

**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:

Cured in place polymer pipe relining repair for the Town of Bedford, NY

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. September 2, 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.

Contract Documents may be obtained from the lower section of Town's Department of Public Works website, which can be accessed at http://www.bedfordny.info/html/d_publicworks.html, between August 19, 2011 and **September 2**, 2011. 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 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. Although this contract is for relining of pipe at two locations (i.e. Lounsbery Rd. and Guard Hill Rd), other locations needing the same type of refurbishment may occur. Therefore, **this contract is to remain in effect for one year from the date of executing the contract. 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) for subsequent one year periods if mutually agreed upon in writing by both the Town of Bedford and the Vendor awarded this contract.**

Dated August 19, 2011

By Order of The Town Board
By Lisbeth Fumagalli, Town Clerk

Bedford Public Works Department
301 Adams St.
Bedford, NY 10507
Phone: 914-666-7669

Bid Specifications Regarding Trenchless Pipe renovation of Storm Culvert for the Town of Bedford, NY.

The Town of Bedford (Westchester County, New York) is considering using trenchless technology (cured in place polymer pipe lining or equivalent.) to renovate storm drain culvert at two locations.

The first location is a storm drain culvert on Lounsbery Road. It is 36” diameter corrugated galvanized storm drain culvert that has the floor rotted out. There is also some separation at the joints where the sections butt together. The run of pipe is c. 110’ long. It is about 16’ below the roadway and facilitates the flow of a seasonal brook that goes from one side of the street to the other. The pipe does not seem to be collapsed.

The Second site is located at the corner of Guard Hill Road and Darlington Road. It is a 250’ run of c. 24” diameter galvanized steel pipe. As is the case above, there is some pipe section separation as well as rusting of the floor in the galvanized sections. The pipe does not seem to be collapsed. (Drawings of the two locations are attached.)

Due to the approximate measurements of the lengths of pipes provided above, interested vendors will submit a per lineal foot price quote which will serve as the basis of the bid award.

The Town of Bedford, NY seeks to rehabilitate the pipe using a cured in-place polymer lining methodology such as the “Channeline System” or equivalent product from another manufacturer. Pipe lining must adhere to American Society for Testing and Materials (ASTM) standards and Specifications. Pipe lining must be of such thickness to ensure the structural integrity of the pipes being so treated. If an equivalent system is proposed, vendor shall document to the satisfaction of the Town that the system will provide functional equivalence.

The Vendor shall provide all labor, tools and equipment to:

- A. Clean the pipes to be so treated prior to emplacing the liner system using a jetting machine or other appropriate apparatus in order to remove all dirt, debris, roots, or other foreign materials, etc.
- B. TV Camera and video tape the pipes to be lined in order to determine both the adequacy of cleaning and the extent of existing damage to the pipe (copies of all video taped records shall be provided to the town as part of this contract.
- C. Temporarily cofferdam off the sections of pipe to be lined as needed to facilitate the actual lining of the pipe.
- D. Insert /affix the lining treatment to the inner walls of the abovementioned culvert.
- E. Post TV camera inspection of the sections of pipe that were lined in order to determine the adequacy of the pipe lining treatment (again, copies of all video taped records shall be provided to the town as part of this contract.

The Town of Bedford will provide traffic control personnel and/or will close the road to traffic as needed. The Town will also provide water supply using a water gallon tanker truck. The Vendor is responsible for the maintenance of safety at the work site and for clean up of the work site as required and for the disposal of all waste materials generated. The Vendor will ensure that the impacted roadways are open to traffic at the end of each work day. Unless otherwise authorized in advance (by the Bedford Commissioner of Public Works), all work must be conducted during normal work hours of the Bedford Public Works Department (Mon-Fri 7AM to 3.30 PM.) The Town will require that work on Lounsbery Road and Guard Hill Road as specified in this contract be completed by the Vendor no later than December 15, 2011.

TECHNICAL REQUIREMENTS FOR CURED-IN-PLACE PIPE (CIPP)

1. INTENT

- 1.1 It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a polymer resin flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. The work shall be completed within 60 calendar days from the award of the bid or at the discretion of the Commissioner of Public Works.

2. REFERENCED DOCUMENTS

- 2.1 This specification references standards from the American Society for Testing and Materials (ASTM). Products proposed in this bid document must meet or exceed appropriate minimum design requirements for type of CIPP pipe restoration proposed as noted in the ASTM including, but not limited to ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe), ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

3. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- 3.1 Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved..

Products and Installers seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:

- 3.1.1 For a Product to be considered Commercially Proven, a minimum of five successful municipal projects of a similar size and scope of work shall be performed in the U.S. and documented to the satisfaction of the Owner to assure commercial viability
- 3.1.2 For an Installer to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in municipal installation. Acceptable documentation of these minimum installations must be submitted to the Bedford Commissioner of Public Works if requested. Installer's project managers must have a minimum of 2 years of CIPP installation experience and must be on-site during the installation of the CIPP products.
- 3.1.3 Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.
- 3.1.4 Proposals must be labeled clearly on the outside of the proposal envelope, listing the product name and installer being proposed.
- 3.1.5 The owner authorizes the use of proven materials that serve to enhance the pipe performance specified herein. Proven materials have passed independent laboratory testing, not excluding long-term (10,000 hour) structural behavior testing, and have been successfully installed to repair failing host pipes in the U. S. for at least 4 years. In addition to the aforementioned, the owner may require that the contractor demonstrate that the enhancements proposed exceed the specifications herein, prior to the installation of the enhanced material systems. This section in no way shall be interpreted as authorization to deviate from the minimum standard practices set forth herein.

4. MATERIALS

- 4.1 Tube - The Tube shall meet the appropriate design and structural requirements as specified by ASTM. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. In addition to polymer, the tube may also contain substances felt layers reinforced with glass or carbon fibers, etc. if deemed appropriate to enhance structural integrity.
 - 4.1.1 The resulting tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the proposed calculated minimum design CIPP wall thickness.
 - 4.1.2 The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.
 - 4.1.3 The resulting polymer tube shall be an impermeable, flexible membrane that will contain the resin and allow the resin impregnation procedure to be monitored.
 - 4.1.4 No material shall be included in the Tube that may cause delamination in the cured CIPP. Upon Final inspection, no dry or unsaturated layers shall be evident.
 - 4.1.5 The wall color of the interior pipe surface of CIPP after installation shall be tinted in a manner that allows a clear detailed examination with closed circuit television inspection equipment to be made.

4.1.6 Seams in the Tube (if any) shall be stronger than the non-seamed material.

4.2 Resin - The resin system shall be a corrosion resistant polymer system including all required catalysts, initiators that when cured within the tube will create a composite that satisfies the requirements of all appropriate sections of ASTM code and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

5. STRUCTURAL REQUIREMENTS

5.1 The CIPP shall be designed as per the requirements of ASTM.

5.2 The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his/her Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (i.e. polymer, etc.) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

5.3.1 The polymer, etc. of the CIPP shall be uniformly bonded. If not monolithic, it shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

5.4 The cured pipe material (CIPP) shall conform to the structural properties, as listed by appropriate portions of the ASTM for the type of materials utilized and site where it is applied.

5.5 The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in accordance with the design equations in as noted in the applicable portions of ASTM.

5.6 As noted above, the Vendor shall provide the Town of Bedford with the Composition and Wall Thickness of the CIPP to be emplaced. The contractor will also furnish the documentation needed to demonstrate to the Commissioner of Public Works that the CIPP product being proposed complies with all requirements as specified by the ASTM, and all associated Federal and State requirements for the applications it is to be used. (these shall include as a minimum, finished CIPP polymer wall thickness, the composition of the CIPP tube (i.e. type of plastics, membranes and other substances used, the strength of the material, resistance to chemicals and abrasion, etc.) as part of the bid package proposal that they submit. **The Vendor shall warrantee the CIPP at each location utilized for a minimum of ten years from the date of emplacement within the culvert. Warranty shall include the full cost of material and labor to repair or replace defective pipe to the full satisfaction of the Town of Bedford.**

6. TESTING REQUIREMENTS

- 6.1 Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP or other applicable sections of the ASTM as needed) If requested by the Bedford Commissioner of Public Works, samples for testing shall be of tube and resin system of the same type that is proposed for actual construction. It is required that CIPP samples meet these chemical-testing requirements.
- 6.2 Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible.
- 6.3 CIPP Field Samples - If requested by the Commissioner of Public Works, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in the appropriate sections of the ASTM have been achieved in previous field applications.

7. INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- 7.1 It shall be the responsibility of the Town of Bedford to locate and designate all manhole access points open and accessible for the work, and provide rights-of-access to these locations. If a street must be closed to traffic because of the orientation of the sewer, the Town of Bedford shall institute the actions necessary to provide access during this for the mutually agreed time period. The Town of Bedford shall also provide free access to water hydrants or a water tanker truck for cleaning, installation and other process related work items requiring water.
- 7.2 Cleaning of Sewer Lines - The Contractor, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Town shall also provide a dumpsite for all non-contaminated debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition. The Town of Bedford will arrange for its disposal. The Vendor is responsible to perform any Gas Free or Confined Space Entry work if needed as part of this bid.
- 7.3 Bypassing Water Flow - The Contractor, when required, shall provide for the flow of storm water around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole or culvert access point and pumping the flow into a downstream manhole, culvert access point or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow. The Town of Bedford may require a detail of the bypass plan to be submitted.
- 7.4 Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Town of Bedford.
- 7.5 Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, that was not evident on the pre-bid video and it cannot be

removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Town of Bedford's representative prior to the commencement of the work and shall be considered as a separate pay item.

7.6 The Contractor shall be responsible for confirming the locations of all branch connections to the culvert being worked on prior to installing the CIPP.

8. INSTALLATION

8.1 CIPP installation shall be in accordance with all appropriate sections of the ASTM:

8.1.1 Resin: The quantity of resin used for the CIPP tube shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

8.1.2 Tube Insertion – The tube shall be positioned in the pipeline using either inversion or a pull-in method (or other approved method) as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole, culvert, catch basin or approved access point and fully extend to the next designated manhole or termination point.

8.1.3 If needed during the curing process, temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

8.1.4 Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. Other methods of curing will be considered if the contractor provides information / documentation to the Town of Bedford pertaining to the curing method being proposed. If needed, a cool-down process shall be conducted that complies with the resin manufacturer's specification.

9. REINSTATEMENT OF BRANCH CONNECTIONS

9.1 If needed, it is the intent of these specifications that branch connections be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Town of Bedford, all laterals will be reinstated. No additional payment will be made for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with this work.

10. INSPECTION

10.1 If deemed necessary by the Bedford Commissioner of Public Works, CIPP samples shall be prepared for each installation designated by the Town of Bedford or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with applicable portions of the ASTM. The flexural properties must meet or exceed the values listed in ASTM specifications for the CIPP being used and its application.

10.2 Wall thickness of samples shall be determined as described in the applicable portions of the ASTM. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as calculated and proposed by the vendor.)

10.3 Visual TV Camera inspection of the CIPP shall be in accordance with ASTM requirements or as otherwise deemed acceptable by the Commissioner of Public Works.

11. CLEAN-UP

11.1 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

12. PAYMENT

Payment for the work included in this section will be in accordance with the prices set forth in the proposal per lineal foot of CIPP emplaced, the size of the pipe and the quantity of work performed.

The Commissioner of Public Works for the Town of Bedford, NY reserves the right to accept or reject any bid for whatever reason deemed in the best interests of the Town of Bedford.

If you are interested in bidding on this job please provide the following information:

Name of Company: _____

Address of Company: _____

Point of Contact: _____

Phone Number of Company: _____

Fax Number of Company: _____

E-Mail Address: _____

In the spaces provided below, please provide information concerning the type of cured in place polymer pipe treatment and documentation as to the specific composition, strength, and warrantee as well as the names and phone numbers of at least 3 references shall be provided by interested vendors at the time they submit their price quote. Use additional pages if necessary.

Please provide information regarding the type of polymer coating material to be used (i.e. epoxy, polyethylene, etc.) _____

Please provide information regarding the finished wall thickness of the CIPP tube when fully cured: _____

Please provide information regarding the load bearing strength of the CIPP tube when fully cured: _____

Please provide warrantee information regarding the product you propose using:

Please provide the names and phone numbers of three references (former clients) that can attest to the quality of your product and service delivered.

1. _____

2. _____

3. _____

The vendor who is awarded this contract will be required to submit necessary Indemnification and Hold Harmless and appropriate insurance documentation.

Price per Linear foot to perform the following work on Lounsbery Road:

- A. Clean 36” diameter culvert all debris, stone, roots, gravel, etc
- B. Cofferdam off section of 36” diameter culvert to be lined (if needed)
- C. Camera record 36” diameter culvert (2x - both pre and post lining)
- D. Install Cured In Place Pipe Lining.
- E. Remove all apparatus, cofferdam materials and otherwise restore work site to previous conditions.

1. Price per lineal foot to install 36” diameter cured in place pipe lining on Lounsbery Road:

\$ _____

Price per Linear foot to perform the following work on Guard Hill Road:

- A. Clean 24” diameter culvert of all debris, stone, roots, gravel, etc
- B. Cofferdam off section of 24” diameter culvert to be lined (if needed)
- C. Camera record 24” diameter culvert (2x both pre and post lining)
- D. Install Cured In Place Pipe Lining.
- E. Remove all apparatus, cofferdam materials and otherwise restore work site to previous conditions.

2. Price per lineal foot to install 24” diameter cured in place pipe lining on Guard Hill Road:

\$ _____

The low bidder will be determined by adding items 1 and 2 above together and dividing by two. Vendors are asked to add Item 1 & 2 and divide y two an provide the resulting sum in the line provided below

\$ _____

Other Price Quotes for possible future usage. Interested Vendors are asked to provide a per L.F. price to perform cured in place polymer lining of the following diameters of storm drain using the same techniques as indicated above. The town will not contact the vendors to perform cured in place pipe work unless the run of pipe is at least 100’ long.

Optional per lineal foot to install 12” diameter cured in place pipe lining (including cleaning, cofferdam and TV work as specified above.)

\$ _____ per L.F. for 12” diameter pipe lining

Optional per lineal foot to install 15” diameter cured in place pipe lining (including cleaning, cofferdam and TV work as specified above.)

\$_____ per L.F. for 15” diameter pipe lining

Optional per lineal foot to install 18” diameter cured in place pipe lining (including cleaning, cofferdam and TV work as specified above.)

\$_____ per L.F. for 18” diameter pipe lining

Sealed bid submissions must be made no later than 1 pm September 2, 2011 to the Town Clerk’s Office 321 **Bedford** Road, **Bedford** Hills, NY 10507 (at which time they will be opened and read aloud.) Bid submission must include the signed Indemnification and Hold Harmless Agreement.

Please contact the Bedford Public Works Office at 914-666-7669 or via email: rmascianica@bedfordny.info or kwinn@bedfordny.info if you need any more information.

TOWN OF BEDFORD
321 Bedford Road, Bedford Hills, NY 10507

MINIMUM INSURANCE REQUIRED BY CONTRACTORS, SUBCONTRACTORS & VENDORS

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) 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.
 - d) 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) Excess/Umbrella Insurance

\$3,000,000 each Occurrence and Aggregate
- 4) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the policies required in 1, 2, and 3 above, 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.
- 5) 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

6) **Property Insurance**

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

7) The Contractor shall not sublet any part of his work without written approval from the Town of Bedford, and 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.

8) 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.

9) 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.

Safety Provisions

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 Town representative on the job site.

Hours

No laborer, worker or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The work must be performed between 7:00am to 3:30pm Monday through Friday. Any exceptions out of these hours must have prior approval by the Department Head in charge of the public work project.

Wages and Supplements

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 comply with the Prevailing Rate Schedule from the New York State Department of Labor annexed hereto as Attachment B.

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.

Town of Bedford
Indemnification and Hold Harmless Agreement

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.

Company

Name: _____

Signature: _____

Title: _____

Date: _____