



**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 Milling**  
**Document Number: PW-19-042-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](http://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, March 7, 2019**; at which time bids will be opened and read publicly.

Dated: January 25, 2019

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Andrew G. Morse  
Director of Purchasing

## Asphalt Milling

### GENERAL TERMS AND CONDITIONS

#### 1. **Objective:**

(R042208)

This bid document is published in order to obtain competitive prices for: **Asphalt Milling Equipment Rental**. This equipment shall be utilized in the performance of planing, texturizing, and cold milling of asphalt pavement and/or “mixed composition” roads. The contractor’s responsibility shall include, but is not limited to, the following:

- a. supply the County with both, an equipment driver/operator and an equipment groundman (equipment’s ground controls operator; if an equipment groundman is required for the proper operation and performance of the asphalt milling equipment) who are trained, competent, and experienced in:
  - i. the operation and maintenance of the rental/rented equipment.
  - ii. the job performance requirements for asphalt milling jobs.

The cost for equipment driver/operator and equipment groundman (if required for the proper operation and performance of the asphalt milling equipment) shall be included in the bidders “*In Toto* Price(s) Bid”.
- b. to supply the County with the asphalt milling equipment on a “**standby**”, rental basis. The term “**standby**” shall mean that the contractor shall have the specified asphalt milling equipment available for rent at any time during the term of the contract and for the length of time said equipment is required by the County.
- c. the supply and mobilization of all of the following to and from a project site within a specified quadrant of the County: Equipment, Equipment Driver/Operator, Equipment Groundman (equipment’s ground controls operator; if an equipment groundman is required for the proper operation and performance of the asphalt milling equipment), and ancillary items (as may be necessary).
- d. the costs for mobilization shall be included in the rental prices bid. Therefore, mobilization shall not be invoiced as a separate line item; nor shall the time required for mobilization to or from the project site be invoiced as rental time. **Note:** Steuben County reserves as its right, the right to transport the rental equipment to other project sites located within the quadrant. There shall not be a mobilization cost charged to either party (County or contractor) for said transport of equipment.
- e. supply the County with equipment which is in good and reliable operating condition.
- f. all costs and labor associated with fuel, operation, maintenance, and repair of rental equipment. Note: All fueling, maintenance, and mobilization of equipment shall be performed prior to or at the conclusion of the standard Steuben County Department of Public Works workday; i.e. Monday –Thursday, 6:00 a.m. – 4:30 p.m. All repair work shall be performed at times and in such a fashion so as to minimize “downtime”. “Downtime” shall be credited to Steuben County on a “per hour of downtime” basis.
- g. furnish proof of sufficient insurance coverage. It is a requirement that all required insurance(s) remain enforced throughout the contract term.
- h. all asphalt milling work shall be performed under the direct supervision of the County Highway Engineer or the project foreman.

#### 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](http://www.steubencony.org).

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- 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-19-042-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)

- 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.

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- 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.
- 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

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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.
- 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. **Steuben County 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.

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**\*Note: “Additional Insured”** shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.

- ii. **“Certificate Holder”** shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 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 Steuben County:
  - Other designations such as “Steuben County Legislature”
  - 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: Debbie 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 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

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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, Steuben County 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, Steuben County 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 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.

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### 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 County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County 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)

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 Milling.**”



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- 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, March 7, 2019**, 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.

### 23. **Award of Bid:**

(R042208)

For the purposes of this bid and subsequent award(s), **it is intended that award(s) be made on a “multiple award” basis.**

- 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).

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**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. Extension of Contract Usage By Political Subdivisions:**

(R042208)

Political subdivisions, as defined in Section #103 of the General Municipal Law may participate in any contract awarded as a result of this bid document. Responsibility, financial or otherwise, for purchase(s) made by other parties as a result of the extension of this contract, shall not be borne by Steuben County.

**28. 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 Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

**29. 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 Steuben County to:

- a. Damages  
and/or
- b. 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.

**30. 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.

**Asphalt Milling****31. 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

**32. 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.
- e. Workday and Standard Steuben County Department of Public Works; Highway Department Workday (i.e. Monday - Thursday, 6:00 a.m. – 4:30 p.m.; unless amended by the Commissioner).
- f. Pavement Grinder, Planing Machine, and Heavy Highway Equipment.
- g. Equipment Operator(s) and Equipment Operator/Driver and Equipment Groundman.
- h. *In Toto* Price and *In Toto* Daily Rental Rate.

**33. Bidder’s List:**

(R042208)

A “Bidder’s List” shall not be made available prior to the bid opening.

**34. Contact Personnel:**

(R041811)

Questions, concerns, and/or requests for clarification should be directed to:

Andrew G. Morse, Director of Purchasing.

Telephone (607) 664-2484.

## Asphalt Milling

### GENERAL INFORMATION AND REQUIREMENTS

#### Contract Term:

(R042208)

From date of award through **December 31, 2019**. Note: **General Terms and Conditions section; Term Contract(s) clause shall prevail.**

#### 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).

#### Quantities: see also – PROJECTS section:

(R042208)

1. A “requirements contract” shall not be established as a result of an award of this bid.
2. **Rental of equipment is not guaranteed.** Actual usage of contract(s) awarded as a result of this bid solicitation shall be “as required by Steuben County.”
3. Steuben County reserves as its right, the right to bid specific project(s) and/or unusually large, single purchase quantities requiring the “same or like” material(s) as the material(s) solicited herein. Contract(s) and/or award(s) in place as a result of this bid solicitation shall not impinge upon contract(s) and/or award(s) issued by Steuben County as a result of a bid specific project(s) and/or bids for unusually large, single purchase quantities.
4. If this bid document specifies “estimated quantities”, said quantities are specified for bid purposes only. These quantities are not intended, nor should they be construed, to reflect the actual purchase requirements of Steuben County.

#### Price Bid:

(R042208)

This document solicits pricing for: **Asphalt Milling**. Bids shall be accepted on the basis of the County’s equipment rental requirements for varying periods of time. This requirement shall be referenced herein as; Rental Period. The bidder shall include information regarding the proffered equipment (i.e. make, model, year, performance characteristics, and equipment operating condition). Bidder(s) need not bid all rental periods.

The “***In Toto* Daily Rental Rate(s)**” submitted by the bidder shall be considered “***In Toto* Prices**”, i.e. the aggregate of all costs billable to Steuben County per day, based on the “**Rental Period**”. *In Toto* prices shall include, but are not limited to, the costs for: equipment, **equipment operator(s)**, mobilization of equipment and operator(s), fuel, maintenance and repair, insurances, and all ancillary items.

1. **Rental Period** – For the purposes of this bid solicitation and subsequent award(s), it is requested that bidders submit *In Toto* Daily Rental Rates for the rental periods specified and defined in the bid section.

#### Prevailing Wage and Supplements:

(R100308)

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# 2019001378**. A schedule of prevailing hourly wage rates and supplements can be found on the NYS Department of Labor website. Click on: <https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1472629> or copy and paste into your browser.

**Reference the GENERAL TERMS AND CONDITIONS section, NYS Labor Law; Prevailing Wage and Supplements clause.**

## Asphalt Milling

### 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: Steuben County Finance.

### Liquidated Damages:

(R042208)

The County and the awardee recognize and agree that time is of the essence in this matter and that the County 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 County if the work is not completed on time. Accordingly, instead of requiring any such proof, the County and the awardee agree that as liquidated damages for delay (but not as a penalty) the awardee shall pay the County **three hundred dollars (\$300.00)** for each and every calendar day that expires beyond the time period stated herein.

### Invoicing:

(R052108)

Invoices shall be calculated per workday of rental. The **"In Toto Daily Rental Rate"** specific to the rental period to be invoiced shall be used. Each workday shall be calculated at 100% of the applicable **"In Toto Daily Rental Rate."** However,

1. Deduction(s) to the invoice shall be made for "downtime" attributable to the contractor. "Downtime" shall be determined by the County in increments of one-half hour (1/2 hour).
2. **"Force Majeure"** shall apply.
3. **"Inclement Weather Rates"**<sup>(5)</sup> shall apply.
4. Additions to the invoice shall be made for **"Hours of Use"**<sup>(3)</sup> in excess of the **"Total Allowable Hours"**<sup>(4)</sup> of use which has been determined for each specific rental period.
5. "Hours of Use" – The measure of usage based on the rental equipment's hour meter. The rental equipment is required to have a properly functioning hour meter. The equipment operator shall be required to maintain a daily log of hour meter readings.
6. "Total Allowable Hours" – Shall be calculated as follows: ten (10) hours times the total number of consecutive workdays to be invoiced. "Total Allowable Hours" may be used in any combination over the applicable rental period.

### 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 Department of Public Works**  
**3 East Pulteney Square, Bath, New York 14810**  
**(607) 664-2460**

**Asphalt Milling**

**PROJECT(S)**

1. **Steuben County has zero (0) specific project at this time. The County reserves as its right, the right to add and/or delete projects at any time during the term of the contract, as it deems necessary.**
  
2. Steuben County intends, but does not guarantee, to schedule the projects to be performed on a continuous basis, i.e. projects to be performed during the County’s standard work day but without lag time during and between projects. However, the County reserves as its right, the right to require the equipment, etc. at any time during the term of the contract.

Project Identification and Location	Project Specifics

## Asphalt Milling

### ASPHALT MILLING SPECIFICATIONS – Equipment, Project, and Performance Requirements

#### 1. General Project Description:

The work consists of planing, texturizing, and cold milling the existing pavement and road shoulders of various highways. The width and depth of the asphalt milling may vary from project to project; reference “**PROJECT(S)**” section. The intent of this process is to improve the profile and cross slope of the existing asphaltic concrete pavement and/or road shoulder.

**Note:** The roadway millings shall remain the property of Steuben County. The Steuben County Department of Public Works shall remove milled material from the job site. The contractor shall load County trucks.

#### 2. Contractor’s Protection of Property:

The contractor shall protect sidewalks, trees, shrubbery, manholes, curbs, valve covers, and any and all other property which may be susceptible to damage during the construction process. Further, the contractor shall be responsible for repair and/or replacement of said damaged property; at no cost to the County. It shall be the contractor’s responsibility to prevent millings from entering drainage structures. Any millings entering any drainage structure shall be removed by the contractor; at the contractor’s expense.

#### 3. Traffic Control:

The County shall provide traffic control, utility stakeout and water, as needed, to the milling machine, as well as, sweeping, chipping around the structures and all other cleanup work that is required.

#### 4. Equipment:

- a. The equipment for grinding and profiling shall be a power operated, planing machine or grinder capable of removing, in one pass, a thickness (depth) of up to seven inches (7”), in one (1) pass, of asphaltic concrete and/or sub base material, as deemed necessary to provide profile, cross slope, and a desired texture uniformly across the entire pavement surface. The cutting drum shall have bi-directional cutting capability. **Minimum drum cutting width shall be six feet, three inches (6’ 3”)**. The equipment shall be self propelled with sufficient power, traction and stability to maintain accurate depth of cut and slope. The reclaimed material will be discharged to the front or rear of the milling machine via a conveyor loading system mounted on the milling machine. The conveyor system shall load the millings directly onto a County truck without discharging them onto the road surface.
- b. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine within +/- 1/8” by referencing from the existing pavement by means of ski or machine shoe or from an independent grade control and shall be controlled by an automatic system for controlling grade elevation and cross slope at a given rate. The milling machine shall be capable of milling the pavement immediately adjacent to a vertical curb face and shall be equipped with means to control dust and other particulate matter created by the cutting action. The speed of the machine shall be variable in order to leave the desired grid pattern.

#### 5. Operator Performance:

- a. The contractor shall supply and designate primary and secondary (backup) equipment operator(s) for both required positions (i.e. equipment driver/operator and equipment groundman (equipment’s ground controls operator; if an equipment groundman is required for the proper operation and performance of the asphalt milling equipment)). The operator(s) shall bear sole responsibility to operate the equipment during the performance of Steuben County projects. This requirement is established to ensure consistent project performance.

**Asphalt Milling**

- b. The equipment operators (or other contractor’s staff) shall be responsible to perform routine maintenance and repair work on the equipment. **Routine equipment maintenance shall be performed prior to or at the completion of the standard Steuben County Department of Public Works workday (i.e. Monday-Thursday, 6:00 a.m. – 4:30 p.m.).**
- c. The equipment operator(s) are required to be trained, competent, and experienced in the effective, efficient and safe operation of the equipment.
- d. The equipment operator(s) are also required to be knowledgeable and experienced in the correct performance requirements for asphalt milling projects.
- e. The equipment operator(s) shall be available on-site to operate the equipment for the entire standard Steuben County Department of Public Works workday (i.e. Monday-Thursday, 6:00 a.m. – 4:30 p.m.).
- f. **“Downtime”** resulting from the non-availability of the contractor’s qualified equipment operator(s) on the project site shall not be charged to Steuben County.
- g. The equipment operator(s) shall be able to work cooperatively with and be able to follow the directions of the delegated Steuben County project supervisor. Steuben County reserves as its right, the right to reject any equipment operator at any time, if the County has concerns as to the equipment operator’s ability to perform in a satisfactory, effective, and efficient manner. Any resultant “downtime” shall not be charged to Steuben County.
- h. The equipment operator shall be required to maintain a daily log of hour meter readings.

**6. Pavement Removal:**

- a. The pavement surface shall be removed to the depth, width, grade, and cross section specified by the County. The County may require that the pavement planing operations be referenced from an independent grade control in those areas where the County deems this type of control to be appropriate.
- b. In the event the entire pavement width along a section of highway has not been planed to a flush by the end of the work period, said “unfinished work” resulting in a vertical or near vertical longitudinal face exceeding 1 ¼” in height; the longitudinal face shall be sloped, in a manner acceptable to the County, so as not to create a hazard to traffic utilizing the roadway during periods when construction is not in process.
- c. In order to avoid creating a traffic hazard, transverse faces that are present at the end of working period shall be tapered in a manner approved by the County. Loose material shall not be permitted to remain on the pavement. All milled surfaces shall be thoroughly swept and millings removed.

**7. Finish(ed) Requirements:**

- a. The planed surface shall provide a smooth ridge surface which is free from gouges, continuous grooves, ridges, oil film, other imperfections of workmanship and shall have a uniform textured appearance.
- b. The chunk size of the milling shall meet the following gradation:

<b>Gradation of Millings</b>	
Sieve Size	Percent Passing
3”	100
2”	90-100
#200	0-10



**Asphalt Milling**

FILE DAY, DATE & TIME: **Thursday, March 7, 2019**, 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 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)

<b>Equipment Information</b>		
<b>Manufacturer:</b>	<b>Model:</b>	<b>Model Year:</b>
<b>Performance Characteristics (e.g. planer, grinder, power, etc.):</b>		
<b>Equipment Condition:</b>		

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Asphalt Milling**

FILE DAY, DATE & TIME: **Thursday, March 7, 2019**, 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 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)

<b>Asphalt Milling</b>			
	<b>Rental Period</b>		
	<b>1 Day</b>	<b>2-4 Days</b>	<b>5 or More Days</b>
<b>Location<sup>(1)</sup></b>	Submit an <b>“In Toto Daily Rental Rate”</b> to be applied to rental periods of 1 work day only <sup>(2)</sup>	Submit an <b>“In Toto Daily Rental Rate”</b> to be applied to rental periods of 2, 3, or 4 consecutive work days <sup>(3)</sup>	Submit an <b>“In Toto Daily Rental Rate”</b> to be applied to rental periods of 5 or more consecutive work days. <sup>(4)</sup>
	\$ /day	\$ /day	\$ /day

- 1) **Location:** Within Steuben County.
- 2) **“In Toto Daily Rental Rate”** for one (1) day only. The total allowable hours of use at the **“In Toto Daily Rental Rate”** shall be ten (10) hours. Hour(s) of use in excess of ten (10) shall be invoiced at one-tenth (1/10) of the *In Toto* daily rental rate per each hour of use in excess of the total allowable hours; for the specific rental period. **Note: “Inclement Weather Rate(s)”** shall prevail.<sup>(5)</sup>
- 3) **“In Toto Daily Rental Rate”** for rental periods of 2, 3 or 4 consecutive work days. The total allowable hours of use at the **“In Toto Daily Rental Rate”** shall be calculated as follows: ten (10) hours/day times the number of rental days equals total allowable hours (Ex. 3 day rental period; 10 hours/day x 3 days = 30 total allowable hours). Hour(s) of use in excess of the total allowable hours shall be invoiced at one-tenth (1/10) of the *In Toto* daily rental rate per each hour of use in excess of the total allowable hours; for the specific rental period. Hours of use during the rental period need not be uniform. Any combination of hours of use per day, the sum of which when added together equals the total allowable hours for the specific rental period shall be acceptable. **Note: “Inclement Weather Rate(s)”** shall prevail.<sup>(5)</sup>
- 4) **“In Toto Daily Rental Rate”** for rental periods of five or more consecutive workdays. The Total allowable hours of use at the **“In Toto Daily Rental Rate”** shall be calculated as follows: ten (10) hours/day times the number of rental days equals total allowable hours (Ex. seven (7) day rental period; ten (10) hours/day x 7 days = 70 total allowable hours). Hour(s) of use in excess of the total allowable hours shall be invoiced at one-tenth (1/10) of the *In Toto* daily rental rate per each hour of use in excess of the total allowable hours; for the specific rental period. Hours of use during the rental period need not be uniform. Any combination of hours of use per day, the sum of which when added together equals the total allowable hours for the specific rental period shall be acceptable. **Note: “Inclement Weather Rate(s)”** shall prevail.<sup>(5)</sup>
- 5) **“Inclement Weather Rate(s)”**: If the weather forces a “rain out” day (i.e. no work or two hours or less of work performed), the contractor shall be guaranteed a two hour rental fee. If the weather forces a “rain shortened” workday (i.e. more than two hours but less than ten (10) hours), the contractor shall be paid for the exact number of hours worked. Hourly rate shall be determined as being one-tenth (1/10) of the *In Toto* daily rental rate per each hour of use; for the specific rental period.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

Asphalt Milling

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 Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Asphalt Milling**

**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 Employee ID #: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Asphalt Milling**

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).”

Steuben County 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 County 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 Milling

Certification Pursuant to Section 103-g of the New York State General Municipal Law  
Page 2

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

**Asphalt Milling**

**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**

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

**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.