

Tioga County Department of Public Works

477 Route 96
Owego, New York 13827
(607) 687-0302
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Gary Hammond, P.E.
Commissioner of Public Works

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

PROPOSAL

BITUMINOUS ASPHALT CONCRETE

NON-CAPITAL PROJECTS PAVING

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 11:00 A.M. Wednesday, April 4, 2018.

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:

“BITUMINOUS ASPHALT CONCRETE NON-CAPITAL PROJECTS PAVING BID”

“DO NOT OPEN UNTIL 4-4-18 AT 11:00 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 April 2, 2019.

DETAILED SPECIFICATIONS:

The undersigned proposes and agrees to furnish and load into Tioga County Trucks at the proposed plant site - Hot Mix Asphalt - as required by the department for non-capital project paving through April 2, 2019 with the right to extend the contract for one (1) year, by mutual consent, reserved by the Tioga County Commissioner of Public Works. The proposer also is to provide a price per ton of the various types of Hot Mix Asphalt with paver and operator.

The Bituminous materials shall generally conform to the material requirements attached heron. However, final determination of acceptability of the mix will be as determined by the Tioga County Commissioner of Public Works.

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

HOT MIX ASPHALT (HMA)

1.0 - DESCRIPTION. These general specifications apply to plant mixed Hot Mix Asphalt (HMA). Appropriate mix types with corresponding friction aggregates and Performance Graded Binder (PG Binder) grades must be specified and used based on the traffic levels and the project location.

2.0 - MATERIALS

2.01 General. Use all materials for HMA production such as aggregates, PG Binder, Reclaimed Asphalt Pavement (RAP), mineral filler or any other materials meeting the County’s requirements.

2.02 Composition of Mixtures. The HMA plant mix will generally be composed of a mixture of aggregate, Reclaimed Asphalt Pavement (RAP), filler if required, and PG Binder. For any HMA required by the plans or itemized proposal, formulate a job mix formula that satisfies the General Limits imposed by Table 1, Composition of Hot Mix Asphalt Mixtures. In addition, the formula will state the mineral aggregate sources, and the PG Binder used in the mixture. For Type 6F2, 6F3, 7F2, and 7F3 mixtures, determine the optimum asphalt content for the proposed gradation using the Marshall Mix Design Method (50 blows).

The resultant mixture shall meet the following Marshall Mix Properties:

| Mix Property | Type 6F2, 6F3 | Type 7F2, 7F3 |
|-------------------------------------|---------------|---------------|
| Air Voids, % | 3.0 - 5.0 | 3.0 - 5.0 |
| Voids in Mineral Agg. (VMA), %, min | 14 | 16 |
| Voids Filled with Binder (VFB), % | 65 - 78 | 65 – 78 |

Produce, deliver to the work site, and incorporate the mixture into the work within 20°F of the temperature specified by the Engineer but within the mixing and placing temperature range imposed by Table 1, Composition of Marshall Designed Plant Mixtures. The aggregates will be those noted in the job mix formulas. The PG Binder will be accepted on the basis of PG Binder supplier’s certification.

Perform quality control tests during HMA production to ensure specification compliance. The plant mixed material will be accepted after blending and mixing at the plant. The pavement courses will be accepted after all paving operations are completed.

2.03 Aggregates. Fine aggregate may consist of screenings, free from deleterious materials and manufactured from sources of stone, gravel, or slag. Coarse aggregate will consist of crushed stone, crushed gravel, or crushed slag.

When aggregates from approved natural fine sand sources are combined with coarse aggregates in the mixture, aggregate particles will meet additional requirements as follows:

- Particles in the No. 1A and No. 1 primary sizes will have a minimum of 85 percent, by weight, of the particles with at least two fractured faces.
- Particles in the No. 2, No. 3 and No. 3A primary sizes will have a minimum of 75 percent, by weight, of the particles with at least one fractured face.

Aggregates for all mixtures specified in Table 1, including Type 6 or 7 (F9), shall meet the requirements of Coarse Aggregate. In addition, the aggregate requirements for Type 6F2, 6F3, 7F2, and 7F3 mixtures shall meet one of the following requirements based on the mix type specified:

A. Coarse Aggregate Type F2 Conditions

1. Limestone, dolomite, or a blend of the two having an acid-insoluble residue content of not less than 20.0%.
2. Sandstone, granite, chert, traprock, ore tailings, slag or other similar non-carbonate materials.
3. Gravel, or a natural or manufactured blend of the following types of materials: limestone, dolomite, gravel, sandstone, granite, chert, traprock, ore tailings, slag or other similar materials, meeting the following requirements:
 - a. Type 6F2 Mixes. Non-carbonate plus 1/8 inch particles must comprise a minimum of 10.0% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different specific gravities). Additionally, a minimum of 20.0% of plus 1/4 inch particles must be noncarbonate.
 - b. Type 7F2 Mixes. Non-carbonate plus 1/8 inch particles must comprise a minimum of 10.0% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different specific gravities). Additionally, a minimum of 20.0% of plus 1/8 inch particles must be noncarbonate.

TABLE 1 - COMPOSITION OF HOT MIX ASPHALT MIXTURES

| Mixture | Base | | | | Binder | | Shim | | Top | | | |
|----------------------------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|
| Requirements | Type 1 | | Type 2 | | Type 3 | | Type 5 | | Type 6, 6F2, 6F3 | | Type 7, 7F2, 7F3 | |
| Screen Sizes | General Limits % passing | Job Mix Tol. % | General Limits % passing | Job Mix Tol. % | General Limits % passing | Job Mix Tol. % | General Limits % passing | Job Mix Tol. % | General Limits % passing | Job Mix Tol. % | General Limits % passing | Job Mix Tol. % |
| 2" | 100 | - | 100 | - | - | - | - | - | - | - | - | - |
| 1 1/2" | 90-100 | - | 75-100 | ±7 | 100 | - | - | - | - | - | - | - |
| 1" | 78-95 | ±5 | 55-80 | ±8 | 95-100 | - | - | - | 100 | - | - | - |
| 1/2" | 57-84 | ±6 | 23-42 | ±7 | 70-90 | ±6 | - | - | 95-100 | - | 100 | - |
| 1/4" | 40-72 | ±7 | 5-20 | ±6 | 48-74 | ±7 | 100 | - | 65-85 | ±7 | 90-100 | - |
| 1/8" | 26-57 | ±7 | 2-15 | ±4 | 32-62 | ±7 | 80-100 | ±6 | 36-65 | ±7 | 45-70 | ±6 |
| No. 20 | 12-36 | ±7 | - | | 15-39 | ±7 | 32-72 | ±7 | 15-39 | ±7 | 15-40 | ±7 |
| No. 40 | 8-25 | ±7 | - | | 8-27 | ±7 | 18-52 | ±7 | 8-27 | ±7 | 8-27 | ±7 |
| No. 80 | 4-16 | ±4 | - | | 4-16 | ±4 | 7-26 | ±4 | 4-16 | ±4 | 4-16 | ±4 |
| No. 200 | 2-8 | ±2 | - | | 2-8 | ±2 | 2-12 | ±2 | 2-5 | ±2 | 2-6 | ±2 |
| PGB Content % | 4.0-6.0 | 0.4 | 2.5-4.5 | 0.4 | 4.5-6.5 | 0.4 | 7.0-9.5 | 0.4 | 5.4-7.0 | n/a | 5.7-8.0 | n/a |
| Mixing & Placing Temp Range (°F) | 250-325 | | 225-300 | | 250-325 | | 250-325 | | 250-325 | | 250-325 | |

NOTES:

1. All aggregate percentages are based on the total weight of the aggregate.
2. The asphalt content is based on the total weight of the mix. When using slag aggregates in the mix, increase the PGB content accordingly, a minimum of 25 percent for an all slag mix.
3. 6F2, 6F3, 7F2, 7F3 mix types require friction coarse aggregates, and are required for mainline driving surface courses.
4. For Type 6 and Type 7 (F9) aggregate requirements, Marshall design will not be required.. These mix types are suitable where the State's requirements for F9 aggregate apply.
5. Introduce the PG Binder into the pugmill between 225°F and 350°F, or as recommended by the PG Binder supplier.

B. Coarse Aggregate Type F3 Conditions

1. Limestone or a blend of limestone and dolomite having an acid-insoluble residue content of not less than 20.0%.

2. Dolomite

3. Sandstone, granite, chert, traprock, ore tailings, slag or other similar non-carbonate materials.

4. Gravel, or a natural or manufactured blend of the following types of materials: limestone, dolomite, gravel, sandstone, granite, chert, traprock, ore tailings, slag or other similar materials, meeting the following requirements:

- a. Type 6F3 Mixes. Non-carbonate plus 1/8 inch particles must comprise a minimum of 10.0% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different

specific gravities). Additionally, a minimum of 20.0% of plus 1/4 inch particles must be noncarbonate.

b. Type 7F3 Mixes. Non-carbonate plus 1/8 inch particles must comprise a minimum of 10.0% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different specific gravities). Additionally, a minimum of 20.0% of plus 1/8 inch particles must be noncarbonate. When coarse aggregates for these mixes are from more than one source or of more than one type of material, proportion and blend them to provide a uniform mixture.

2.04 Mineral Filler. Mineral filler, if required in the mix to meet gradation requirements, will conform to the following requirements. Mineral filler shall conform to the requirements of the standard specification for Mineral Filler for Bituminous Paving Mixture, ASTM D242. When dry, the mineral filler shall meet the following gradation requirements:

Sieve Size No. 30 No. 50 No. 200

Percent Passing by Weight 100 95-100 70-100

Acceptance of this material will be based on the producer's certification of compliance with these specification requirements.

2.05 Performance-Graded Binder. The PG Binder will meet the requirements of 2.04, Performance Graded Binder. Use PG64-22, or other suitable PG Grade as approved by the County.

2.06 Reclaimed Asphalt Pavement. Reclaimed Asphalt Pavement (RAP) will meet the requirements as written in Materials Method (MM) 5.16, Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures.

The provisions shall apply and in addition the undersigned proposes and agrees to furnish a Hot-Asphalt Paver with Operator to place material on any municipal or school district road within Tioga County; based on a minimum order of 600 Tons and minimum 8 hours usage of the paver and operator.

It is understood that all the Towns, Villages and School Districts in Tioga County, N.Y. may participate in the awarded bid prices by dealing directly with the low bid contractor. The paver name and model shall be submitted with the bid.

The proposer shall also provide a competent operator who will perform his work under the direct supervision of the appropriate municipal official or their representative.

The proposer shall meet all the provisions of the New York State Labor Laws, prevailing wage rates apply.

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 Bituminous Asphalt 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.

WARRANTY:

All materials supplied by the contractor shall carry the standard manufacturer’s warranty.

BITUMINOUS ASPHALT CONCRETE NON-CAPITAL PROJECTS PAVING BID PRICES:

| Item | Hot Mix Asphalt per Ton | Hot Mix Asphalt W/ Paver & Operator per Ton |
|-----------------|-------------------------|---|
| Type 1 Base | | |
| Type 2 Base | | |
| Type 3 Binder | | |
| Type 6 F2 Top | | |
| Type 6 F3 Top | | |
| Type 6 Top | | |
| Type 7 F2 Top | | |
| Type 7 F3 Top | | |
| Type 7 Top | | |
| True & Leveling | | |

(Name & Model Number of Proposed Paver)

PRICE ADJUSTMENTS

1. Price adjustments allowed will be based on the March 1, 2018 average of the F.O.B. terminal price per ton of AC-10 or AC-20 asphalt cement (base average F.O.B. terminal price), at the following locations:

Chevron, Perth Amboy, NJ Sun, Company Inc. Philadelphia, PA

Chevron, Troy, NY United Refinery, Warren, PA

Citgo, Albany, NY United Refinery, Buffalo, NY

Citgo, Bayonne, NY United Refinery, Rochester, NY

Marathon, Tonawanda, NY

The March 1, 2018 average is \$462.00/English ton.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

In the event that one or more of the above named sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal price shall be recalculated by removing that location from the original base average F.O.B. terminal price. All new average F.O.B. terminal prices calculated from that date shall reflect the reduction in the number of reporting locations.

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices on the third Wednesday of each month, hereafter known as the "Adjustment Date", during the contract period starting with March 1, 2018. However, price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., March 1, 2018) following the adjustment date.

3. The unit prices per ton of bituminous concrete material purchased from any Award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment-New Average F.O.B.-Base Average F.O.B. X Total % AsphaltPlus
(per ton) Terminal Price Terminal Price Fuel Allowance

NEW AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price for AC-10 or AC-20 asphalt cement at the above mentioned seven locations as determined by this Department on the third Wednesday of the month.

BASE AVERAGE F.O.B. TERMINAL PRICE :

The average F.O.B. terminal price of AC-10 or AC-20 asphalt cement as of March 1, 2018 at \$462.00/English ton.

TOTAL % ASPHALT PLUS FUEL :

The percentage of total allowable asphalt and fuel for each item is as follows:

| <u>Item</u> | <u>% Asphalt</u> | <u>Fuel Allowance</u> | <u>Total % Asphalt plus Fuel Allowance</u> |
|--------------------|------------------|-----------------------|--|
| Type 1 Base Course | 5.00 | 1 | 6.00 |
| Type 2 Base Course | 3.50 | 1 | 4.50 |
| Type 3 Top Course | 5.50 | 1 | 6.50 |
| Type 6 Top Courses | 6.20 | 1 | 7.20 |
| Type 7 Top Courses | 6.85 | 1 | 7.85 |

EXAMPLE: Type 1 Base Course

Base Ave. Price - \$150.00

New Ave. Price - \$160.00

Total % Asphalt plus Fuel -6.0%

\$160.00 - \$150.00 X .06 = + \$0.60 per ton.

Positive Price Adjustment number shall be added to original per ton Bid Price.

Negative Price Adjustment number shall be subtracted from original per ton Bid Price.

4. Price adjustments allowed by this contract shall be calculated and applied to the original bid price. There will not be a price adjustment unless the change amounts to more than \$.10 per ton from the original bid price.

5. If at any time after March 1, 2018 the average posted price of asphalt cement at the aforementioned terminals increases or decreases by \$4.00 per ton or more over or under the last average F.O.B. posted price utilized by the State for adjustment purposes, the State shall publish a special price adjustment which shall be effective eight (8) days subsequent to the date on which the change in the average F.O.B. posted price became effective.

6. All price adjustments will be computed by calculator to three decimal places.

7. Regardless of price revisions allowed, at no time shall prices charged a County contractor participant be higher than those offered commercial or governmental accounts for similar or lower quantities.

8. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the County or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be reasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten (10) days written notice mailed to the contractor to terminate any contract resulting from this bid opening.

Any introduction or withdrawal of a temporary voluntary allowance, terminal operator's allowance, or other discount offered to the trade in general, from the posted price of asphalt cement at any of the above terminals will be considered, for purposes of price adjustment, as a change in the F.O.B. terminal price.

The undersigned proposes and offers to furnish, to Tioga County, Bituminous Asphalt Concrete material 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.

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

Name of Company: _____

Address of Company: _____

Telephone Number: _____

Name of Officer: _____

Signature:

Date:

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

| | |
|--|--|
| Project Description or Contract Number: | 2018 Bituminous Asphalt Concrete Non-Capital |
| Date Issued: | Friday, March 16, 2018 10:56 AM |
| Vendor name (“Contractor”): | |
| County Department: | Tioga County Department of Public Works |

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.

| Coverage Type | Minimum Limits | | | | | | | | | | |
|---|---|-------------------|-------------|---|-------------|-------------------------------|-------------|-----------------|-------------|-----------------|---------|
| <p><u>General Liability per standard ISO form or equivalent with no modification of coverage for contractual liability</u></p> <ul style="list-style-type: none"> All endorsed policy exclusions shall be disclosed by submittal of forms 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. | <table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products & Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$5,000</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 | Medical Expense | \$5,000 |
| General Aggregate | \$2,000,000 | | | | | | | | | | |
| Products & Completed Operations Aggregate | \$2,000,000 | | | | | | | | | | |
| Personal & Advertising Injury | \$1,000,000 | | | | | | | | | | |
| Each Occurrence | \$1,000,000 | | | | | | | | | | |
| Medical Expense | \$5,000 | | | | | | | | | | |
| <p><u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.</p> | <p>\$1,000,000 Combined Single Limit</p> | | | | | | | | | | |
| <p><u>Umbrella / Excess Liability (Following Form)</u></p> <ul style="list-style-type: none"> To extend over CGL, Auto | <p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p> | | | | | | | | | | |
| <p><u>Workers' Compensation and Employer's Liability</u> 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 losse(s), 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.