



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: Liquid Bituminous Material(s)

Document Number: PW-19-029-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, February 14, 2019**; at which time bids will be opened and read publicly.

Dated: January 4, 2019

Andrew G. Morse
Director of Purchasing

Liquid Bituminous Material(s)

GENERAL TERMS AND CONDITIONS

1. **Objective:**

(R042208)

- a. This bid document is published in order to obtain competitive prices for: **Liquid Bituminous Material(s)**. Award(s) issued as a result of this bid solicitation shall require awardee to furnish and load liquid bituminous material(s) FOB awardee's plant site **or** to furnish, deliver, **and** apply liquid bituminous material(s) at County designated job site(s). If requested by the contract user, the contractor shall be required to furnish rental equipment **and** labor at rates submitted in response to this bid document.

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-19-029-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

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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.
- 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.

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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.

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)

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- a. This bid document includes an information sheet entitled: **STEBEN 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.
*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: 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 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

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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, 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

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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 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.

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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 – Liquid Bituminous Material(s) and Bituminous Chip Seal In-Place.**"
 - 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, February 14, 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 as follows:**

- a. **Option A – Liquid Bituminous Material(s); State Specifications; FOB Plant Site: shall be awarded on a multiple award basis.**

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- b. **Option B – Liquid Bituminous Material(s); State Specifications; furnished, delivered and applied: shall be awarded per category, (i.e. “emulsion with distributor” and “emulsion for cold mix”) on a line item basis, to the lowest “In Toto Price Bid per Gallon”.**
- c. **Option C – Liquid Bituminous Material(s); AEPM; furnished, delivered and applied: shall be awarded on a line item basis, to the lowest “In Toto Price Bid per Gallon” for Emulsion with Distributor.**

1. 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.
2. 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. **Term Contract(s):**

(R042208)

a. **Commencement of Contract Term –**

In the event a contract is in place at the time of award of this bid solicitation, the award shall not become effective until the current contract has expired.

In the event a contract is not in place at the time of award of this bid solicitation, the award shall become effective as of the date of award.

b. **Short Term Contract Extension –**

Steuben County reserves as its right, the right to **unilaterally extend** any contract(s) awarded as a result of this bid solicitation. Contract(s) may be extended for a period of time not to exceed forty-five (45) days. All terms, specifications, responsibilities, requirements and price(s) shall remain unchanged from the original contract. A written **notification to extend contract** shall be issued by the Commissioner of Public Works to the contract holder(s). **Note:** A contract and/or contracts may not be extended when a succedent award has been made.

c. **Long Term Contract Extension -**

Steuben County reserves as its right, the right to **renew** any contract(s) resulting from this bid solicitation for a definite stated period of time **not to exceed one (1) year in length, where:**

- i. Said renewal is in the form of written consent by all parties to the contract.
- ii. All terms, specifications, responsibilities, requirements, and price(s) remain unchanged from the original contract.
- iii. Said renewal is approved by the appropriate representative(s) and/or committee(s) of the Steuben County Legislature.

Liquid Bituminous Material(s)**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. 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.

29. 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.

30. 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.

31. 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.

32. 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: Established By:

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ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	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

33. **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.

34. **Bidder’s List:**
(R042208)

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

35. **Contact Personnel:**
(R041811)

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

Telephone (607) 664-2484.

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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:

(R061208)

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).

1. Bidder shall have access to a complete and permanently operating manufacturing plant with facilities located within a reasonable delivery distance to job sites.
2. Operator of plant facilities shall have a minimum of two (2) years' experience in the production of the type of material specified to insure proper mixtures and satisfactory service. The vendor at the time of bidding shall have available the equipment with which he intends to complete the contract, if so awarded.
3. The bidder shall own, operate, maintain, or have immediate access to, a working laboratory. The laboratory shall be equipped with all equipment necessary to perform all specified tests on the liquid bituminous material sample. The laboratory shall be operated by a full time qualified technician and shall be available for use by any Public Works personnel. In addition, the laboratory shall also include sufficient equipment to test aggregates and mixes required by NYS DOT materials method #5 and appropriate Pennsylvania Department of Transportation's specifications. The Public Works Department may at any time have samples tested by certified independent testing laboratory.
4. Past work and product performance shall be considered in the determination of bidder qualifications. "Past work and product performance" shall be defined as follows:
 - a. Performance of supplied materials as it relates to stone retention, bleeding, rideability, durability and ability to withstand climatic conditions, based on historical information on projects in and for, but not limited to Steuben County.
 - b. Availability of materials, manpower and equipment to meet specified performance criteria.
 - c. Satisfactory resolution of disputes relative to warranty of materials and workmanship on past projects.
 - d. Satisfactory application of emulsion on past projects including desired rate of application free from grain drilling, dry spots or other deficiencies.

Quantities:

(R042208)

1. A "requirements contract" shall not be established as a result of an award of this bid.
2. **Quantities are not guaranteed.** A minimum and/or maximum quantity **shall not** be established. All purchases, and therefore the cumulative annual purchase quantity 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 project specific bid(s) and/or bid(s) for unusually large, single purchase quantities.
4. **Estimated Quantities:**
 - a. 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.
 - b. Steuben County intends, but does not guarantee, its major purchase requirement to be for the following specified materials; in the following estimated quantities:

Liquid Bituminous Material(s)

- i. 300,000 gallons of **SS-1** or any combination of quantities of **CSS-1** or **SS-1** totaling 300,000 gallons.
- ii. 300,000 gallons of **RS-2** or any combination of quantities of **CRS-2** or **RS-2** totaling 300,000 gallons.
- iii. 15,000 gallons of AEPM.

Price Bid:

(R042208)

This document solicits pricing for: **Liquid Bituminous Material(s)**

1. In addition to the pricing for equipment rental and labor rates, there are three (3) options to be bid:
 - a. **Option A – Liquid Bituminous Material(s); State Specifications – FOB Plant Site:**
The awardee shall furnish and load liquid bituminous material(s) in to County provided vehicle(s) at the awardee’s plant site. The bidder is required to identify the location of its plant site along with its bid price(s).
 - b. **Option B – Liquid Bituminous Material(s); State Specifications:**
The awardee shall furnish, deliver, and apply liquid bituminous material(s) to job site(s) located within Steuben County; as determined by Steuben County.
 - c. **Option C – Liquid Bituminous Material(s); AEPM:**
The awardee shall furnish, deliver, and apply liquid bituminous material(s) to job site(s) located within Steuben County; as determined by Steuben County.
2. All liquid bituminous material prices shall be submitted as being an **“In Toto Price Bid per Gallon”**; **U.S. measure**. The **“In Toto Price Bid per Gallon”** shall represent the aggregate of all costs billable to Steuben County on a “per gallon” basis; including, but not limited to, furnish and load liquid bituminous material(s) unto County provided vehicle(s) at the awardee’s plant site or furnish and deliver product(s), equipment operator(s), and application of liquid bituminous material(s) to job site(s).
3. **Price Adjustment(s):** Price adjustment(s) shall be allowed. Price adjustment(s) shall be calculated on a monthly basis; utilizing the information contained in the **PRICE ADJUSTMENT(S) Liquid Bituminous Material(s)** section of this bid document.
4. **Additionally**, the bidder shall submit rates for equipment rental and labor. These rates shall be utilized to determine invoice amounts if the contract user requires the contractor to provide equipment and/or labor not covered under the specific bid item(s). Rates shall comply with **NYS-Labor Law**; **“Prevailing Wage and Supplements”**. Reference the following clauses in this bid documents –
 - a. **GENERAL TERMS AND CONDITIONS** section, **NYS Labor Law**; **“Prevailing Wages and Supplements”** clause.
 - b. **GENERAL INFORMATION AND REQUIREMENTS** section, **“Prevailing Wage and Supplements”** clause.
 - c. Bidder may, but need not, bid all categories and/or all line items.

Determinants for Purchase of Liquid Bituminous Material(s):

1. **Option A – Liquid Bituminous Material(s); State Specifications – FOB Plant Site:** Multiple award basis; the lowest calculated sum of the **“In Toto Price Bid per Gallon”** and Steuben County’s cost to transport liquid bituminous material(s). Said determination (calculation) shall be performed on a “per purchase” basis. For the purposes of this calculation, Steuben County’s transport cost shall be fixed at twenty-five cents (.25) per ton per mile.
2. **Option B – Liquid Bituminous Material(s); State Specifications –** The County shall purchase liquid bituminous material(s) from a specified awardee only.
3. **Option C – Liquid Bituminous Material(s); AEPM –** The County shall purchase liquid bituminous material(s) from a specified awardee only.

Liquid Bituminous Material(s)**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# 2019000665**. A schedule of prevailing hourly wage rates and supplements can be found on the Department of Labor website at:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1471609>. 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: Steuben County Finance.

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**

Liquid Bituminous Material(s)

Liquid Bituminous Material(s)

1. Price adjustment(s) shall be based on the **2019 NYS-OGS Asphalt Price Adjustments Formula** and the November 1, 2018 average **FOB Terminal Price** of \$593.00 per ton.
2. The unit price(s) of liquid bituminous material(s) purchased from any award based on these specifications shall be subject to price adjustment utilizing the following formula:

Example:

HFMS-2

Base Avg. Price = \$593.00

New Avg. Price = \$605.00

Total Allowable Petroleum = 73.2%

Price Adjustment:

$$\frac{\$605.00 - \$593.00}{235} \times 0.732 = \text{plus (+) } \$0.037/\text{gal.}$$

The calculation is based on 235 gallons of liquid asphalt weighing one 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>
MC-30	50	50	100%
RS-2	63	2.7	65.7%
HFRS-2	63	2.7	65.7%
MS-2	65	8.2	73.2%
HFMS-2	65	8.2	73.2%
HFMS-2h	65	2.7	67.7%
CRS-2	65	2.7	67.7%
CMS-2	65	10.2	75.2%
CMS-2h	65	10.2	75.2%
TACK COAT	40	0.2	40.2%
SS-1	57	0.2	57.2%
SS-1h	57	0.2	57.2%
CSS-1	57	0.2	57.2%
CSS-1h	57	0.2	57.2%
CQS-1h	62	0.2	62.2%

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 \$0.01 per gallon 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.

(R013009)

Liquid Bituminous Material(s)

**PRICE ADJUSTMENT(S) -
Liquid Bituminous Material; AEPM**

1. Price adjustment(s) shall be based on the **2019 NYS-OGS Asphalt Price Adjustments Formula** and the November 1, 2018 average **FOB Terminal Price** of \$593.00 per ton.
2. The unit price of liquid bituminous material purchased from any award based on these specifications shall be subject to price adjustment utilizing the following formula:

Example:

AEPM

Base Avg. Price = \$593.00

New Avg. Price = \$605.00

Total Allowable Petroleum = 44%

Price Adjustment:

$$\frac{\$605.00 - \$593.00}{235} \times 0.44 = \text{plus (+)} \$0.022/\text{gal.}$$

The calculation is based on 235 gallons of liquid asphalt weighing one 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>
AEPM	40	4	44%

4. Price adjustment(s) shall be calculated and applied to the original bid price. There shall not be a price adjustment unless the change amounts to more than \$0.01 per gallon 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.

(R013009)

Liquid Bituminous Material(s)**PROJECT; CONTRACTOR AND MATERIAL SELECTION****1. Contractor:**

Contractor(s) shall be selected in accordance with the County's award(s); on a per category/per line item basis. **Note:** There shall only be one (1) contractor per project. Where project requirements call for multiple liquid bituminous materials (more than one (1) type liquid bituminous material) the contractor shall be the awardee for the principal line item material to be utilized in the project. This shall ensure responsibility for project continuity and warranty issues.

2. The selection of the liquid bituminous material(s) to be used shall be made at the time of construction of the individual project(s). The selection shall be made in the best interest of the County based on, but not limited to, the following:
- a. Type of project and application requirements for a specific job.
 - b. Total cost of project taking into account:
 - i. historical application rates.
 - ii. compatibility of products to be used.
 - iii. location of the job site.

Liquid Bituminous Material(s)

MATERIAL SPECIFICATIONS – TESTING - SAMPLING

1. General:

- a. The contractor must be on the New York State Department of Transportation's approved list of Liquid Bituminous Material primary sources and/or suppliers. All liquid bituminous material shall be obtained from an approved New York State Department of Transportation's primary source.
- b. The Commissioner or his designee shall approve the type or types of materials, grades, temperatures and quantities of materials to be applied on all projects.
- c. All Liquid Bituminous Material(s) shall be manufactured and all related work shall be performed in accordance with "New York State Department of Transportation Standard Specifications, Construction and Materials, January 2, 2002," as currently amended by New York State Department of Transportation and as amended herein.
- d. Prior to commencing any project, the asphalt emulsion supplier shall provide the Steuben County Commissioner with its recommendations for the project. As a minimum this would include target aggregate gradation and quantity and type of asphalt emulsion to be used.
- e. Acceptance of the job mix formula by the Commissioner is solely for the purpose of quality control, and in no way releases the contractor from responsibilities.

2. Testing:

- a. The contractor shall maintain offices and have a dispatcher on duty from 7:00 a.m. to 5:00 p.m., Monday through Friday, except on legal holidays. The emulsion plant must have scales or temperature compensating meters capable of accurately determining quantities for loaded distributor and transport trucks of the sizes required for this contract and the meters or scales must be tested and certified by the local County Sealer of Weights and Measures, as required by New York State Group Specifications for Commodity Group 31501-Liquid Bituminous Materials.
- b. The contractor shall own, operate, staff and maintain or have immediate access to a working laboratory. The laboratory shall be equipped with all equipment necessary to perform all specified tests on any emulsion sample. As a minimum, this shall include the following equipment: a) Saybolt-Furol Viscometer; b) distillation equipment; c) penetration apparatus; and d) all necessary equipment and supplies to comply and perform the ASTM tests outlined in Section 3 Supplement. The laboratory shall also include sufficient equipment to **test aggregate** and mixes as required by NYS DOT Materials Method 5.

All sampling, testing, inspection, certifying, and shipping shall be in accordance with NYS DOT Materials Method 8.1 and 8.2. Each transport or distributor shall be properly equipped with a sampling device.

All samples shall be properly handled, protected from freezing, and tested within thirty (30) days of sampling. Failure to meet appropriate specifications (NYS DOT and ASTM) shall be deemed sufficient grounds for rejection and non-payment for the delivered materials. When materials furnished do not conform with these specifications, or are deemed unsatisfactory by the Commissioner, payment due will be withheld and the supplier will be charged for any damage involved. In any case, payment by the County for any materials delivered shall not be construed as acceptance thereof.

The contractor shall furnish experienced operators and shall furnish material and equipment. All work and operations performed by the contractor, shall be performed in a first class workmanlike manner, and in accordance with the best usage of the trade.

Liquid Bituminous Material(s)

The contractor shall provide Steuben County with a qualified technician for each project, at the request of the Commissioner, to assist in training County employees on asphalt emulsion applications, calibrating equipment and recommending to the Commissioner specific expertise on uses of asphalt emulsions.

3. Application:

- a. The type and grade of bituminous material used shall be as specified by the Commissioner or his designee. Contractor shall make specific recommendations regarding material, application rates and mixtures.
- b. The contractor shall also be responsible for determining that conditions do not exist which will adversely impact the long term performance of the material being supplied.

4. Test Requirements:

As per referenced New York State Department of Transportation Specifications.

5. County Sampling and Sample Analysis:

Steuben County reserves as its right, the right to draw off two (2) samples from each tanker of product delivered to the County site. The County's intent is to have these samples analyzed, by an independent laboratory or laboratories, for the product's compliance with bid specifications.

- a. One (1) sample shall be shipped, on the day following sampling, to an independent laboratory for the purpose of conducting Saybolt-Furol Viscosity analysis.
- b. The other sample shall be delivered to an independent laboratory, on or within thirty (30) days of sampling, for the purpose of conducting analysis. Analysis shall be specifically for, but shall not be limited to, water content, asphalt content and penetration.

Liquid Bituminous Material(s)**Liquid Bituminous Material – AEPM****MATERIAL SPECIFICATIONS – SAMPLING – TESTING****1. General:**

- a. The contractor must be on the New York State Department of Transportation's approved list of Liquid Bituminous Material primary sources and/or suppliers. All liquid bituminous material shall be obtained from an approved New York State Department of Transportation's primary source.
- b. The Commissioner or his designee shall approve the materials, grades, temperatures and quantities to be applied on all projects.

2. Testing:

- a. The contractor shall maintain offices and have a dispatcher on duty from 7:00 a.m. to 5:00 p.m., Monday through Friday, except on legal holidays. The emulsion plant must have scales or temperature compensating meters capable of accurately determining quantities for loaded distributor and transport trucks of the sizes required for this contract and the meters or scales must be tested and certified by the local County Sealer of Weights and Measures.
- b. The contractor shall own, operate, staff and maintain or have immediate access to a working laboratory. The laboratory shall be equipped with all equipment necessary to perform all specified tests.

All sampling, testing, inspection, certifying, and shipping shall be in accordance with NYS DOT Materials Method 8.1 and 8.2. Each transport or distributor shall be properly equipped with a sampling device.

All samples shall be properly handled, protected from freezing, and tested within thirty (30) days of sampling. Failure to meet appropriate specifications (NYS DOT and ASTM) shall be deemed sufficient grounds for rejection and non-payment for the delivered materials. When materials furnished do not conform with these specifications, or are deemed unsatisfactory by the Commissioner, payment due will be withheld and the supplier will be charged for any damage involved. In any case, payment by the County for any materials delivered shall not be construed as acceptance thereof.

The contractor shall furnish experienced operator(s) and shall furnish material and equipment. All work and operations performed by the contractor, shall be performed in a first class workmanlike manner, and in accordance with the best usage of the trade.

The contractor shall provide Steuben County with a qualified technician for each project, at the request of the Commissioner, to assist in training County employees on asphalt emulsion applications, calibrating equipment and recommending to the Commissioner specific expertise on uses of asphalt emulsions.

3. Application:

- a. The rate of bituminous material used shall be as specified by the Commissioner or his designee. Contractor shall make specific recommendations regarding application rates.
- b. The contractor shall be responsible for determining that conditions do not exist which will adversely impact the long-term performance of the material being supplied.

4. Test Requirements:

- a. **Sand Penetration -**

Liquid Bituminous Material(s)**Apparatus:**

Scales

Marshall Compactor & Mold

Concrete Sand Meeting NYS DOT Specification for 703-07

Minus 200 Mesh Sand (Silica Sand from Penn Glass Sand Co., or a local available gravel sand can be used as a reference)

Graduate Cylinder

Spatula & Mixing Bowl

Procedure:

- i. Take a sufficient sample of concrete sand and remove all the minus 200 material by wet sieving.
- ii. Add 100 grams of the minus 200 reference material to 1000 grams of the dried washed sand and blend with spatula in bowl.
- iii. Add 50 ml of water to aggregate and blend.
- iv. Compact sample, using 10-lb. hammer with 18-inch drop as described in AASH to Part II T-180 with 50 consecutive drops to each side.
 - v. Remove sample and allow to air dry in lab.
 - vi. With eyedroppers or other suitable means, apply equal concentrations of MC-30 and AEPM.
 - vii. Record which penetrates first. The AEPM shall be considered acceptable if it penetrates faster than MC-30.

b. All other tests run in accordance with standard Methods ASTM.

5. County Sampling and Sample Analysis:

Steuben County reserves as its right, the right to draw off two (2) samples from each tanker of product delivered to the County site. The County's intent is to have these samples analyzed, by an independent laboratory or laboratories, for the product's compliance with bid specifications.

One (1) sample shall be shipped, on the day following sampling, to an independent laboratory for the purpose of conducting Saybolt-Furol Viscosity analysis.

The other sample shall be delivered to an independent laboratory, on or within thirty (30) days of sampling, for the purpose of conducting analysis. Analysis shall be specifically for, but shall not be limited to, water content, oil content, residue and penetration.

Liquid Bituminous Material(s)

6. Asphalt Emulsion Specifications for Liquid Bituminous Material; AEPM:

Characteristic(s)	AEPM
Asphalt % Min.	40
Oil Portion of Distillate	4 Max.
Furol Viscosity of 77°F. Seconds	75 Max.
Tests on Distillation Residue Float Test @ 140°F seconds	-
Penetration at 77°F	-
Solubility in Trithloreoethylene % Min.	97.5
Stone Coating	shall pass
Screen Test, % Max.	0.1
Storage Stability, 1 day Max. %	-
Ductility @ 77°F, cm	-
Stripping Test	-
Sand Penetration	shall pass

Liquid Bituminous Material(s)**MATERIAL DELIVERY:**

1. **Delivery:**
Time is of the essence. Delivery is to be made in a timely manner in accordance with time frames as described in the enclosed specifications. Deliveries of emulsions will be required on 18 hours notice.
2. **Delivery:**
Delivery of up to 60,000 gallons may be required on eighteen (18) hours notice. The contractor shall have adequate storage and service capability to meet this requirement.
3. **Delivery Verification:**
 - a. Each load delivered shall have a printed, numbered delivery ticket showing date, road name or project, gallons, temperature, application rate, and grade of product. Each ticket must be signed by contractor's driver and the Commissioner or his representative.
 - b. The Commissioner or his designee will make necessary field measurements to ascertain volumes actually delivered or applied. These measurements will be made prior to commencing and upon completion, using a calibrated tank stick gauge, which must be carried on each transport or distributor. The contractor's driver will provide access to tanks by opening the dome to permit measurement by County personnel.
4. **Delivery Default:**
Failure to meet the delivery requirements as established herein shall be cause for and entitle the County, at its sole discretion, to:
 - a. Damages.
 - b. Purchase in the open market at the expense of the contractor.
 - c. Cancel the existing contract and pursue either #4a), #4b), or both.

If County-owned or controlled equipment is delayed for more than **forty (40) minutes** at the **Contractor's plant** or at the **job site**, then the contractor shall be required to pay the County liquidated damages in the amount of **\$75.00** per truck and per piece of equipment assigned to the project for each delay. The liquidated damages are established as a reasonable approximation of the damages the County will sustain as a result of the failure to timely use its equipment. Said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason of said delay, is hereby fixed and agreed upon by the parties hereto as the liquidated damages that will be suffered by reason of such delay and not as a penalty. The County will deduct and retain out of the monies, which may become due hereunder, the amount of such liquidated damages and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered, the contractor shall be liable to pay the difference upon demand.

Liquid Bituminous Material(s)

EQUIPMENT

1. **Distributor(s):**

Distributors shall meet the requirements of New York State Department of Transportation's Standard Specifications, Section 410-3 and be capable of a uniform continuous spread of emulsion at the desired rates, free from unsatisfactory grain drilling, dry spots or other deficiencies.

2. **Mix Paver – Pugmill:**

- a. Mix paver and pugmill shall meet the requirements of New York State Department of Transportation's Standard Specifications, Section 405-3.02.
- b. In addition, when mixing more than two (2) aggregates, the aggregate feed system must contain a minimum of two (2) compartments or bins. Each compartment or bin shall have adjustable feed gates so that aggregates can be proportioned at the specified rate. The capacities of the cold feed bins shall be sufficient to maintain a continuous flow of material. Each bin shall have a mechanical device for uniform feeding of the aggregate. Mixing or blending of aggregates in a stockpile will not be permitted.

3. **Bituminous Paver:**

- a. Barbe-Greene GB-260, Blaw Knox – PF180H or equal, equipped with:
 - i. Automatic transverse slope and longitudinal grade controls.
 - ii. Extendable screed 10'-0" to 19'-6" with heat and vibration full width.
 - iii. Extenders shall have independent slope control and on-the-go width and slope change.

4. **Mechanical Chip Spreader:**

- a. Aggregate spreader shall be self-propelled unit capable of the following:
 - i. Pulling loaded aggregate trucks on any County road.
 - ii. Uniformly spreading aggregate with an allowable variation not to exceed 0.5 pounds per square yard.
- b. The spreader hopper shall have a minimum spread width of 12' with gate opening graduated so that the spread width may be adjusted in 6" increments.
- c. The spreader shall be equipped with a self-locking hitch with a minimum of 90° vertical movement.

5. **Rollers:**

Steel wheeled, rubber-tire or vibratory meeting the requirements of the New York State Department of Transportation's specifications, Section 405.

6. **Conditions to the Contractor Obligation and Equipment Specifications:**

Steuben County reserves the right to reject any and all equipment supplied by the contractor, that in its judgement, would result in unsatisfactory performance of the work to be accomplished.

Rental equipment shall include the operator and all necessary supplies. The daily or weekly rate shall be used at the discretion of the Commissioner according to the specific needs at the time of use.

Liquid Bituminous Material(s)

GUARANTEE PROVISIONS

1. Guarantee Term:

A **two (2) year guarantee** for defective or inferior material and/or workmanship under terms set forth below shall apply to the work covered by this contract.

2. Materials & Workmanship:

The contractor warrants, for a period of two (2) years from the completion of the work, that the bituminous material supplied by the contractor and the workmanship in the application of material(s) by the contractor's agents and employees shall be free from defects.

- a. The contractor shall provide competent, trained personnel experienced in all aspects of the application of liquid bituminous materials. It will be the contractor's responsibility to monitor and correct any deficiencies or conditions, which may affect the long-term performance of the end product.
- b. The contractor shall comply with procedures and techniques established by the NYSDOT for use and application of liquid bituminous materials for surface treating and cold mix work.

3. Contractor Recommendations:

The contractor shall make specific recommendations to the Commissioner of Public Works or his designee regarding:

- a. Application rates to be used for liquid bituminous material, aggregates and mixtures.
- b. Aggregate gradation and acceptability.
- c. Proper procedures and techniques for each project.
- d. Other information deemed by the contractor to be pertinent to the satisfactory completion of the work, such as weather conditions, temperature etc.

4. Obligation of County:

- a. The County shall be responsible for all structural, sub-grade, and drainage conditions of the pavement structure and conditions associated therewith and arising therefrom.
- b. The County, its agents, and employees shall comply with procedures and techniques established by the NYS DOT for use and application of liquid bituminous materials for surface treating and cold mix work.
- c. The County, its agents, and employees shall comply with all recommendations provided by the contractor, unless otherwise directed by the Commissioner or his designee.

d. Conditions to the Contractor Obligation:

The contractor shall be relieved of all liability and obligations under this guarantee:

- i. With respect to any failure or defect caused by sub-grade structure deficiencies.
- ii. In the event of the failure of the County, its agents or employees to fully perform the County's obligations set forth in this section.

5. Conditions:

- a. The Commissioner or his designee, reserves the right to stop, by written order, any work or any part of the work if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used. This shall apply to any and all work contracted as a result of an award of this bid.
- b. The contractor is responsible for determining if weather conditions are satisfactory for performance of the work in compliance with the above mentioned specifications.

6. Damage by Public:

The contractor shall not be responsible for damage caused by the public.

Liquid Bituminous Material(s)**7. Remedy:**

The contractor's liability shall be the **replacement of all materials (including labor and equipment)** which becomes necessitated by defect(s) in material and/or workmanship which becomes apparent and of which the contractor is given notice in writing within two (2) years of the date of completion of the work. The contractor shall make such replacement of all bituminous materials **and** aggregates as may be required to return the defect areas to the desired finished product as originally contracted, and shall furnish **all** necessary equipment and personnel to accomplish same with reasonable care and dispatch. Credit(s) shall not be considered sufficient remedy.

8. Dispute Resolution:

Disputes regarding warranty work shall be resolved by the Commissioner. If the contractor disagrees with the decision of the Commissioner, the contractor may appeal to the Public Works Committee whose decision shall be final and binding.

Liquid Bituminous Material(s)

FILE DAY, DATE & TIME: **Thursday, February 14, 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)

Liquid Bituminous Material(s); State Specifications		
FOB – Plant Site		
Requires awardee to furnish and load liquid bituminous material(s) onto County provided vehicle(s) at the awardee's plant site.		
Grade	Material Description	<i>In Toto</i> Price Bid per Gallon
RS-2	702-3301	\$ /gal
Plant Site (location of plant)		

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Liquid Bituminous Material(s)

FILE DAY, DATE & TIME: **Thursday, February 14, 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)

Liquid Bituminous Material(s); State Specifications			
Grade	Material Description	<i>In Toto</i> Price Bid per Gallon	
		Emulsion with Distributor	Emulsion for Cold Mix
MC-30	702-20	\$ /gallon	
RS-2	702-3101	\$ /gallon	
HFRS-2	702-3102	\$ /gallon	
MS-2	702-3201	\$ /gallon	\$ /gallon
HFMS-2	702-3301	\$ /gallon	\$ /gallon
HFMS-2h	702-3401	\$ /gallon	\$ /gallon
HFMS-2s	702-3402		\$ /gallon
CRS-2	702-4101	\$ /gallon	
CMS-2	702-4201	\$ /gallon	\$ /gallon
CMS-2h	702-4301	\$ /gallon	\$ /gallon
TACK COAT	702-90	\$ /gallon	
SS-1	702-3501	\$ /gallon	
SS-1H	702-3601	\$ /gallon	
CSS-1	702-4401	\$ /gallon	
CSS-1H	702-4501	\$ /gallon	
CQS-1H	702-4601	\$ /gallon	

* Reference “PROJECT; CONTRACTOR AND MATERIAL SELECTION” section.

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Liquid Bituminous Material(s)

FILE DAY, DATE & TIME: **Thursday, February 14, 2019**, 1:30 p.m. local time

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

BID PAGE 3

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)

Liquid Bituminous Material; AEPM	
Item	<i>In Toto</i> Price Bid per Gallon
Emulsion with Distributor	\$ /gallon
<i>"In Toto Price Bid per Gallon"</i>; written in words:	

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Liquid Bituminous Material(s)

FILE DAY, DATE & TIME: **Thursday, February 14, 2019**, 1:30 p.m. local time

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

BID PAGE 4

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)

Rental Equipment			
Equipment Type	\$ per Gal.	\$ per Day	\$ per Week
Mechanized Chip Spreader	\$	\$	\$
Tandem Steel Roller; 10-12 ton	\$	\$	\$
Rubber Tire Roller; 10-12 ton	\$	\$	\$
Vibratory Pad Foot Roller; 15 ton	\$	\$	\$
Tandem Axle Dump Truck	\$	\$	\$
Rubber Tire Loader - minimum 2 cy bucket	\$	\$	\$
Paver – shall include operator <u>and</u> screed man.	\$	\$	\$
Vibratory Roller - minimum 66” double drum	\$	\$	\$
Pugmill – minimum 5000 gallon usage; shall include operator	\$	\$	\$
Mix Paver – minimum 5000 gallon usage; shall include operator <u>and</u> screed man.	\$	\$	\$
Mix Paver – for liquid asphalt cement foamed application; shall include operator <u>and</u> screed man.	\$	\$	\$
Shoulder Widener	\$	\$	\$
Nuclear Density Gauge; shall include operator		\$	\$

Labor Rates	
Laborer	\$ Per Hour

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Liquid Bituminous Material(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 Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Liquid Bituminous Material(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 Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Liquid Bituminous Material(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).”

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

Liquid Bituminous Material(s)

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

Liquid Bituminous Material(s)

STEBEN 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
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)

Liquid Bituminous Material(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.