

**Tioga County Department of Public Works**

477 Route 96  
Owego, New York 13827  
**(607) 687-0302**  
**Fax (607) 687-4453**

*Gary Hammond, P.E.*  
Commissioner of Public Works

*Richard Perkins, P.E.*  
Deputy Commissioner of Public Works

**PROPOSAL**

**PORTLAND CEMENT CONCRETE**

The Tioga County Commissioner of Public Works will receive sealed proposals at the Tioga County Public Works Department, 477 Route 96, Owego, New York, until 10:30 A.M. Wednesday, January 25, 2017.

All bids shall be submitted in accordance with the attached instruction sheets.

All bids shall be made on the attached proposal sheets. Exceptions may be rejected. All bids shall be submitted in a sealed envelope marked:

**“PORTLAND CEMENT CONCRETE BID”**

**“DO NOT OPEN UNTIL 1-25-17 AT 10:30 AM”**

All bidders shall submit signed copies of the required NON-COLLUSION CERTIFICATES with their bid proposals. Failure to do so may constitute grounds for rejection.

The County Commissioner of Public Works or his agents reserves the right to reject any or all proposals.

Tioga County reserves the right to reject or accept all or any part of any bid solely as it deems in the best interest of Tioga County.

The successful bid contract may be extended for a period of one (1) year if it is mutually agreeable to both the Commissioner and the low bid contractor.

Any Town, Village, or School District in Tioga County may participate in the bid.

The award of this contract shall be based on the lowest responsible bid. Bidders must bid on all components of each section and all items bid must be from a single manufacturer to be eligible for award. An award will be based on all products meeting Tioga County’s specifications as outlined in the bid document. A no bid on any item within a group may disqualify the bidder from the group award. Considerations will be made to availability of material, delivery, and past history as well as the current standing of the supplier within the industry.

There shall be no assignment of this contract to any other party by the successful bidder without County authorization.

**CONTRACT TERM:**

The term of this contract will extend through January 23, 2018.

**DETAILED SPECIFICATIONS:**

The undersigned proposes and agrees to furnish Truck Mixed Concrete to any site on the Tioga County Highway System now through January 23, 2018.

All concrete shall contain Air Entrainment Admixtures to produce an air content of 6% (4% minimum, 8% maximum).

Design slump shall be 2-1/2 inches (maximum allowable-4 inches).

The supplier will submit a tabulation of the design mix proportions for each mix ordered.

Materials, Batching, and Mixing shall generally be as specified in the "N.Y.S. Standard Specifications of September 6, 2012" and the latest addenda, however, production of the mix and the mix itself shall be acceptable to the Tioga County Commissioner of Public Works or his authorized representative.

Unless otherwise agreed at the time of order the maximum aggregate size shall be 1-1/2 inches.

The successful bidder, at its own cost and expense, agrees to the insurance, indemnification, and general terms and conditions set forth as attached hereto entitled "Tioga County, New York – General Contract and Insurance Specifications", which are to be incorporated herein by reference as if fully set forth.

**CANCELLATION:**

Tioga County reserves the right to cancel the contract for unsatisfactory workmanship or unsatisfactory service at any point in the contract year, upon issuance of ten (10) days written notice to that effect.

**AWARD:**

Award shall be made to the responsible bidder proposing the lowest prices of Portland Cement Concrete whose proposal complies with all provisions to render it formal and legal and whose proposal is considered adequate to the best interests of Tioga County.

**PORTLAND CEMENT CONCRETE BID PRICES:**

All Prices bid will be Per Cubic Yard.

<b>28 Day Compressive Strength</b>	<b>Plant Price (3 C.Y. Load and Over)</b>	<b>Plant Price (Under 3 C.Y. Load)</b>
2000 PSI	\$ _____	\$ _____
2500 PSI	\$ _____	\$ _____
3000 PSI	\$ _____	\$ _____
3500 PSI	\$ _____	\$ _____
4000 PSI	\$ _____	\$ _____
4500 PSI	\$ _____	\$ _____
5000PSI	\$ _____	\$ _____

Note: Delivery Costs are included in Plant Price for any sites within ten (10) mile radius of the Plant. The following bid prices are charges per C.Y. for each additional mile (one-way) to the site beyond the ten (10) mile radius.

<b>Price (3 C.Y. Load and Over)</b>	<b>Price (Under 3 C.Y. Load)</b>
\$ _____ C.Y./Mile	\$ _____ C.Y./Mile

Plant location and distance traveled relative to job site will be a consideration in determining the lowest “In-Place” price.

The undersigned proposes and offers to furnish, to Tioga County, Portland Cement Concrete which complies with the Specifications for which are attached. This proposal and offer is fully guaranteed to fulfill, in all respects, the minimum specifications as prepared by Tioga County. It is hereby certified that, in accordance with Section 103-D of the General Municipal Law, THERE HAS BEEN NO COLLUSION IN THIS BIDDING.

Name of Company: \_\_\_\_\_

Plant Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name of Officer: \_\_\_\_\_

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

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

Municipalities should not use the county bid for any items involving labor.

**THE REQUIRED NON-COLLUSION FORM MUST ACCOMPANY BID.**

**Gary Hammond, P.E.**

**Commissioner**

**Tioga County Public Works**

**TO ALL BIDDERS**

In accordance with the New York State General Municipal Law the following Non-Collusion form must accompany each proposal.

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the bidder certifies that:

- (A) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (C) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (E) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Signature)

**TIOGA COUNTY, NEW YORK**  
**General Contract and Insurance Specifications**

<b>Project Description or Contract Number:</b>	
<b>Date Issued:</b>	Wednesday, January 04, 2017 12:45 PM
<b>Vendor name (“Contractor”):</b>	
<b>County Department:</b>	

**Please read these specifications very carefully.** These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

**Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–, XI” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be

repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

**Part II. Required Insurance – Minimum coverage types and amounts**

1.

<b>Coverage Type</b>	<b>Minimum Limits</b>												
<p><b><u>General Liability per standard ISO form or equivalent with no modification of coverage for contractual liability</u></b></p> <ul style="list-style-type: none"> <li>All endorsed policy exclusions shall be disclosed by submittal of forms</li> <li>Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25.</li> </ul>	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products &amp; Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal &amp; Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$300,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$10,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
General Aggregate	\$2,000,000												
Products & Completed Operations Aggregate	\$2,000,000												
Personal & Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												
<p><b><u>Automobile Liability (Comprehensive Form)</u></b> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>												
<p><b><u>Umbrella / Excess Liability (Following Form)</u></b></p> <ul style="list-style-type: none"> <li>To extend over CGL, Auto</li> </ul>	<p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>												
<p><b><u>Workers' Compensation and Employer's Liability</u></b> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee</p>												
<p>(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.</p>													

2. The certificate face shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga  
**Attn: Law Department**  
 56 Main Street, Owego, NY 13827

### **Part III     Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

### **Part IV     Safety**

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.