

PURCHASING DEPARTMENT

COUNTY OF STEUBEN

BID DOCUMENT



Legal Notice

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive sealed bids per specifications for:

Title: Asphalt Concrete; Specified In-Place Project(s) on behalf of the Village of Bath
Document Number: PW-20-112-B

Bid documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. **These documents are also available on the internet; Steuben County website at www.steubencony.org.**

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope. Bids will be received at the Purchasing Department until 1:30 P.M. local time on **Thursday, June 18, 2020**; at which time bids will be opened and read publicly.

Dated: June 5, 2020

Andrew G. Morse
Director of Purchasing

Asphalt Concrete; Specified In-Place Project(s)

GENERAL TERMS AND CONDITIONS

1. Objective:

(R042208)

This bid document is published in order to obtain competitive prices for: **Asphalt Concrete; Specified In-Place Project(s) on behalf of the Village of Bath.** It is intended, but not guaranteed, that four (4) project(s) will be awarded as a result of an award of this bid solicitation.

| PROJECT LOCATION | ESTIMATED LENGTH |
|------------------|------------------|
| Elm Street | 612 feet |
| Mt. View West | 1,550 feet |
| Burton Street | 2,348 feet |
| Warden Street | 1,470 feet |

2. Acquisition of Bid Documents:

(R042208)

- a. Bid documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor’s receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company’s qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient’s equipment, materials, products, and/or services are in compliance with the bid specifications.

3. Document Number:

(R042208)

- a. This document has been assigned the following number: **PW-20-112-B.**
- b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. Examination, Interpretation, Correction of Bid Documents:

(R042208)

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

5. Requirements:

(R051908)

Asphalt Concrete; Specified In-Place Project(s)a. **Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County's intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b. **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Steuben County.

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
 - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.
- c. Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
- i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
 - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

(R042208)

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
 - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
 - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
 - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
 - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder's signature shall be signed by the bidder or the bidder's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.

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- d. Unless otherwise specified by Steuben County, all bids are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**
- e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

7. Non-Collusive Bidding Clause and Certificate:

(R041811)

- a. Clause –
 “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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.”
- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Section 103-d of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

8. Hold Harmless Clause and Form:

(R041811)

- a. Clause –
 “**HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

9. Iranian Energy Sector Divestment Certification:

(05/31/12)

Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).
- b. The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.

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Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this bid document.

10. Required Insurance(s) and OSHA Training:

(R041811)

- a. This bid document includes an information sheet entitled: **STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS AND CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.
- b. **Additional Insured, Certificate Holder, and Bid Document Number -**
 - i. **Village of Bath shall be named* as an "Additional Insured"** in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this bid.
*Note: "**Additional Insured**" shall read – **Village of Bath**, 110 Liberty Street, Bath, New York 14810; reference **9.b.iii**, herein.
 - ii. "**Certificate Holder**" shall read – **Village of Bath**, 110 Liberty Street, Bath, New York 14810; reference **9.b.iii**, herein.
 - iii. With regard to "**Additional Insured**" and "**Certificate Holder**"; unless specified to the contrary herein, the following shall **not** be acceptable to the Village of Bath:
 - Specific departments (committees, sub-groups, etc.) such as "Department of Public Works"
 - Other entities (public or private) and named individuals such as "ABC" Township, "XYZ" Corporation, "John and Mary Doe", etc.
 - iv. The **Bid Document Number and the Bid Title** shall be referenced in the "Description..." / "Additional Comments" section of the Certificate of Insurance form.
- c. Each awardee shall submit an **original** of its **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** (which indicates the contractor's compliance with the above sections a. and b.) to the following: Steuben County Department of Public Works, Attention: Debra Mess, Senior Acct. Clerk Typist, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.
- d. The **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
- f. **Workers' Compensation Insurance Exemption—**
Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g. **OSHA Training—**
Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars (\$250,000.00) or more**; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in

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construction safety and health.” Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder’s/proposer’s submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor’s non-certified laborers, workers, and mechanics.

11. Sales Tax Exemption:

(R042208)

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

12. NYS Labor Law; “Prevailing Wage and Supplements”:

(R040809)

- a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – **“Prevailing Wage and Supplements”**. Steuben County does, in good faith, identify those projects/services it believes to be – “Prevailing Wage and Supplements” projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.
- b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:
In the event the New York State Department of Labor amends the “Prevailing Wage Rate Schedule” applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay “Prevailing Wages and Supplements” shall be required to pay said “Prevailing Wages and Supplements” in accordance with the most current, applicable **“Prevailing Wage Rate Schedule”** in effect at the time the work is performed.
- c. **The General Provisions of Laws Covering Workers; NYS-DOL** requires as follows:
“Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Village of Bath is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Village of Bath shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

13. Wicks Law Projects under \$500,000.

(041811)

Pursuant to Section 101 of the General Municipal Law, bidders on a public works contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which

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shall be open to public inspection. Legitimate construction need shall include, but not to be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

14. Equivalents:

(R042208)

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

15. Supportive Documentation:

(R042208)

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

16. Protection from Claim Against “Or Equal”:

(R042208)

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the Village of Bath free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The Village of Bath is to be free and harmless for any and all legal fees and court costs.

17. Addendum/Addenda:

(R041811)

- a. If an addendum has been issued prior to the County’s receipt of bids; Steuben County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.
- b. Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
- c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

18. Multiple/Alternate Bid Submittal(s):

(R042208)

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For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted. **Note:** However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

19. **Submittal of Bid(s):**

(R042808)

- a. For each bid it submits, **the bidder shall submit two (2) sets of its bid**; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
 - i. One (1) set shall be stamped (or otherwise indicated) as being the "**ORIGINAL**."
 - ii. One (1) set shall be stamped (or otherwise indicated) as being the "**DUPLICATE**" or "**COPY**."
 - iii. Information presented in the "**ORIGINAL**" set of the bid submittal shall prevail.
- b. **Requirements for Addressing the Bid Submittal Envelope :**
 - i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder's name and address and the designation: "**Sealed Bid – Asphalt Concrete; Specified In-Place Project(s) – Village of Bath.**"
 - ii. The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c. Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on **Thursday, June 18, 2020**, at which time bids shall be opened and read publicly.
- d. Facsimile transmitted bids are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a bid submittal must be received at the Purchasing Department by the appointed hour.

20. **Late Bids:**

(R042208)

Bidders shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the bidder's risk. Late bids shall not be considered and shall be returned unopened.

21. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

(R042208)

- a. Steuben County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.
- b. Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

22. **Civil Rights:**

(R042208)

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

Asphalt Concrete; Specified In-Place Project(s)**23. Award of Bid:**

(R042208)

For the purposes of this bid and subsequent award(s), **it is intended that ONE AWARD will be made to the lowest "Sum Total Price Bid for all four (4) Projects"**.

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.
- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

24. Executory Clause:

(R041811)

Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

25. Assignability:

(R042208)

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Public Works and the Steuben County Public Works Committee.

26. Authorized Purchase(s):

(R042208)

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a Purchase Order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

27. Awardee's Failure to Comply:

(R042208)

The awardee's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Village of Bath. Such action would not necessarily preclude further initiatives on the part of Village of Bath to protect and preserve its interests.

28. Sufficient Inventory, Equipment, and Staff:

(R042208)

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Village of Bath to:

- a. Damages
and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Village of Bath being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the Village are less than the cost(s) contracted with the awardee.

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29. Cancellation of Contract:

(R042208)

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

30. Standard(s):

(R070208)

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered “all-encompassing”:

Standard:

ASTM
ANSI
US-EPA/Federal EPA
NYS DOT

Established By:

American Society for Testing Materials
American National Standards Institute
United States Environmental Protection Agency
New York State Department of Transportation

- b. Regardless of whether or not standards* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.
*See a. above

31. Interchangeable Terminology:

(R042208)

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a. Steuben County, County and Owner.
- b. Steuben County Commissioner of Public Works and Commissioner.
- c. Bid Documents, Bid Solicitation, and Bid Specifications.
- d. Awardee, Contractor, and Vendor.

32. Bidders List:

(R042208)

A “Bidders List” shall not be made available prior to the bid opening.

33. Contact Personnel:

(R042208)

Questions, concerns, and/or requests for clarification should be directed to:
Andrew G. Morse, Director of Purchasing.

Telephone (607) 664-2484.

Asphalt Concrete; Specified In-Place Project(s)**GENERAL INFORMATION AND REQUIREMENTS****Completion of Work:**

(R042208)

1. The completion date(s) for the projects specified herein shall be as follows:
 - a. **completion date shall be October 1, 2020**
 - i. Elm Street
 - ii. Mt. View West
 - iii. Burton Street
 - iv. Warden Street

Please note: Commencement and Completion of these projects will require coordination with the Village of Bath's contractor that will perform the required cold mix placement services prior to the final paving.

2. Extenuating circumstances may require the County to extend the project completion date for each, any, or all of the projects specified herein. In such event, the revised project completion date for all effected projects shall be determined by mutual consent. Further, in the event that the completion date of a project has been revised; liquidated damages shall only apply to projects not completed by the revised completion date.

Qualifications:

(R042208)

The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the bidder and/or the accuracy of statements made by the bidder as to its qualification(s).

Quantity(ties):

(R042208)

Steuben County, on behalf of the Village of Bath, intends to make ONE AWARD to the lowest **“Sum Total Price Bid for all four (4) Projects”** as specified in this bid document. However, the Village of Bath reserves the right to increase or decrease said quantities to fit the Villages' budget.

Price Bid:

(R042208)

This document solicits pricing for: **Asphalt Concrete; Specified In-Place Project(s) – Village of Bath.**

1. **The bidder must bid ALL projects.**
2. The bidder shall submit an **“In Toto Price Bid per Ton”** for each material type specified. The term **“In Toto”** shall be understood to mean the aggregate of all costs billable to Steuben County on a per ton basis, the price as a whole cost per ton; including but not limited to, furnish and install all material(s), tack coat, termination detail, intersections with town-roads, driveway aprons, and maintenance and protection of traffic.
3. The bidder shall calculate and submit the **“Total Project Price Bid”** for each of the four (4) projects and the **“Sum Total Price Bid for all four (4) projects”**.
4. For the purposes of this bid and subsequent award, the term “ton” shall be understood to mean two thousand pounds (2,000 lbs.), by weight; U.S. measure.
5. The length of each project and the quantity per each material specified herein are estimated; in tons.

Prevailing Wage and Supplements:

(R100308)

Asphalt Concrete; Specified In-Place Project(s)

The awardee shall be required to pay “Prevailing Wage and Supplements in accordance with NYS Labor Law Articles 8 and/or 9; **prevailing wage rate schedule PRC# 2020005747**. A schedule of prevailing hourly wage rates and supplements can be found on the Department of Labor website at:

<http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1496515> Contact the Steuben County Purchasing Department immediately if the schedule is missing from the bid document. **Reference the GENERAL TERMS AND CONDITIONS section, NYS Labor Law; Prevailing Wage and Supplements clause.**

Bid Surety:

(R042208)

1. The bidder shall include a **fully executed original bid bond with its submittal**. The bid bond shall be issued by a surety company authorized to do business in New York State. The bond shall be in the amount of **five thousand dollars (\$5,000.00)**. A certified check, Cashier’s check, or a bank issued Irrevocable Standby Letter of Credit may be submitted in lieu of a bid bond.
2. The bid surety shall state the bid document title and document number. Said surety shall be made payable to: **Village of Bath**.

Performance Surety:

(R042208)

The awardee shall provide the County with a **fully executed original performance bond** for each project it has been awarded. Each performance bond shall be issued in the amount equal to one hundred percent (100%) of the dollar value of each award. The performance bond shall be issued by a surety company authorized to do business in New York State. **The performance bond shall be submitted to Thomas Gutow, Village of Bath Street Dept. Supervisor, on or within thirty (30) days of Notification of Award or prior to commencement of project; whichever occurs first. A certified check, Cashier’s check, or a bank issued Irrevocable Standby Letter of Credit, may be submitted in lieu of a performance bond.**

Payment Surety:

(R042208)

The awardee shall provide the County with a **fully executed original payment bond** for each project it has been awarded. Each payment bond shall be issued in the amount equal to one hundred percent (100%) of the dollar value of each award. The payment bond shall be issued by a surety company authorized to do business in New York State. **The payment bond shall be submitted to Thomas Gutow, Village of Bath Street Dept. Supervisor, on or within thirty (30) days of Notification of Award or prior to commencement of project; whichever occurs first. A certified check, cashiers check, or a bank issued Irrevocable Standby Letter of Credit, may be submitted in lieu of a payment bond.**

Maintenance Bond:

(R123008)

The awardee shall provide a **fully executed original two (2) year maintenance bond** for each project it has been awarded. Each maintenance bond shall be issued in the amount equal to one hundred percent (100%) of the dollar value of each award. The maintenance bond shall be issued by a surety company authorized to do business in New York State. **The maintenance bond shall be submitted to Thomas Gutow, Village of Bath Street Dept. Supervisor, on or within thirty (30) days of the County’s acceptance of the completed project. A certified check, Cashier’s check, or a bank issued Irrevocable Standby Letter of Credit, may be submitted in lieu of a maintenance bond.**

Standards, Codes, and Laws:

(R123008)

All materials and all work performed to complete the project(s) specified herein, shall comply with all applicable standards, codes, laws, rules, and regulations; including, but not limited to, those promulgated by OSHA, MSHA, New York State Department of Motor Vehicles, and the National Highway Safety Administration.

Asphalt Concrete; Specified In-Place Project(s)**Liquidated Damages:**

(R042208)

The Village and the awardee recognize and agree that time is of the essence in this matter and that the Village will suffer financial loss if the contracted work is not completed in the specified time. Additionally, both parties recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and the awardee agree that as liquidated damages for delay (but not as a penalty) the awardee shall pay the Village **three hundred dollars (\$300.00)** for each and every calendar day that expires beyond the time period stated herein.

Price Adjustment(s):

Price adjustment(s) shall be allowed; provided said adjustment(s) are calculated in accordance with the **PRICE ADJUSTMENT(S)** section of this bid solicitation.

Total Price Invoiced Per Project:

1. Each project shall be invoiced separately.
2. Invoice(s) shall include signed delivery slips.
3. Each project shall require one (1) or more materials; as specified herein. The stated quantity for each of these materials is estimated. The project invoice shall be predicated on the actual quantity for each of the materials used. Said "actual quantity" shall include:
 - a. The tons of material required to pave those intersections where town roads intersect with this County road project.
 - b. The tons of material required to pave those driveway aprons where said driveway accesses the County road project.
4. **Reference: Specific Project Description and Notes section of this document.**

Warranty:

(R042208)

The bidder shall submit manufacturer's standard warranty information with its bid. Warranty coverage must be acceptable to Steuben County. Any and all warranty requirements specified herein notwithstanding, the County reserves as its right, the right to negotiate an acceptable warranty with any and all bidders. Said negotiation would transpire after the bid opening but prior to award. Said negotiation would not allow for modification of bid price(s). Further, the County reserves as its right, the right to reject any and all bids where an acceptable warranty cannot be agreed upon.

Contact Person:

(R042208)

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to:

**Douglas Rapalee, Deputy Commissioner
Steuben County Public Works
3 East Pulteney Square, Bath, New York 14810
(607) 664-2460**

**Tom Gutow, Street Department Supervisor
Village of Bath
110 Liberty Street
Bath, New York 14810
Phone: 607-281-9915**

**PRICE ADJUSTMENT(S) –
Asphalt Concrete**

Asphalt Concrete; Specified In-Place Project(s)

1. Price adjustment(s) shall be based on the **2020 NYS OGS Asphalt Price Adjustments Formula** and the November 1, 2019 average **F.O.B. Terminal Price** of \$521.00 per ton.
2. The unit price(s) of asphalt concrete material(s) purchased from any award based on these specifications shall be subject to price adjustment utilizing the following formula:

Example:

Type 6F Top

Base Avg. Price = \$521.00

New Avg. Price = \$533.00

Total % Asphalt plus Fuel = 7.2%

Price Adjustment:

$$\$533.00 - \$521.00 \times 0.072 = \text{plus (+)} \$0.864/\text{ton}$$

3. TOTAL % ASPHALT PLUS FUEL ALLOWANCE:

The “Total Percent Asphalt Plus Fuel Allowance” for each item is as follows:

| <u>Item</u> | <u>% Asphalt</u> | <u>+ Fuel Allowance</u> | <u>Total % Asphalt + Fuel Allowance</u> |
|----------------------|-------------------------|--------------------------------|--|
| Type 1 Base | 5.0% | 1.0 | 6.00% |
| Type 3 Binder | 5.5% | 1.0 | 6.50% |
| Type 6F Top | 6.2% | 1.0 | 7.20% |
| Type 7F Top | 6.85% | 1.0 | 7.85% |
| Cold Patch | 6.25% | 1.0 | 7.25% |
| Fiber Patch | 6.00% | 1.0 | 7.00% |
| T & L | 6.85% | 1.0 | 7.85% |
| Curb Mix | 7.50% | 1.0 | 8.50% |

4. Price adjustment(s) shall be calculated **and** applied to the original bid price(s). There shall not be a price adjustment unless the change amounts to more than \$0.10 per ton from the original bid price.
5. Price adjustment(s) shall be computed by calculator to three decimal places.
6. Steuben County shall be notified of each, any, **and** all price adjustments. Further, price adjustment(s) shall require the approval of Steuben County.

(R011312)

Asphalt Concrete; Specified In-Place Project(s)

HOT MIX ASPHALT OVERLAY - Project Requirements

1. Material:

- a. Material requirements shall conform with the **New York State Department of Transportation Standard Specifications (1/2/90) for plant mix pavements Sections 401 and 403.**
- b. Shall be any or a combination of the following items; as determined by the Commissioner or his designee:

| | | |
|-----------------|---|-----------------------------------|
| 403.11 | - | Type 1 Base |
| 403.13 | - | Type 3 Binder |
| 403.17 | - | Type 6F Top |
| 403.1901 | - | Type 7F Top |
| 403.21 | - | Truing and Leveling Course |

2. Project Performance Responsibilities:

- a. The **“In Toto Price Bid per Unit”** shall include the transportation of material(s) and equipment to the project site, and all necessary equipment, labor, and materials to complete the project to the satisfaction of the Commissioner or his designee.
- b. The Commissioner or his designee shall determine the type, grade, temperature, and quantity of material(s) to be applied on any and all projects.
- c. It shall be the contractor’s responsibility to assure by whatever means necessary that all surfaces to be paved are properly and sufficiently cleaned before beginning paving operations.
- d. Construction requirements shall conform with **New York State Department of Transportation Standard Specifications Sub-Section 401-3** and shall conform with the instructions of the Commissioner or his designee.
- e. The contractor shall provide competent, trained personnel experienced in all aspects of the placement of hot mixed bituminous pavement.
- f. **“Maintenance and Protection of Traffic”** –
 - i. The **“Maintenance and Protection of Traffic”** as per **NYCRR Volume 1713 (Uniform Traffic Control Devices)** including installation of short-term pavement marking per **NYSDOT Standard Specification Section 619.-1.06** or as directed by the Commissioner or his designee shall be provided by the contractor. All costs associated with maintenance and protection of traffic shall be borne by the contractor.

Note: The contractor shall not use nails, staples, screws, or items of a similar nature, to affix temporary delineators to the pavement surface.
- g. The contractor shall construct a **“Hot Mix Asphalt Overlay Splice”** (pavement termination detail) at both ends of the project in accordance with the NYSDOT termination detail depicted at the end of this section. All costs associated with this work shall be borne by the contractor. No separate payment shall be made for this work.
- h. **NYSDOT Termination Detail – Tackcoat**
Tackcoat(s) shall comply with specifications for NYS-DOT Item #407.0101; Tackcoat. The contractor(s) shall be required to furnish and install a tack coat prior to installing the “Hot Mix Asphalt Overlay”; therefore, where applicable, the **“In Toto Price Bid per Ton”** of material(s) shall include the cost of an applied tack coat.

3. Truing and Leveling:

- a. If needed, NYSDOT 403.21; type to be determined. It is the intent of Steuben County, to get proper cross slope and superelevations throughout the length of these projects. Therefore, in the construction of the truing and leveling portion of this project, the depth of pavement may vary, and may require additional passes to obtain proper transitioning. The necessity for **“Truing and Leveling”** and the depth and transitioning of said **“Truing and Leveling”** shall be determined in the field by Steuben County.

Asphalt Concrete; Specified In-Place Project(s)

4. **Overlay :**

Shall be as specified in each project's "Job Mix Design".

NYS DOT 403.1901; Type 7F Top @ 1-1/2" compacted thickness.

5. **Equipment and Compaction:**

a. **Rollers –**

All rollers shall be an approved vibratory, static steel wheel type, or pneumatic tire type used according to the requirements below for compaction. All rollers shall be in good mechanical condition, free from excessive backlash, and capable of operating at speeds slow enough to avoid displacement of the mixture. The number and weight of the rollers must be sufficient to satisfactorily compact the mixture while it is still in a workable condition. The use of equipment which results in excessive crushing of aggregate will not be permitted.

i. **Vibratory rollers** shall be of a type that are specifically designed for the compaction of HMA mixture. Vibratory rollers shall meet the following requirements:

- Normal Amplitude – 0.05 inches maximum
- Vibration Frequency – 1500 vpm minimum
- Drum Width (dual vibrating drums) – 54 inches minimum
(single vibrating drum) – 84 inches minimum

When the rollers have pneumatic drive wheels, apply release agents to the tires to prevent material pick up.

All vibratory rollers shall be equipped with a speedometer that accurately indicates roller speed in either ½ mph or 50 fpm increments (maximum) throughout the specified operating range.

Vibratory rollers must also be equipped with a speed control device that can be set to prevent the roller from traveling in excess of 2 ½ mph or 220 fpm when the roller is in vibratory mode.

ii. **Static steel-wheel rollers** shall be self propelled and be either 10-12 ton three axle type or 8-10 ton tandem two axle type.

iii. **Pneumatic rubber-tired rollers** shall be self-propelled and consist of two axles on which multiple pneumatic-tired wheels are mounted in such a manner that the rear wheels shall not follow in the tracks of the forward wheels and will be spaced to give essentially uniform coverage with each pass. The axles will be mounted in a rigid frame provided with means for adding ballast. The wheels shall be mounted so as to oscillate individually or in pairs. The tires must be smooth and show no tread pattern, be of equal size and diameter, and be uniformly inflated. Pneumatic rollers shall meet the following requirements unless otherwise approved:

- Maximum Wheel Load – 5,600 lbs.
- Tire Compression on Pavement – 80 +/- psi
- Maximum Axle Load – 22,400 lbs.

b. **Compaction:**

Roll the surface when the mixture is in the proper condition and when the rolling does not cause displacement, cracking or shoving as determined by the County Engineer. Initially roll all courses with the roller traveling parallel to the centerline of the pavement beginning at each edge and working toward the center. Roll the banked curves starting at the low side edge and working toward the super-elevated edge.

Correct at once any displacement occurring as a result of reversing the direction of the roller, or from other causes, by the use of rakes and addition of fresh mixture as required. Care will be exercised in rolling not to displace the line and grade of the edges of the HMA mixture. To prevent adhesion of the mixture to the rollers, keep the wheels properly moistened with water, water mixed with small quantities of detergent or other approved material. Petroleum products or solvents having an adverse effect upon the HMA pavement will not be permitted for use.

Asphalt Concrete; Specified In-Place Project(s)

There shall be no visible defects, such as shallow ruts, ridges, roller marks, cracking, tearing, segregation, or any other irregularities, as determined by the County Engineer, in the pavement when the rolling operation is complete. If these defects are present, correct these defects to the satisfaction of the Engineer or relay the pavement at no additional cost to the County.

Remove and replace with fresh HMA mixture any mixture that becomes loose and broken, mixed with dirt, or is in any way defective. Compact the mixture to conform with the surrounding area. Correct any area showing an excess or deficiency of HMA material.

Vibratory compaction is not permitted when compacting HMA mixtures on structural bridge decks, or other structures with less than 2 feet of cover. When using vibratory compaction, repair all damages, which may occur to the highway components and adjacent property, including buried utility and service facilities, at no cost to the County.

c. **Compaction Quality Control Method:**

The contractor shall supply a density gauge and trained technician to conduct compaction quality control throughout the duration of the project in accordance with this procedure. On the first day of paving, construct a test section on the project site at a location approved by the County Engineer, using the same equipment and procedures to be used in the construction of the remainder of the course being laid. The test section is for the purpose of determining the Pavement Target Density (PTD). Routing paving operations may begin immediately following the construction of the test section once a PTD has been established to the satisfaction of the Engineer based on the evaluation of density readings. Paving operations will not be allowed unless a calibrated density gauge (nuclear or non-nuclear) and an operator are present.

Test Section: Construct a test section maximum of 1500 linear feet long on the mainline which has the same depth specified for the construction of the course it represents. Use the first 300 feet of the test section to stabilize the paving operation. The remainder of the length will be used to determine the PTD. Once a sufficient amount of material has been placed in the remaining test section, compact the pavement initially with a breakdown roller making four vibratory passes or as recommended by the County Engineer. The Engineer will select three random locations and mark these sites so that subsequent density testing can be performed at the same locations. Take density readings at the three selected sites. A density reading is defined as the average of four measurements take at 90 degrees at a location. Make additional machine passes using either the intermediate or the finish roller and take additional density readings at the three previously selected sites after each pass until the increase in density is less than 2 pounds per cubic foot, or until the Engineer stops further compaction because the pavement shows signs of distress.

The Engineer will calculate the average of the density readings at each of the three test locations. The highest average density will be the PTD for monitoring the pavement density during routing paving operations.

Compact the pavement sufficiently to achieve the PTD value. The minimum acceptable density reading will be 96% or maximum of 103% of the PTD in a single test location and 98% of the PTD calculated as a moving average of the last 10 test locations as determined by a density gauge. Take density readings at each location, randomly selected by the Engineer, approximately every 200 feet along the length of the pavement for each pass of the paver. Record these values using the NYS DOT Form BR340.

If density readings over two consecutive locations fall below 96% or above 103% of the PTD or if the moving average of the last 10 density readings falls below 98% of the PTD, stop routine paving operations and determine the cause of the out of range readings.

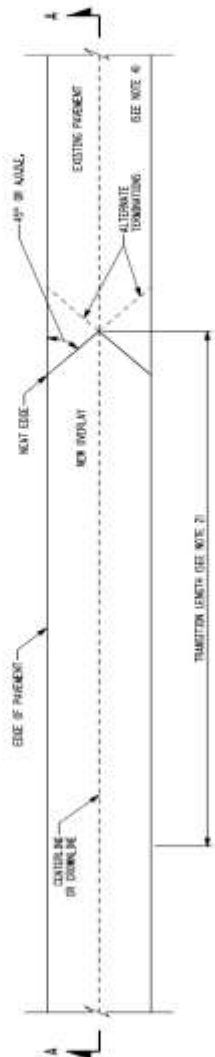
Asphalt Concrete; Specified In-Place Project(s)

NOTES:

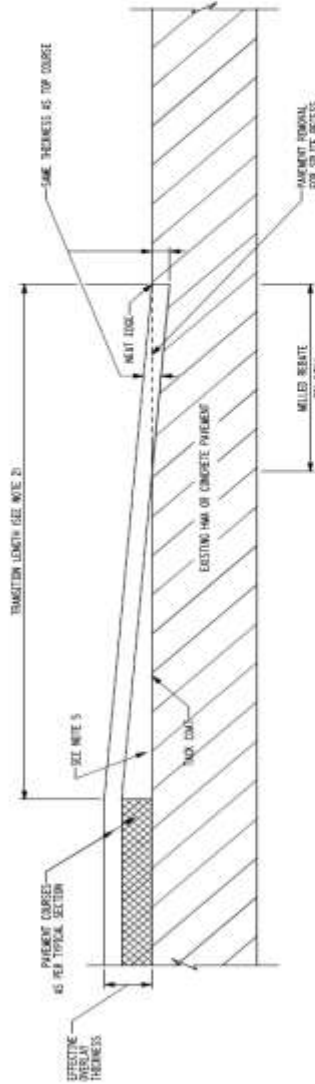
1. HOT MIX ASPHALT OVERLAY SPICES SHALL BE USED AT RATES AS SPECIFIED IN THE SPECIFICATIONS, AND OTHER CONDITIONS INDICATED IN THE PLANS.
2. THE TRANSITION LENGTH IN FEET SHALL NOT BE LESS THAN THE THICKNESS OF THE ASPHALT OVERLAY. THE THICKNESS OF THE ASPHALT OVERLAY SHALL BE DETERMINED BY THE A VALUE FROM THE TABLE FOR THE PROPOSED SPEED OF THE VEHICLE. THE MINIMUM TRANSITION LENGTH IS 30'.
3. ALL SURFACES OF THE PAVEMENT OVERLAY TRANSITION AREA SHALL BE CLEANED AND TOP-COURSED PRIOR TO NEW PAVEMENT. THE EXISTING PAVEMENT SHALL BE REPAIRED TO MEET THE SPECIFICATIONS. THE TRANSITION AREA SHALL BE PAVED UNDER THE SAME TERMS, COSTS OF LEAVING A NEAT EDGE SHALL BE INCLUDED IN THE BIDDING ITEM.
4. SURFACES SHALL BE MADE SO THAT SURFACE RUNOFF IS DIRECTED TO THE EDGE OF PAVEMENT.
5. IN THE TRANSITION AREA, PAVEMENT COURSES THINNER THAN THE TOP COURSE SHALL BE EXTENDED ONE (1) FOOT TO THE EDGE OF THE PAVEMENT.

EXAMPLES OF THE PROPOSED SPEEDS TO MPH:
 EFFECTIVE OVERLAY THICKNESS = 2"
 MINIMUM TRANSITION LENGTH = 2 INCHES X 30 FT/IN = 60 FEET

| PROPOSED SPEED (MPH) | 30 | 35 | 40 | 45 | 50 | 55 | 60 |
|----------------------|-------|-------|-------|-------|-------|-------|-------|
| K | 16.00 | 19.37 | 21.87 | 24.17 | 25.50 | 26.50 | 27.00 |



PLAN



SECTION A-A

HOT MIX ASPHALT OVERLAY SPICE PAVEMENT TERMINATION DETAIL

STATE OF NEW YORK
 DEPARTMENT OF TRANSPORTATION
 U.S. CUSTOMARY STANDARD SHEET

HOT MIX ASPHALT OVERLAY SPICE PAVEMENT TERMINATION DETAIL

APPROVED SEPTEMBER 19, 2008 ISSUED UNDER CD 09-036
 C/O DANIEL ZAMBELO, P.E.
 PROJECT SHEET NUMBER 400-01
 DESIGN

EFFECTIVE DATE: 01/08/09

FILE NAME: P:\PW\1818\953\482-81.dwg
 DATE/TIME: 08-NOV-2008 09:08
 USER: jwh

Asphalt Concrete; Specified In-Place Project(s)

DELIVERY VERIFICATION

1. Each delivery of material shall have a printed, numbered delivery ticket showing date, road name or project, tons, temperature, application rate, and grade of product. Each ticket shall be signed by contractor's driver and the Commissioner or his designee.
2. The Commissioner or his designee will make necessary field measurements to ascertain tons actually delivered and applied.

Asphalt Concrete; Specified In-Place Project(s)

| Specific Project Description and Notes | |
|--|---|
| <p>Elm Street Estimated Length: 612 feet Width: 20 feet Estimated Quantity(ies): • Type 7F Top – 115 tons</p> | <p>Project located Elm Street. Starting at Liberty Street to the end. 7F top at one and one-half inches (1.5”) compacted thickness with tack coat.</p> |
| <p>Mt. View West Estimated Length: 1,550 feet Width: 24 feet Estimated Quantity(ies): • Type 7F Top – 349 tons</p> | <p>Project located on Mt. View West. Starting at Geneva Street and ending at Fairview Drive. 7F top at one and one-half inches (1.5”) compacted thickness with tack coat.</p> |
| <p>Burton Street Estimated Length: 2,348 feet Width: Varies; 22’ & 28’ feet Estimated Quantity(ies): • Type 7F Top – 572 tons</p> | <p>Project located on Burton Street. Starting at Gibson Street and ending at Cross Street, 796’ x 22’. Continue from Cross Street to the end, 1,552’ x 28’. 7F top at one and one-half inches (1.5”) compacted thickness with tack coat</p> |
| <p>Warden Street Estimated Length: 1,470 feet Width: 20 feet Estimated Quantity(ies): • Type 7F Top – 276 tons</p> | <p>Project located on Warden Street. Starting at Geneva Street and ending at Hudson Street. 7F top at one and one-half inches (1.5”) compacted thickness with tack coat.</p> <p>*CONTRACTOR TO COORDINATE WITH THE VILLAGE FOR PENDING WORK ON THIS STREET PRIOR TO THE COMMENCEMENT OF PAVING.</p> |

NOTES:

1. T&L shall be understood to mean: Truing and Leveling.
2. **All required sweeping prior to the placement of Tackcoat will be by the contractor.**
3. **All projects shall include Tackcoat/Item #407.0101 NYS-DOT specifications.**
4. All intersecting village streets shall have their respective intersections paved under this contract. Paving is not to enter the NYSDOT roadway. Coordination with the Village of Bath and the NYSDOT Right of Way may be required.
5. Special note should be taken to the compaction specifications of this bid document; Reference “**MINIMUM – MATERIAL AND PROJECTS SPECIFICATIONS**” section; “**PROJECT**” clause, **Item #4** of this bid document.
6. The length of each project and the quantity per each material specified herein are estimated; in tons.
7. **The contractor(s) shall not exceed the estimated quantity for each of the materials specified herein without express written authorization from the Commissioner. It shall be the contractor’s responsibility to notify the Commissioner or his designee of a possible overrun situation. It shall be the Commissioner’s option whether and how to amend the extent of the project.**
8. **It shall be the contractor(s) responsibility to clean up all areas where the truck(s) and paver(s) clean out during the course of the paving project(s).**

Asphalt Concrete; Specified In-Place Project(s)

FILE DAY, DATE & TIME: **Thursday, June 18, 2020**, 1:30 p.m. local time

LOCATION: Steuben County Office Building
 Purchasing Department
 3 East Pulteney Square
 Bath, New York 14810

BID PAGE 1

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awarder's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

| Asphalt Concrete; Specified In-Place Projects | | | | |
|---|---|--|---|--------------------------------------|
| Project Location and Estimated Length | Material Type(s) Required | Unit Price; (In Toto Price Bid per Ton In-Place) | Estimated Quantity per Material (in tons) | Extended Line Item Price Per Project |
| Elm Street | Type 7F Top | \$ /Ton | 115 | \$ |
| | Bush Avenue Total Project Price Bid: | | | \$ |
| Mt. View West | Type 7F Top | \$ /Ton | 349 | \$ |
| | Cass Street Total Project Price Bid: | | | \$ |
| Burton Street | Type 7F Top | \$ /Ton | 572 | \$ |
| | Mill Street Total Project Price Bid: | | | \$ |
| Warden Street | Type 7F Top | \$ /Ton | 276 | \$ |
| | North Main Street Total Project Price Bid: | | | \$ |

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employer ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Asphalt Concrete; Specified In-Place Project(s)

FILE DAY, DATE & TIME: **Thursday, June 18, 2020**, 1:30 p.m. local time

LOCATION: Steuben County Office Building
Purchasing Department
3 East Pulteney Square
Bath, New York 14810

BID PAGE 2

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and and awardee’s responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

| | |
|---|--------------------------|
| <p align="center">“SUM TOTAL PRICE BID FOR <u>ALL Four (4) PROJECTS</u>” AS SPECIFIED (For bid to be considered, ALL Four (4) projects MUST be bid).</p> | <p align="center">\$</p> |
|---|--------------------------|

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employer ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Asphalt Concrete; Specified In-Place Project(s)

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employer ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Asphalt Concrete; Specified In-Place Project(s)

HOLD HARMLESS CLAUSE

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

(R041811)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employer ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Asphalt Concrete; Specified In-Place Project(s)

Certification Pursuant to Section 103-g of the New York State General Municipal Law

Page 1

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

Village of Bath will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Village of Bath reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

Asphalt Concrete; Specified In-Place Project(s)

Certification Pursuant to Section 103-g of the New York State General Municipal Law

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- b) The Village of Bath has made a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village of Bath would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Village in writing and shall be a public document.

(05/31/12)

| | |
|-----------|-------|
| _____ | _____ |
| Signature | Title |

| | |
|--------------|-------|
| _____ | _____ |
| Company Name | Date |

STATE OF _____)
 COUNTY OF _____) ss:

On the _____ day of _____ in the year _____ 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

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STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. **Steuben County**, 3 East Pulteney Square, Bath, N.Y., 14810 **shall be named as an additional insured** (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

| TYPE OF CONTRACT | COVERAGES REQUIRED | LIMITS REQUIRED |
|--|---|------------------------|
| PROFESSIONAL SERVICES | PROFESSIONAL LIABILITY | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| CONSTRUCTION & MAINTENANCE | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS , PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS) | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| ACQUISITION OF SUPPLIES OR EQUIPMENT | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| COUNTY PROPERTY USED BY OTHERS | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS , PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS , PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104 (R042011)

Asphalt Concrete; Specified In-Place Project(s)

CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE

| | |
|---|--|
| <p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> | <p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>3c. Policy effective period: to</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box "3c", whichever is earlier.***

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.