

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

GUIDE RAIL VEGETATION CONTROL

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:

“GUIDE RAIL VEGETATION CONTROL 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.

Prevailing Wage Rates must be used. PRC# will be supplied at a later date.

CONTRACT TERM:

The term of this contract will extend through April 2, 2019.

DETAILED SPECIFICATIONS:

QUALIFICATIONS OF BIDDER

No bid will be considered for award unless the firm submitting the bid can meet the following conditions:

- A. Each bidder shall submit with his bid, evidence that he has had at least five (5) years of satisfactory experience applying guide rail vegetation control herbicides in accordance with the specifications.
- B. Each bidder shall submit with his bid, evidence that employees operating the herbicide application equipment have had at least five (5) years of satisfactory experience operating the equipment called for by these specifications, so that an acceptable and workmanlike job will result.
- C. Each bidder shall submit with his bid, evidence that he has a responsible field complaint procedure program in effect, as well as documented on site chemical spill worker guidelines, and a contingency plan for field operations. Copies of these programs must be included with the bid.
- D. Each bidder shall submit with his bid, a copy of his license to apply pesticides issued by the New York State Department of Environmental Conservation, Bureau of Pesticides. The license shall be current and valid. All pesticide applicators shall provide evidence that they are registered at the time of application.
- E. Each bidder shall submit with his bid, a copy of the chemical manufacturer's labels and material safety data sheets for the above mentioned products.
- F. Each bidder shall submit with his bid, in writing, a certificate of evidence issued by the Secretary of State that he is authorized to do work within the State of New York.

The Tioga County Commissioner of Public Works reserves the right to make any investigations or inquiries necessary to determine the competence and ability of the bidder to properly perform the work. If after an investigation the County Commissioner of Public Works is not satisfied the bidder is properly qualified to meet all requirements contained herein and to perform all work in a satisfactory manner, he may determine that the bidder be rejected as unsatisfactory.

SCOPE

The bidder shall furnish all the necessary materials, labor and equipment to apply a chemical solution for controlling vegetation under guide rail and any other designated area on county highways.

MATERIALS TO BE USED

A spray mixture of 3.5 oz. DuPont Oust Extra, 1.5 quarts of Roundup and one (1) quart of Nufilm IR, or there equivalents, shall be thoroughly mixed with water to make fifty (50) gallons of spray material. The spray mixture shall be applied in an even pattern at the rate of fifty (50) gallons per acre.

All materials to be used by the bidder shall be in new containers fitted with tamper proof seals. All containers shall be properly marked and labeled with the manufacturer's identification label as it is registered with the United States Environmental Protection Agency. Each container shall contain the full amount of material indicated on the attached labels. Any containers that do not contain the full amount of material as per the labels, shall be rejected.

DESCRIPTION OF WORK

The bidder shall chemically treat all vegetation growing under guide rail and any other designated area on County Highways as directed by the Tioga County Department of Public Works. All guide rail sections on each designated County Highway shall be sprayed, except groomed areas. Vegetation control shall be performed by applying a swath of thirty-six (36) inch typical width, at the rates specified, centered on the guide rail. All designated areas within this scope shall be treated to obtain a minimum of 95% control as determined by the County Commissioner of Public Works.

AREAS TO BE COVERED

A minimum of fourteen (14) miles of guide rail shall be covered by the bidder and all specified areas selected by the Commissioner of Public Works shall be treated to the satisfaction of the Commissioner of Public Works.

METHOD OF TREATMENT

After consultation with the Commissioner of Public Works regarding areas to be treated and the level of treatment desired, the bidder shall inspect areas discussed. The final method of treatment shall then be discussed and agreed upon by the bidder and the Commissioner.

All spray crews shall consist of a minimum of two (2) persons. At least one (1) person on each vehicle engaged in the application of herbicides shall be certified by the New York State Department of Environmental Conservation as a Commercial Pesticide Applicator licensed in Category 6A.

No spraying shall be done within one hundred (100) feet of an inhabited house, business, public park, or waterway. No spraying shall be done in groomed areas.

TRAFFIC CONTROL

All traffic control shall be in accordance with the New York State Manual of Uniform Traffic Control Devices.

TIME OF OPERATIONS

All spraying shall be post emergence. All designated areas shall be treated as early as possible to ensure maximum control of all weeds, grasses, and wild grapevine growing under and around the guide railing. Work shall start no sooner than April 30, 2019 and be completed by May 19, 2018. The treatment shall be made as rapidly as possible to minimize the amount of time that the bidder is working on and along the County Highways. Should the work not be completed by May 19, 2018, a \$100.00 per day assessment shall be applied as liquidated damages.

EQUIPMENT

Bidder shall submit with his bid a descriptive list of all equipment available for use with this contract.

The guide rail spraying equipment shall be truck mounted units each of which shall have a liquid capacity of not less than three hundred (300) gallons. Each unit shall be powered with a pump capable of pressures ranging from twenty (20) to three hundred (300) pounds per square inch. Each spray unit shall be equipped with a permanently attached anti-siphoning device, or water brake air gap to prevent backflow into any water source. Nozzle type spray gun and boom, as well as any other nozzle arrangement shall be designed to apply a large droplet of spray with an absolute minimum of atomization or drift.

All equipment used in the transportation and application of the chemical mixture shall be modern and in good repair, shall be of such design and construction as to comply with all the requirements hereof, shall be sufficiently maintained at all times to so comply, and shall be properly licensed, rigged, and marked so as to meet all requirements of the State of New York laws, rules, and regulations which apply to such equipment and usage.

THE RIGHT OF EXCLUSIONS AND ADDITIONS

The Commissioner of Public Works reserves the right to include or exclude any highway or portion of highway at any time under the terms and conditions of the contract.

SUPERVISION AND INSPECTION

The successful bidder hereunder shall provide qualified personnel to supervise all work hereunder. Such supervisory personnel shall be other than those engaged in the actual application of chemicals and shall be in number not less than one (1) supervisor for each four (4) persons engaged in the actual spraying operation.

If at any time during spraying operations, an authorized representative of the Tioga County Department of Public Works requires the company of such supervisor for joint inspection of the work hereunder, he shall make himself available for such inspection.

DAILY RECORDS

The County Commissioner of Public Works shall be given a daily report at the end of each work day. This report shall show, for each road sprayed: the miles traveled, and the amount of material used. In addition, said records shall show the rate of speed when each side of highway was treated and the direction and intensity of the wind at the time of such treatment.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be held at the office of the Tioga County Commissioner of Public Works at least ten (10) days prior to starting work. The bidder shall be present at the conference and shall present a proposed schedule of work, source of materials, and be prepared to discuss the contract requirements and specifications.

PENALTY

Should any of the requirements included in these specifications not be met by the bidder (as determined by the Commissioner of Public Works or his representative), the bidder may be fined at a rate of \$200 per day for every calendar day the non-compliance exists, starting with the day of notification by the County of same. The sum total of which, shall be deducted from the bidder's payment.

NOTICE TO BIDDERS

ALL SHEETS MUST REMAIN INTACT. DO NOT DETACH ANY PAGES FROM THESE SPECIFICATIONS. FAILURE TO COMPLY SHALL RESULT IN REJECTION OF BID.

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 price for Aggregate Processing 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.

GUIDE RAIL VEGETATION CONTROL BID PRICES:

All bidders must submit a Bid Bond or Certified Check in the amount of 5% of total bid payable to Tioga County Department of Public Works with their bid. Bid Bond or Certified Check will be refunded to unsuccessful bidders. The successful bidder(s) will be issued a notice of intent to award and will be required to submit a Performance Bond in the amount of 100% of bid amount effective until April 2, 2019, within three (3) weeks of the date of receipt of the notice of intent. Upon receipt of the Performance Bond or Certified Check the successful bidder(s) will be issued a Notice of Award. The Bid Bond will be returned with the Notice of Award. The Performance Bond will be released upon completion of work and acceptance by the Commissioner of Public Works.

If the contract bidder sells a certain quantity of the bid item at a price below Tioga County contract price to a political subdivision of Tioga County, the price must be reduced to the lower amount.

All invoices of orders received shall be sent to the following address:

Tioga County DPW
477 Route 96
Owego, NY 13827

Under no circumstances shall an invoice be sent to the address of delivery unless that address is the same as above.

All orders and invoices shall document the billing address and the delivery address as the majority of orders shall be different.

Lump Sum Price for Minimum of
Fourteen (14) Edgeline Miles to be Covered \$ _____

The undersigned proposes and offers to furnish, to Tioga County, Guide Rail Vegetation Control 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: _____

Address of Company: _____

Telephone Number: _____

Name of Officer: _____

Signature: _____

Date: _____

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

The Owner 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 Owner (including Owner's employees, agents and/or subcontractors) in the performance of this agreement.

The County of Tioga agrees to indemnify and hold the Owner, 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 County of Tioga (including County of Tioga'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 but not limited to New York Stat 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 Owner, as aforesaid.

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 Guide Rail Vegetation Control
Date Issued:	Friday, March 16, 2018 11:38 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 border="0"> <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
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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.