1. Notice

1.1. Notice to Contractors (Physical Responses Only)

Notice is hereby given that the County of Wayne is conducting a Request for Bids for Concrete Products

Sealed responses may be submitted physically or by mail in a sealed envelope clearly identified and filed with the Superintendent of Public Works, 7227 Route 31, Lyons, New York 14489, 26 Church Street, Lyons, New York 14489, on or before 10:00 am prevailing time on Thursday, January 7, 2027

An electronic copy of proposal forms, specifications, and plans can be obtained from the County's eProcurement Portal: https://procurement.opengov.com/portal/co-wayne-ny-us or by requesting them directly from the Purchasing Department Office located at 16 William Street, Lyons, NY by email request to purchasing@co.wayne.ny.us (Telephone: 315-946-7675)

The County of Wayne (hereinafter "County") shall not be held responsible for the completeness or accuracy of any proposal documents received by a contractor that was not directly issued to that contractor by the Purchasing Department. Any contractor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Clerk of the Board of Supervisors.

It is HIGHLY suggested that all contractors interested in participating in this proposal contact the Purchasing Department directly at the above address or telephone number to ensure they have received the most accurate and up-to-date material concerning this contract.

The County does not offer or supply anyone the list of people who have obtained a copy of these proposal specifications or cost estimates for the project prior to the opening of the proposals.

NO EXCEPTIONS ARE MADE TO THIS POLICY.

the County Reserves the right to reject any or all responses

2. Submission Method / Receipt of Proposals

2.1. Physical/ Hardcopy Submission

Sealed bids will be received by the Superintendent of Public Works at 7227 State Route 31, Lyons, New York 14489 until the date and time listed in the advertisement, and at that time all bids will be publicly opened and read aloud. Any bid received after the specified time will be returned to the Bidder unopened.
Bidders shall indicate on the outside of their sealed bid the following information:

- Concrete Products
- Solicitation # BB27018
- 10:00 am, Thursday, January 7, 2027
- Offerors/Proposers Name

Hardcopy responses do not require the submission of the entire solicitation documents. Only the required forms

3. General Information / Instructions to Bidders & Offerors

3.1. Definitions

1. A “Bid” as a complete and properly signed proposal to sell and deliver to the County the services as described in the specifications, submitted in accordance with the Instruction to Bidders.
2. A “Bidder”, “Offeror”, or “Contractor/Vendor” is a person or entity who submits a bid.
3. “Contract Documents” shall consist of Notice to Bidders, Instruction to Bidders, Scope of Work and Specifications, Wayne County Bid Proposal, Non-Collusion Bidding Certification, Certification regarding Debarment/Suspension/responsibility, Certification of Compliance with the Iran Divestment Act, Certificate Regarding Lobbying, and any documents regarding Insurance as outlined in the Insurance section.

3.2. Superintendent

Kevin Rooney is the Superintendent of the Wayne County Department of Public Works, 7227 Route 31, Lyons, New York 14489, Tel # 315-946-5600.

3.3. Bidder's Representations

By making a Bid, the Bidder represents and warrants to the County that:

1. The Bidder is able to enter into an Agreement to perform the services listed;
2. The Bidder has carefully examined the Contract Documents;
3. The Bidder fully understands the intent and purpose of the Contract Documents; and
4. The bid is based upon the terms and conditions set forth in the Contract Documents without exception.

3.4. Interpretation or Correction of Contract Documents

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Any request for such an interpretation shall be made in writing and submitted to the Purchasing Department at least four (4) days prior to the date set for the receipt of Bids. Any interpretation made to a Bidder will be in the form of a written Addendum, and when issued, will be on file at the Clerk of the Board of Supervisors. In addition, all Addenda will be sent to each person recorded as having received a copy of the Bid Documents, but it shall be the Bidder's responsibility to inquire prior to submitting a Bid as to the Addenda issued. All such Addenda shall become part of the Contract Documents, and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

3.5. Sales Tax Exemption

The County is exempt from payment of sales and compensating use taxes under the Tax Law of the State of New York. Bidders shall not include sales or use taxes in their Bid price.

3.6. Preparation and Execution of Bids; Non-Collusion Bidding Certification

Bids must be submitted on the Bid Form included in the Contract Documents and prepared in the following manner:

1. Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. The County is not liable for any costs incurred in the preparation of this proposal and in any other subsequent proposals or presentations.
2. All blank spaces on the Bid Form shall be filled in legibly, in ink or typewritten. If both words and figures are requested, the written words shall be binding on the Bidder. In the event of an error in the total of the Bid, the Bid shall be the total of all items in written words.
3. Erasures and alterations must be initialed by the signer of the Bid.
4. The Bidder shall not make any changes in the wording of the Bid Form or make any stipulations or qualify the Bid in any manner.
5. The Bidder shall note the receipt of Addenda in the spaces provided on the bid Form by entering the number and the date of each Addendum. If no Addenda have been received, insert the word “NONE”. Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid.
6. The Bid must be signed by the person legally authorized to bind the Bidder to a contract. The name of the person signing the Bid must be typed or printed below the signature.
7. The Non-Collusion Bidding Certification required by Section 103-d of the General Municipal Law must be submitted with each Bid.
8. The Proof of Insurance, consisting of an insurance certificate or letter of intent showing insurability in accordance with the requirements indicated in the Standard Insurance Provisions, must be submitted with each Bid.
9. An executed Debarment Certification must be submitted with each Bid.
10. An executed Certification Regarding Lobbying must be submitted with each Bid.
11. An executed Certification of Compliance with the Iran Divestment Act must be submitted with each Bid.

3.7. Modification or Withdrawal of Bids

A Bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time before the scheduled time for opening of Bids.

A Bid may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the Bid opening; thereafter, a Bidder may withdraw his Bid only by a written notice of withdrawal submitted in advance of the bid award.

3.8. Bidder's Qualifications

1. The County may make such investigations as deemed necessary to determine the responsibility of any Bidder to perform the work, and any Bidder shall furnish to the County the information, samples, and data required by the County. The County reserves the right to reject any Bid if the evidence submitted by or the investigation of any such Bidder fails to satisfy the County that any such Bidder is responsible, or qualified to carry out the obligations of the Contractor to complete the work as contemplated therein.
2. The following shall be considered the minimum requirements to qualify for Bidding:
    1. Be an established business, registered to do business in the State of New York
    2. Maintain in direct employment experienced and trained personnel.
3. Maintain and be familiar with the requirements of all applicable codes and regulating bodies.
4. Must submit Certificates of Insurance and copies of endorsement forms, meeting requirements of the County of Wayne’s minimum insurance standards, a copy of which is included in the Bidding Documents

3.9. Consideration of Bids; Acceptance of Bid

1. The County shall have the right to reject any and all Bids; to reject a Bid not accompanied by the required Bid security (If applicable) or by other data required by the Contract Documents; to reject a bid which is in any way incomplete or irregular; and to waive any informality in a Bid.
2. The County shall have the right to award any combination of Bid and Alternative to determine the total bid amount
3. Bid prices shall remain firm for a period of 45 days after the bid opening date.
4. The acceptance of a Bid by resolution of the Board of Supervisors shall bind the successful Bidder to comply with the terms and conditions of the Contract Documents.
5. Non-Collusion Bidding Affidavit must be complete, signed, and submitted with the Bid.
6. The selected Contractor must agree to conditions incorporated into the standard contract used by Wayne County, subject to approval of the County Attorney.
7. The selected Contractor will enter into a contract with the County for performance of the work specified in the bid.
8. All work obviously necessary for the completion of the contract shall be included in the Contractor’s Bid.
9. The Agreement will be governed by the laws of New York State. The Contractor shall comply with all applicable laws, including those regarding labor, discrimination, and equal employment opportunity.

3.10. Method of Award

A contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Specifications. The County reserves the right to award contracts to multiple vendors as a result of this bid. All vendors awarded a contract will be notified. This allows the County to access materials and services closest to the project location, reducing taxpayer costs, and provides additional vendor availability for urgent or emergency services. If multiple awards are made, the County shall first contact the vendor bidding the lowest price based on their requirements and location for each project or order. If the low bidder cannot perform the service or provide the material for any reason or within a reasonable time frame, the County may then contact the next lowest bidder awarded a contract.

The County guarantees no minimum or maximum purchases as a result of award of this bid.

Additionally, the County reserves the right to purchase any goods or services included as a part of this bid through any means legally available to it at any time.

3.11. Quantities

The annual usage quantities indicated in the specifications (if any) represent the estimated total requirements for the contract term. These totals are estimates only and should not be constructed to represent either maximum or minimum amounts to be purchased during the contract term. The County will determine the final quantities based on its maintenance and construction requirements.

3.12. Additional Specifications

All references to the New York State Specifications refer to the Department of Transportation Specifications of May 1, 2026, along with the latest revisions, additions, and materials, which shall conform to the requirements set forth.

3.13. Guarantee

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials, equipment, and services supplied to the County meet or exceed the Bid Specifications. Should the goods, materials, equipment, and or services be found not to meet the Bid Specifications, the vendor must remove and/or, at the County’s sole discretion, replace all faulty goods, materials, and/or equipment within a time frame dictated by the County at no cost to the County.

3.14. Backorders/Order Status

The vendor agrees to provide the using department and/or Purchasing with a monthly open order report. Any order more than ten (10) days old must include an explanation of the delay as well as an estimated arrival date.

3.15. Substitute or "Or Equal" Items

A Contract, if awarded, may be based on materials and equipment as described in the Bid Specifications, and “or equal” items submitted by the bidder and accepted by the County.

The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package documentation establishing equality of construction, operation, and utility. Said “or equal” items must be accepted or rejected based upon the County’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items before the recommendation of award must be at the bidder's expense.

If a submitted “or equal” item is rejected, the bidders must be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. However, if the County determines that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the County other alternatives or to offer the original equipment specified by the County. Additionally, the bidder must not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the County nor its representatives must make any determinations as to the equality of materials or equipment before the opening of bids.

The decision to accept or reject an “or equal” item rests solely with the County. If a substitute “or equal” item is not accepted by the County, the bid will be deemed non-responsive, and the County must reject this bid. The next lowest responsive bid must then be reviewed for recommendation of award.

3.16. Samples

The County may require samples of materials from the bidder(s). Samples shall be submitted free of charge upon request and be identified with the bidder's name and address. If, in the judgment of the County, the sample (s) is/are not in accordance with the specifications, the County reserves the right to reject the bid or cancel the contract.

3.17. Deliveries

All deliveries shall be made FOB Destination (ordering department, agency receiving room, or project site), Freight Prepaid. unless otherwise requested within the solicitation, within the time frame specified by the ordering agency. All delivered items shall be packed in suitable containers standard to the trade and in full conformance with all existing health and sanitation regulation governing such deliveries. An itemized delivery ticket shall be presented to the ordering department or agency with each delivery.

3.18. Execution of Contract

The Bidder, whose proposal has been accepted, shall have a legally authorized representative execute the contract and submit it to the County within ten (10) calendar days of the date of Notice of Award.

3.19. Term of Contract

Any contract resulting from the award of this bid shall be for a term of one (1) year from the time the bid is awarded. The County reserves the right to renew all or any part of this contract for up to an additional one (1) year period if agreeable by all parties. The County will notify the Bidder in writing within sixty (60) days of the expiration of the initial agreement or any extension thereof of its intent to renew the agreement. The Bidder must notify the County within ten (10) days of said notice of its consent to extend the agreement under the same terms and conditions as stated herein
*** No escalation provisions will apply to this bid for the duration of the contract.**

3.20. Cancellation Clause

The County reserves the right to cancel the contract at any time during the contract term by written ten (10) days' notice mailed to the address of the vendor.

3.21. Communications

The individual listed as the procurement contact is responsible for the conduct of this procurement. All questions, inquiries, concerns, or clarifications regarding this solicitation must be submitted electronically (via email or submitted on the County's eProcurement Portal) to this individual or their designee. Offerors shall not contact or communicate with any other County employees. Unauthorized contact about this RFB with any other County employees may result in immediate disqualification. The County will not be responsible for any oral representations or instructions. All contact with any county official must take place during normal work hours, at the county office, or at a site related to the service being proposed.

Contact Name:	Chris O'Connor
Title	Purchasing Agent
Address:	16 William Street, Lyons NY 14489
Phone #:	(315) 946-7674
Email:	purchasing@waynecountyny.gov

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Offeror during the procurement process. An Offeror is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

Offerors responding to this solicitation must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

3.22. Procurement Schedule

The Owner will make every effort to adhere to the schedule below. However, the Owner reserves the right, at its sole discretion, to adjust the Schedule of Events as it deems necessary.

Release Project Date:	November 18, 2026
Question Submission Deadline:	December 28, 2026, 12:00am
Response Submission Deadline:	January 7, 2027, 10:00am
Anticipated Award Date:	February 16, 2027

Right to withdraw proposals expires on the date and time for the deadline for proposal submission listed above

3.23. Reseller Utilization

A manufacturer may respond to this solicitation directly or allow authorized resellers to respond to the solicitation. A manufacturer that responds directly may utilize resellers to sell equipment or supplies. A listing of the authorized resellers must be submitted with the response, and resellers must be eligible to quote regionally or statewide, independently, and potentially at prices lower than manufacturer (Contract) pricing for procurements under resulting contracts. Resellers must also be able to accept orders, invoice, and receive payment

4. Prevailing Wage Rates and Schedules

All contractors and subcontractors engaged in public works projects are required to pay not less than the prevailing hourly wage rates and the prevailing hourly supplements for the project as determined by the New York State Department of Labor. The current schedules of prevailing wage rates and supplements are included in the Contract Documents. In the event that the prevailing wage rates or supplements change after the bids have been opened or after the contract is awarded, updated schedules will be issued by the State Department of Labor. All contractors and subcontractors must comply with the updated schedules. The Owner shall not be responsible for any increased labor costs which result from errors or defects in the schedules of wage rates and supplements or from changes in the schedules. No change in the Contract Sum shall be allowed to a contractor for any such errors, defects or changes in the schedules.

Section 220-a of the Labor Law requires contractors and subcontractors engaged in public work projects to provide their subcontractors with a copy of the prevailing wage rate schedule in effect for the contract and to obtain from all their subcontractors a verified statement that such subcontractors have reviewed the schedule in and agree to pay the wages

and supplements set forth therein. Before final payment is made by the Owner to a contractor, the contractor must file with the Owner every verified statement required to be obtained by the contractor from its subcontractors, and a verified statement which provides in part that, to the knowledge of the contractor, all of its subcontractors have paid the required prevailing wages and supplements to their employees and that the contractor acknowledges liability for underpayment by subcontractors of prevailing wages and supplements as described in Section 223 of the Labor Law.

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

PRC#:2026027810

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website at www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions, call the NYS Department of Labor at (585) 258-4505. If you do not have internet access, you may contact the Wayne County Purchasing Department at (585) 946-7675 to request a copy of the prevailing rate schedule provided for this project.

all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

5. Extension of Use

5.1. Extension of Use

The County reserves the right to allow all municipal and not-for-profit organizations authorized under the General Municipal Laws of the State of New York (“GML”), to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to GML Sections 100 through 104. However, it is understood that the extension of such contracts is at the discretion of the vendor, and the vendor is only bound to any contract between the County and the vendor.

6. Insurance

6.1. Insurance Requirements Construction, Maintenance, Environmental Contractors

Required Insurance: The prime contractor and all subcontractors shall purchase and maintain the following types and limits of insurance, unless stated otherwise. The limits outlined below are the minimum limits required for this contract and in no way limits the liability of the contractor.

1. Contractor must provide new ACORD certificates when any policy listed on the form expires.
2. If Contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
3. The Contractor's insurance policies must be from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the County.
4. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
5. **Commercial General Liability Insurance**
    1. Use of ACORD Form: Proof of Commercial General Liability Insurance must be provided on a New York-approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
    2. The ACORD form must contain (i) the name of the agent producing the form; (ii) a policy number; (iii) policy effective date and expiration date; and (iv) the name of the Contractor, which must match the Contractor name on the Agreement.
    3. Type of policy: Commercial General Liability Insurance shall be written on an occurrence coverage form. The General aggregate shall apply on a per-project basis. Insurance shall include coverage for bodily injury and property damage liability.
    4. Additional Insured Status: Wayne County must be named as an "Additional Insured." Additional insured status must include products and completed operations. The Contractor agrees to indemnify the County for any applicable deductibles and self-insured retentions. To the fullest extent permitted by law, contractor agrees to defend, indemnify and hold harmless The County, it's officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner for acts, omissions, breach or default of Subcontractor, in connection with performance of any work by Contractor, it's officers, directors, agents, employees and subcontractors.
    5. "Certificate Holder": shall be "County of Wayne, 26 Church Street, Lyons, NY 14489."
    6. "Description of Operations": must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing, remediation, asbestos abatement, auditing, information technology consulting, etc.) that are covered by the liability policies.
    7. Non-renewal, Change, or Cancellation: Contractor shall provide written notice of any non-renewal, change, or cancellation of the policies required herein to the County of Wayne and the County Department

requesting this Certificate at least thirty (30) days prior to such non-renewal, change, or cancellation. Such written notice may be provided through the County's electronic contract system.

8. Waiver of Subrogation: Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Waiver of subrogation must be indicated on the ACORD form. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer and regardless of whether waiver of subrogation is indicated on the ACORD form.
9. Primary / Non-contributory Coverage: Contractor's coverage shall be primary and non-contributory coverage for the County, its Board, employees, and volunteers

6. **Automobile Liability Insurance**
    1. For all construction contracts, contracts requiring reimbursement of the Contractor's mileage, or any other contract requiring use of a vehicle other than for transportation of the contractor from home/main office to the work site or from the work site to home/main office, the ACORD form must include proof of Auto Liability Coverage as set forth below.
    2. Shall be written on an occurrence basis
    3. Additional Insured Status: Wayne County shall be named as "Additional Insured."
    4. Non-renewal, Change, or Cancellation: Requirements shall be the same as Commercial General Liability Coverage noted above
    5. Waiver of Subrogation: Required
    6. Primary / Non-contributory Coverage: Contractor's coverage shall be primary and non-contributory coverage for the County, its Board, employees, and volunteers
7. **Umbrella/Excess Insurance**
    1. All contractors shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.
    2. Type of policy: Umbrella/Excess insurance shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages. Must extend over Contractors' Pollution Liability and or Environmental Contractors Liability policies if applicable
    3. Additional Insured Status: Wayne County shall be named as "Additional Insured."
    4. Waiver of subrogation: Required
    5. Primary / Non-contributory Coverage: Contractor's coverage shall be primary and non-contributory coverage for the County, its Board, employees, and volunteers
    6. Non-renewal, Change, or Cancellation: Requirements shall be the same as Commercial General Liability Coverage noted above
8. **Workers' Compensation Insurance**
    1. New York State law mandates that municipal entities require their contractors or permit applicants to provide proof of Workers' Compensation insurance OR proof of exemption from providing Workers' Compensation insurance, in compliance with NY Workers' Compensation Law §57.
    2. To comply with coverage provisions of the Workers' Compensation Law, contractors must:

1. be legally exempt from obtaining workers' compensation insurance coverage; or
2. obtain such coverage from insurance carriers; or
3. be a Board-approved self-insured employer; or
4. participate in an authorized group self-insurance plan.

3. FORMS - Contractors or entities must provide one of the following NY State-approved forms to the County. NOTE - ACORD forms cannot be accepted as proof of Workers' Compensation coverage.
    1. **Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage:** Form CE-200 can be completed electronically on the NY Workers' Compensation Board's website, https://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp.
    2. **Form C-105.2, Certificate of Workers' Compensation Insurance:** Form C- 105.2 must be obtained from the contractor's insurance carrier or the carrier's licensed agent. Please note that the State Insurance Fund provides its own version of this form, the U-26.3.
    3. **Form SI-12, Certificate of Workers' Compensation Self-Insurance:** Board-approved self-insured employers must obtain this form from the Board's Self-Insurance Office by emailing selfinsurance@wcb.ny.gov.
    4. **GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance:** The contractor must obtain this form from the contractor's Group Self-Insurance Administrator.
    5. **NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.
4. Waiver of Subrogation: Required under the Worker's Compensation Coverage

9. **Disability Benefits Coverage**
    1. New York State law mandates that municipal entities require their contractors or permit applicants to provide proof of Disability Benefits Coverage OR proof of exemption from providing Disability Benefits Coverage, in compliance with NY Workers' Compensation Law §220 (8).
        1. To comply with coverage provisions of the Workers' Compensation Law, contractors must:
            1. be legally exempt from obtaining Disability Benefits Coverage; or
            2. obtain such coverage from insurance carriers; or
            3. be a Board-approved self-insured employer for disability benefits.
        2. FORMS - Contractors or entities must provide one of the following NY State-approved forms to the County. NOTE - ACORD forms cannot be accepted as proof of Disability Benefits Coverage.
            1. **Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage:** Form CE-200 can be completed electronically on the NY Workers' Compensation Board's website, https://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
            2. **DB-120.1, Certificate of Disability Benefits Insurance:** Form DB-120.1 must be obtained from the contractor's insurance carrier or the carrier's licensed agent.
            3. **DB-155, Certificate of Disability Benefits Self-Insurance:** Self-insured employers must contact the NY Office of Self-Insurance at selfinsurance@wcb.ny.gov to obtain Form DB-155.

4. **NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

10. **Contractors' Pollution Liability *(if applicable)***
    1. All contractors, including prime & subcontractors performing any work that could create a pollution condition, poor air quality, hazardous materials exposure, lead, mold, pesticides, tank removal/installation, etc.,
    2. Type of Policy: The Policy shall be written on a per-project basis, and shall be maintained for no less than three (3) years after final completion
    3. Additional Insured Status: Wayne County shall be named as "Additional Insured."
    4. Non-renewal, Change, or Cancellation: Requirements shall be the same as Commercial General Liability Coverage noted above
    5. Waiver of Subrogation: Required
    6. Primary / Non-contributory Coverage: Contractor's coverage shall be primary and non-contributory coverage for the County, its Board, employees, and volunteers
11. **Environmental Contractors Liability *(if applicable)***
    1. Is required if work includes asbestos, lead abatement, mold remediation &/or hazardous materials. All contractors, including prime & subcontractors, handling environmental exposures are required to provide this coverage
    2. Type of Policy: With coverage for the services rendered for the Municipality, including, but not limited to, removal, replacement, enclosure, encapsulation, and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage, and clean-up costs. $1,000,000 per occurrence/ $1,000,000 general aggregate, including products and completed operations. If a retroactive date is used, it must predate the inception of the contract and shall be maintained for no less than three (3) years after final completion
    3. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
    4. Additional Insured Status: Wayne County shall be named as "Additional Insured."
    5. Non-renewal, Change, or Cancellation: Requirements shall be the same as Commercial General Liability Coverage noted above
    6. Waiver of Subrogation: Required
    7. Primary / Non-contributory Coverage: Contractor's coverage shall be primary and non-contributory coverage for the County, its Board, employees, and volunteers
12. **Owners' Contractor Protective *(if applicable)***
    1. Wayne County as the Named Insured
13. **Installation Floater *(if applicable)***
    1. Type of Policy: Limits shall be equal to the full value of the material &/or equipment being installed, with coverage to be provided on a direct risk of loss basis, special form, including equipment breakdown.

Deductible shall not exceed $1,000. Coverage shall include property in transit and property stored on & off premises.

2. Additional Insured Status: Wayne County shall be additionally insured as Loss Payee, as their interest may appear
3. Subcontractors are required to carry an Installation Floater & provide course of construction coverage for property of the insured and property of others that is being installed or awaiting installation.

14. **Railroad Protective Liability *(if applicable)***
    1. Required if any construction or demolition operations are being performed on or within 50 feet of any railroad property, railroad bridge, trestle, track, roadbed, tunnel, underpass, or crossing.
    2. Wayne County as the Named Insured

Required Minimum Limits:

Insurance Type	Coverage Amount
Commercial General Liability	
Each Occurrence	$1,000,000
Fire Damage/ Damage to Rented Premises	$100,000
General Aggregate	$2,000,000 Per Project
Products & Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Medical Expense	$5,000
Auto Liability	
Combined Single Limit including Coverage for Owned, Hired, Borrowed, and Non-Owned Vehicles	$1,000,000
Excess/Umbrella Liability	
Each Occurrence/ Aggregate	$1,000,000 / $1,000,000
Contractors' Pollution Liability *(if applicable)*	
Each Occurrence/ Aggregate	Not Applicable
Environmental Contractors Liability *(if applicable)*	
Each Occurrence/ Aggregate	Not Applicable
Owners Contractors Protective Liability *(if applicable)*	
Each Occurrence/ Aggregate	Not Applicable
Installation Floater *(if applicable)*	
Not Applicable	
Railroad Protective Liability *(if applicable)*	
Each Occurrence/ Aggregate	Not Applicable
Additional Insured on a Primary & Non-Contributory Basis with a Waiver of Subrogation and 30 Days' Notice of Cancellation or Non-Renewal	
Include on	General Liability, Auto, & Excess/Umbrella Contractors Pollution Liability

7. Project Details / Scope of Work

7.1. General Requirements

All construction and material quantities specified are in English units.

References are made herein to New York State Department of Transportation, Standard Specifications, Construction Materials, dated May 1, 2026 and Engineering Instruction 07-020. A copy may be obtained through the Department's publication unit. Pease call 518-457-2124 for more information. Please refer to Section 500 Portland Cement Concrete.

All products when ordered shall be delivered in a timely manner FOB jobsite within Wayne County.

Delivery/Inspection and Acceptance: Upon delivery of the product, Wayne County retains the right to inspect the product prior to final acceptance and/or payment for the product. The purpose of the inspection process is to ensure that the product is within compliance with the specifications set forth in the awarded contract.

No escalation clause shall be included with this contract. Bid prices shall be FOB destination (Wayne County) with freight prepaid and allowed and shall include transportation, delivery charges and fuel surcharge.

8. Pricing Proposal

Concrete Products

Bid prices shall be FOB destination (Wayne County) with freight prepaid and allowed and shall include transportation, delivery charges and fuel surcharge.

Line Item	Reference	Description	Unit of Measure	Unit Cost	I
1	555.0104	Class – "A" Footing Concrete – No Class Substitutions	Cubic Yard		
2	555.0105	Class – "A" Concrete for Structures – General Purpose	Cubic Yard		
3	555.01	Class – "C" Concrete for Structures – Pavement; Slip Forming	Cubic Yard		
4	555.02	Class – "D" Concrete for Structures – Thin Structural	Cubic Yard		
5	555.03	Class – "DP" Concrete for Structures – Thin Structural Overlays	Cubic Yard		
6	555.04	Class – "E" Concrete for Structures – Slabs/Approach Slabs	Cubic Yard		

Columns

7	555.05	Class – “F” Concrete for Structures High Early Strength	Cubic Yard
8	555.0805	Class – “H” Concrete for Structures – Pumping	Cubic Yard
9	555.11	Class – “J” Concrete for Structures – Walls and Curbs; Slipforming	Cubic Yard
10		NYS DOT Granite Curb Backing	Cubic Yard
11	711-08-A	Additional for Water Reducing Admixtures	Cubic Yard
12	711-08-D	Additional for Water Reducing and Retarding Admixtures	Cubic Yard
13	711-08-F	Additional for Water Reducing (High Range) Admixtures	Cubic Yard
14		Additional for Fibrous Concrete Reinforcement	Cubic Yard
15		Additional for Heat	Cubic Yard
16		Small Load Charge (Orders less than 3 Cubic Yards)	Load
17		Controlled Low Strength Material (50-100 psi)	Cubic Yard
18		Controlled Low Strength Material (100-200 psi)	Cubic Yard
19		Controlled Low Strength Material (200-300 psi)	Cubic Yard
20		Controlled Low Strength Material (750-1000 psi)	Cubic Yard
21		Precast Concrete Blocks 2’x2’x6’, stackable w/lifting bars; FOB Plant	Each
22		Additional for Trailer Mounted Boom Concrete Pump	Cubic Yard
23		Truck Unload Overtime	Hour

9. Attachments

Main Documents

- BB27018 Concrete Products

Supporting Attachments

- A - Sample_Agreement_(1)
- B - BB27018 Bid Forms