

PURCHASING DEPARTMENT

COUNTY OF STEUBEN

**3 East Pulteney Square
Bath, New York 14810
607-664-2484**



LEGAL NOTICE

Request for Quotation

**Construction Materials Testing and Special Inspection Services;
Document #GC-19-004-Q**

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Steuben County Department of Public Works will receive quotes per specifications for Construction Materials Testing and Special Inspection Services.

Specifications and proposal forms are available at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810. Telephone number: 607-664-2484. These documents are also available on the Steuben County website at www.steubencony.org.

Interested parties assume all responsibility and must satisfy themselves that their request for mailed specifications is executed.

Quotations on our prepared forms will be received until **1:30 P.M.** local time on Tuesday, February 26, 2019 at the Purchasing Department, at which time they will be opened and publicly read.

Interested parties may contact Andrew G. Morse, Steuben County Department of Purchasing, 3 East Pulteney Square, Bath, New York 14810. Telephone number: (607)-664-2484.

February 8, 2019

Andrew G. Morse
Director of Purchasing

Request for Quotation

1. **Project Description:**

Steuben County is constructing a new 56' wide x 95' long highway shop and maintenance garage at 11268 Corduroy Road, Corning, New York 14830. This project is located in Caton, New York however, has a Corning, New York address. Construction materials testing and special inspection services relevant to this project are identified in the statement of special inspections on drawing number S-002, written by LaBella Associates. Construction details regarding this project can be obtained from LaBella Associates, Mike Duell, mduell@labellapc.com, (585) 764-4702 or Carla Grace, cgrace@labellapc.com, 585-454-6110.

2. **Award of Quote:**

For the purposes of this quote and subsequent award(s), it is intended that award(s) be made to the lowest total price quote.

- a. Award(s) shall only be made to quotes submitted by qualified, responsive and responsible responders 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 the quote is not made at the quote opening. Receipt of quotes by the County shall not be construed as authority to bind the County.

3. **Regulations and Permits:**

The contractor shall comply with all provisions of the rules, regulations and orders of the Federal, State and local governmental agencies applicable to the work under this contract. It shall be the obligation of the contractor to keep informed of all government regulations.

Contractor shall apply and pay for any and all permits and licenses that may be required under this contract.

4. **ADDENDUM/ADDENDA:**

- a) If an addendum has been issued prior to the County's receipt of quotes Steuben County shall attempt to notify potential responders known to have received these documents and whose contact information is on file with the County.

Steuben County does not ensure the potential responder receipt of addendum.

It shall be the responsibility of each responder, prior to submitting its quote to contact the Director of Purchasing, 607-664-2482, to determine if an addendum has been issued.

- b) Addendum shall be available for review and/or copy at the Purchasing Department, Steuben County Office Building, 3 East Pulteney Square, Bath, NY.
- c) Contractors are required to sign, date, and include the addendum with their quote submission.

5. **Insurance:**

- a) This quote 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 Document Number-

- 1) Steuben County shall be named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this quote.

Additional insured shall only read as- Steuben County, 3 East Pulteney Square, Bath, NY 14810.

- 2) Certificate Holder shall only read as- Steuben County, 3 East Pulteney Square, Bath, NY 14810.

- 3) The document number and the quote 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 to the following: Steuben County Buildings & Grounds Department, 3 East Pulteney Square, Bath, New York 14810.
- d) The Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form must be approved by the Steuben 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. Awardee shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form which indicated the contractor's compliance, to 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.
- 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/quote submittal is required, said certification(s) shall be included with the bidder's/proposer's/responder'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.

6. Labor Rates:

In accordance with the provisions of the New York State Labor Law, the wages and supplements to be paid by the contractor to workers, laborers and

mechanics for work performed pursuant to the terms of the contract as shall be awarded as a result of this solicitation shall not be less than the prevailing rate of wages, including supplements in effect at the time the contract work is performed. Steuben County has applied to the New York State Department of Labor for a wage rate determination for this project and a prevailing wage rate case has been opened. A copy of the prevailing rate schedule with the current schedule of wages and supplements to be paid for work performed pursuant to said contract, as provided by the Commissioner of Labor, is included in Appendix "A" to these specifications. At its expiration, the County will apply for an extension to the estimated completion date. It is understood and agreed, however, that the said schedule is subject to revision by the Commissioner of Labor and that the contractor shall be obligated to and shall pay to all workers, laborers and mechanics not less than the wages and supplements outlined in the schedule which shall be in effect at the time the work under this resulting contract is performed. Such revised schedule(s) shall be annexed to and form part of the resulting contract for the work.

In the event that any other occupation not mentioned in the annexed schedule of the classifications shall be required in the execution of the aforesaid work, supplementary wage schedules shall be requested from the Commissioner of Labor and such supplementary schedules shall, upon notice of the contractor, become and be a part of the wage schedule embodied in the resulting contract.

The most current schedule of wages shall be posted at the job site as required by law.

It is suggested that contractors familiarize themselves with all the other requirements of the New York State Labor Law.

7. **Sales Tax Exemption:**

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.

8. **Contract Period:**

This is a one-time project-type contract effective after approval by the County.

9. **Project Manager:**

This project will be performed under the direction of the Deputy Commissioner of Public Works in conjunction and coordination with the Prime Contractor requiring the special testing/inspection.

10. **Non-Collusive Bidding Clause and Certificate:**

Clause – "By submission of this quote, each responder and each person signing on behalf of any quote certifies, and in the case of a joint quote, each party

thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a) The prices in this quote 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 proposer or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and
- c) No attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition."

The responder shall submit a signed and dated Non-Collusive Bidding Certificate with its quote. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law and included in this document.

11. **Hold Harmless Clause and Form:**

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."

The responder shall submit a signed and dated Hold Harmless Clause form with its quote, included in this document.

12. **Quotation Submitted to:**

Quotations must be submitted in writing and may be delivered via US mail or other delivery service, including hand delivery to:

Andrew G. Morse, Director, Steuben County Purchasing Department
3 East Pulteney Square, Bath, New York 14810.

13. **Quotation Due Date:**
Quotations are due on or before 1:30 P.M. on Tuesday, February 26, 2019.
Quotations received after the specified time shall not be considered.

Quotation Proposal:

Construction Materials Testing and Special Inspection Services
Document #GC-19-004-Q

Quotation Due Date: On or before 1:30 P.M. on Tuesday, February 26, 2019

To: Andrew G. Morse, Director
Steuben County Purchasing Department
3 East Pulteney Square
Bath, New York 14810

Pursuant to and in compliance with this request for quotation, we the undersigned hereby propose to supply all labor, material, equipment and related items required to perform the above captioned work.

NOTE: Steuben County is requesting a "best and final offer", not to exceed, pricing proposal in response to this solicitation.

Construction Materials Testing and Special Inspection Services:
In toto Price Quoted to Complete Project as specified: \$
Total cost written in words:

Company/Name: (Type/Print)	
Signature:	
Address:	
Telephone Number:	Fax Number:
Email Address:	
Federal Employer Identification Number:	

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.

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

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."

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

Appendix A

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

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

ITEMS:

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

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

MINIMUM COVERAGES AND LIMITS ARE

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

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