hot mix asphalt shall be curb mix that is blended for the purpose 714.06 Curb Mix offered by Peckam Materials Corp or equivalent curb mix. The curb shall be emplaced before the top course or wearing course of the asphalt roadway is applied in order to lock the curbing in place. The final reveal of the curb after the top course is applied shall be 6” tall +/- 1”.

## CONDITIONS

The streets to be resurfaced shall be marked outlining the area to be covered by the Municipalities.

All streets or parking lots to be paved shall be mechanically swept by the Town of Bedford prior to resurfacing, but the responsibility for any additional hand cleaning shall be that of the paving Contractor. The cost for any additional cleaning shall be at the Contractor's expense.

The Municipality shall have the option to utilize a full-time inspector with the paving operation who shall have the authority to alter application rates and quantities in the field. When no instructions of change are made the Contractor shall apply a "2" course of asphalt to the existing road surface that will subsequently compact to 1 ½" depth when rolled.

**The Contractor and the municipality will agree to the asphalt tonnage that will be required to pave each job site prior to the commencement of paving activities. The Contractor will not be allowed to vary the amount previously agreed to by more than 10% of the estimate without first obtaining written permission to do so from the Commissioner of Public Works. Asphalt overages in excess of the 10% of the agreed to estimate will not be paid for by the Department of Public Works unless this permission is first granted by the Commissioner of Public Works.**

**STATEMENT OF NON-COLLUSION  
ATTACHED TO AND FORMING A PART OF BID**

**DATED** \_\_\_\_\_

By submission of this bid, the Bidder and each person signing on behalf of the 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 knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**DATED:** \_\_\_\_\_

**SEAL**

\_\_\_\_\_  
**NAME OF BIDDER**

**BY** \_\_\_\_\_  
**PRINT**  
**TITLE OF OFFICER**

\_\_\_\_\_  
**SIGNATURE OF OFFICER**