



# *Village of Brewster*

*50 Main Street  
Brewster, New York 10509*

*Putnam County  
Incorporated 1894*

*845-279-3760 Fax 845-278-7653*

## *Office of Code Enforcement & Department of Public Works*

### ***Specifications for excavation & repair***

1. Before a permit can be issued:
  - a. All Escrow and Permit fees must be paid
  - b. Insurance and bonding certificates must be received
  - c. All sign-offs and approvals from officials must be obtained
  - d. All contractors must be licensed and insured.
2. must be notified at least 24 hours before excavation/breaking ground begins.
3. Applicant is responsible to contact “Dig we must” and have ground marked off identifying underground utilities.
4. All open excavations must be protected in conformance with the requirements listed in OSHA Part 1926.
5. All entry into sewer manholes shall comply with OSHA Confined Space Entry Procedures
6. Pipe sub base material shall be stone, sand and gravel or a combination of specified materials and shall be free from organic and other deleterious material.
7. Pipe bedding material shall be crushed stone or washed gravel. General backfill shall be granular soil materials free from cinders, boulders, clay, debris and deleterious matter. Select backfill shall be well graded granular material, item 4, or bank run gravel. Backfill material shall be placed in 6 inch lifts above the pipe centerline using hand methods compaction to a point 12 inches above centerline. The fill section area shall be graded with the placement of suitable soil material in 12 inch lifts. Each lift shall be compacted.
8. The permanent pavement replacement shall be accomplished within 5 days of the installation or repair.
9. The road cut shall be excavated to specified depth. Clean existing pavement and place tack coat. Asphalt binder shall be placed in the trench to a compacted depth of 4 inches. The asphalt top course shall be 2 inches thick with an additional one foot lap on each side of the previous trench cut (if applicable) (tack coat applied) Final elevation shall match existing grade of road surface.

# **STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS FOR VILLAGE OF BREWSTER PERMIT**

**PERMIT No.:** \_\_\_\_\_

In consideration of receiving the permit from the Village of Brewster referred to above (hereinafter referred to as the "Permit"), the Permittee hereby agrees to the following:

1. The Permittee shall procure and maintain, at Permittee's expense, policies of insurance issued by a company or companies satisfactory to the VILLAGE, as follows:

A. Permittee's Public Liability: Limits:

\$1,000,000 per person Bodily Injury Liability \$1,000,000 per occurrence Property Damage Liability \$3,000,000 Annual Aggregate

And the following coverage:

- Products and Completed Operations
- Independent Contractors
- Explosion, collapse and underground losses (x, c, v)
- Broad Form Property Damage Liability (including completed operations)
- Personal Injury, including hazards a, b and c.

B. Permittee's Contingency Liability Insurance whenever any work is sublet by the Permittee to Independent Contractors. Limits:

- \$1,000,000 per occurrence Bodily Injury Liability
- \$1,000,000 per occurrence Property Damage Liability Automobile Injury Liability \$1,000,000 for any one person Bodily Injury Liability
- \$1,000,000 for any accident Property Damage Liability
- \$3,000,000 Annual Aggregate

C. Workers Compensation Insurance naming the Village of Brewster as additional insured.

2. Before beginning work covered by the specifications in this permit, the Permittee shall submit to the VILLAGE satisfactory evidence that the policies of insurance described in this article have been procured. The VILLAGE shall be named as an additional insured on all of the aforesaid insurance policies and such policies shall require that the VILLAGE be notified not less than thirty (30) days prior to modification, cancellation, termination or non-renewal of any policy of insurance. Insurance policies must be underwritten by insurance carriers that have an A- credit rating or better as rated by Standard & Poor's.

3. All policies and Certificates of Insurance of the Permittee shall contain the following clauses:

A. Village of Brewster is named as an additional insured. Insurers shall have no right of recovery or subrogation against the Village (including its agents and agencies), it being the intention of the parties that the Insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

B. The clause Aother Insurance provisions@ in a policy in which the Village is named as an Insured, shall NOT apply to the Village.

C. The Insurance companies issuing the policy or policies shall have no recourse against the Village (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

D. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Permittee.

4. The following indemnification agreement shall be and is hereby a provision of the permits issued by the Village and shall be endorsed on the reverse side of all Certificates of Insurance:

The Permittee, its contractors, suppliers, sub-contractors, agents and employees shall strictly observe and comply with all applicable safety laws, rules and regulations and with any accident prevention programs of all regulatory agencies exercising jurisdiction. The Permittee further agrees to provide such protection as is necessary to protect its workmen and those of the Village and all sub-contractors from its operations. In the event that additional safety measures are required, the Permittee will install or procure and provide such safety measures at its own expense. The Permittee, its sub-contractors, suppliers, and agent agree to adhere strictly to all provisions of the Federal Occupational Safety and Health Act (PL91-596), as well as the New York State Labor Law and any other statues pertaining to the safety of workers. To the fullest extent permitted by law, the Permittee shall hold harmless, indemnify and defend the Village against all losses, claims, actions, demands, damages, liabilities, fines, expenses, including but not limited to attorney=s fees, resulting from the enforcement of these laws and for related acts of its officers, employees, sub-contractors, suppliers, agents and material men. The indemnity provided by the requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

5. Any and all obligations of the Permittee herein shall also apply and extend to the Permittee’s contractors hired by the Permittee to perform the work described in the Permit.

6. Upon completion of the work described and approved in the Permit, the Permittee shall remain solely responsible for the repair and maintenance of the facilities installed pursuant to the Permit. The Permittee shall remain liable for any and all damages resulting from the failure of the Permittee to properly maintain or repair the facilities installed pursuant to the Permit. If the Permittee fails or refuses to perform the necessary repairs or maintenance of the facilities installed pursuant to the Permit, then the Village may at its option, make such repairs or perform such maintenance, and levy the cost thereof against the property of the Permittee, or may obtain a judgment against the Permittee for the costs thereof, including any additional costs incurred by the Village with respect thereto, including but not limited to attorney’s fees and administrative costs.

7. Failure of the Permittee to comply with any terms hereof, or any other terms of the Permit, may result in immediate revocation of the Permit by the Village.

Permittee hereby acknowledges receipt and review of the above, and hereby executes same agreeing to be bound by the terms hereof.

ACCEPTED BY PERMITTEE:

By(signature):\_\_\_\_\_

Name:

Title:\_\_\_\_\_

\_\_\_\_\_ Date