

NOTICE TO BIDDERS
2026-10

Sealed bids from qualified vendors to provide drainage remediation at the Livingston County Courthouse will be received by the Office of the Livingston County Administrator, 6 Court Street, Room 302, Geneseo, New York 14454 **until 11:00 AM local time on March 24, 2026**. All bids must be placed in a sealed envelope and shall clearly be marked "Sealed Bid for Drainage Remediation." E-mailed or faxed bids will not be accepted.

The official time for the receipt of bids will be the time shown on the time stamp located in the Board of Supervisors/County Administration area, Room 302 on the third floor, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454. Bids will be publicly opened and read aloud immediately after the 11:00 AM submission deadline in Room 303B of the Livingston County Government Center.

Security procedures are in effect at the Livingston County Government Center. Interested Bidders who intend to hand deliver proposals and/or conduct business with Livingston County should allow sufficient time for any delay which may arise as a result of security procedures. Bidders assume the risk of any delay in the mail or in the handling of the mail by County employees. Whether a bid submission is sent by mail or by means of personal delivery, Bidders assume responsibility for having their bids deposited on time at the place specified. To be considered "delivered on time," a submission must be received by County Administration by the appointed day and time. **All bids received after the day and time stated will not be considered and will be returned unopened to the Bidder.**

Copies of Bidding Documents may be obtained from the Office of the Livingston County Administrator by emailing ashleyscutt@livingstoncountyny.gov or by calling (585) 243-7040. **All Bidders must register with Ashley Scutt**, identified above, to ensure receipt of any subsequently issued addendum(s).

A pre-bid **site visit** will be held on **March 11, 2026**, beginning at 10:00 AM, in front of the Courthouse located at 2 Court Street, Geneseo, New York 14454. **A site visit is strongly encouraged prior to submitting a bid.**

Questions regarding the Bidding Documents are to be emailed to Ashley Scutt at ashleyscutt@livingstoncountyny.gov, no later than **12:00 PM, March 16, 2026**. Only written Requests for Information (RFIs) will be accepted. The questions received and all answers will be sent to all in receipt of the Bidding Documents no later than 4:00 PM on, **March 18, 2026**. If necessary, an Addendum to the Bidding Documents will be issued. All addenda so issued shall become part of the Bidding Documents.

Attention of the Bidder is particularly called to the County's sales tax exemption, the requirements as to conditions of employment to be observed, and the prevailing wage rates to be paid under the awarded contract. In addition, the Bidding Documents for this project contain detailed requirements for the qualification of Bidders. Each Bidder shall include a **bid bond** security in an amount not less than five percent (5%) of the bid subject to the conditions herein. Certified or bank checks will not be accepted.

All bids must be accompanied by a fully executed Non-Collusion Certification and Appendix "D" Certification "Iranian Energy Sector Divestment" pursuant to New York State General Municipal Law Section 103-g in order to be considered for award.

The County of Livingston reserves the right to reject any and all bids. Livingston County is an equal opportunity/affirmative action employer. A recap of this bid will be posted on the County's website; www.livingstoncountyny.gov.

Ashley E. Scutt
Dated: 2/25/26

“New Requirement”

Public Work Contractor and Subcontractor Registry

Starting December 30, 2024, 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](#).

<https://dol.ny.gov/contractor-and-subcontractor-landing>

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 and subcontractors must register with NYSDOL BEFORE submitting bids or commencing work on a covered project. Furthermore, contractors and subcontractors must submit to their Certificate of Registration with their bid submissions or, if already under contract, BEFORE commencing any work on a covered project. A covered project is defined as any project subject to the provisions of Article 8 of the Labor Law, including but not limited to public work projects and those subject to the provisions of Labor Law Sections 224(a) and 224(d).

A contractor that bids on a contract for public work knowing it is not registered or a contractor/subcontractor who commences work knowing that it is not registered shall be subject to a civil penalty up to \$1,000.00.

NYSDOL strongly encourages all contractors and subcontractors to register as soon as possible to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work and Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work and Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

Electronic Certified Payroll Submissions in 2026

There is a new subsection 220-j in Article 8, which will require the Department of Labor to develop a publicly accessible online database of electronic certified payroll records. This database will be available no later than **December 31, 2026**.

All submissions of certified payroll records will be collected electronically through this forthcoming database, starting when the system is completed in 2026.

Please watch the NYS Department of Labor website for additional information.

LIVINGSTON COUNTY PURCHASING DEPARTMENT

Livingston County Government Center

6 Court Street, Room 302

Geneseo, New York 14454

GENERAL CONDITIONS. *These General Conditions shall apply unless specific bid documents contain conflicting requirements.*

1. All proposals shall be made upon the forms furnished by Livingston County and shall be contained in sealed envelopes addressed to the Livingston County Administrator's Office, Livingston County Government Center, 6 Court Street, Room 302, Geneseo, New York 14454.
2. Form of proposal as issued by the County shall be completely filled in using black ink or typed. No bid will be accepted which contains any changes, additions, omissions, or erasures, unless otherwise stated.
3. Bidders must submit with their bid detailed specifications, circulars, and all necessary data on items/services they propose to furnish. This information must show clearly that the items/services offered meets all detailed specifications contained herein. The County reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If an item/service offered differs from the provisions contained in these specifications such differences must be explained in detail, and the bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are in the best interests of the County as interpreted by the County.
4. All prices quoted must be per unit as specified. For instance, do not quote per case when per dozen is requested. Otherwise, the bid may be rejected.
5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. Should there be a discrepancy between a price written in numbers and alpha - the alpha will govern.
6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the Bidder may claim exemption because of doing business with the County.
7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful Bidder to the destination(s) indicated in the Bidding Documents.
8. Prices shall be net FOB any point in Livingston County, New York. Price quoted shall include all delivery costs.
9. Where a Bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.
10. **All bids received after the time stated for the opening in the Notice to Bidders will not be considered and will be returned unopened to the Bidder.** The Bidder assumes the risk of any delay in the mail or in the handling of the mail by County employees. Whether a bid submission is sent by mail or by means of personal delivery, the Bidder assumes responsibility for having its bid deposited on time at the place specified.
11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the County as to whether an alternate or substitution is in fact equal shall be final. If bidding on items other than those specified, Bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of the item it proposes to furnish, otherwise, the bid will be construed as submitted on the identical item fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the Bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
12. If two or more Bidders submit identical bids as to price, the decision of the County to award a contract to one of the identical Bidders shall be final. (General Municipal Law Section 103(1)).
13. It is the responsibility of the Bidder to offer a product that meets the specifications of the manufacturer model as listed. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Manufacturer's recommended list prices are required with the bid.
14. See attached insurance requirements (Appendix C). Liability, workers compensation, and disability coverage statements are required of all Bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

15. In the event satisfactory bids are not received, the County reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.
16. Bidders must fill in all applicable spaces on the bid forms. All lines must have an indication of a Bidder's response whether that be 0, N/A, -, or a dollar figure. All lines must be filled in to indicate a Bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on the bid forms may be disqualified as a non-responsive bid. The County cannot assume there is no charge when lines are left empty.
17. The following items will automatically render a bid unacceptable to the County:
 - (a) Failure to sign bid forms.
 - (b) Failure to include the necessary bid bond (if required).
 - (c) Failure to include a fully executed Non-Collusion Certification.
 - (d) Failure to include a fully executed Appendix D Certification "Iranian Energy Sector Divestment".
 - (e) Failure to include a NYSDOL Certification.It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.
18. Faxed or emailed bids will not be accepted.
19. The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

20. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be returned to the Bidder at the Bidder's expense. Samples not removed within fifteen (15) days after written notice to the Bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

AWARD

21. The County reserves the right to reject any and all bids not deemed to be in the best interest of the County and to reject as informal such bids, as in its opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.
22. The County reserves the right to waive any informality or to reject any or all bids.
23. Awards will be made to the lowest responsive responsible Bidder(s), as will best promote the public interest, taking into consideration the reliability of the Bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery. Livingston County reserves the right to award all to one Bidder, section by section, or line by line, or in any combination.
24. No contract awarded hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company, or corporation unless approval is first obtained in writing from the County.
25. If the successful Bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful Bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful Bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
26. Should any material or equipment delivered fail to meet the specifications, the County may, at its discretion, require the successful Bidder to replace the same with material or equipment which does meet the specifications and, at said Bidder's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the successful Bidder within fifteen (15) days, to cancel the order and/or terminate the contract, in which

event the County will assume no responsibility for any expense or loss to said Bidder because of such cancellation or termination.

27. Payments cannot be processed by the County until contract items have been delivered in satisfactory condition.
28. Extension of Prices - The County will make the awarded contract available to all municipalities and not-for-profit organizations, subject to eligibility under state law. The successful Bidder may provide substantially the same goods and/or services under the same terms and conditions detailed in this solicitation, provided it is permitted by local law and the requesting entity makes its own payment arrangements. The Bidder may not increase the price on the contract but may negotiate a reduction. Livingston County is not responsible for determining an entity's ability to piggyback, and that right is reserved exclusively to the entity's counsel. Although extension of the contract to additional municipalities and not-for-profit organizations is optional for the successful Bidder, providing the materials/services is a priority for the County.
29. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Livingston County Administrator's Office within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected, the County will issue a no award on those affected items and re-bid or seek quotes at a later date.
30. If a successful Bidder exhibits a history of back orders or delayed deliveries the County reserves the right to rescind its award and to disqualify the Bidder from future bidding.
31. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of Bidder error or inability to perform.
32. Executory Clause. It is understood by the parties that the awarded contract shall be executory only to the extent of the monies available to the County and appropriated therefore, and no liability on account therefore shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

DELIVERY

33. Delivery must be made in accordance with the instructions to Bidders and the bid specifications. If delivery instructions do not appear on an order, it will be interpreted to mean prompt delivery. The decision of the County as to reasonable compliance with delivery terms shall be final.
34. The County must be notified at least twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.
35. The County will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
36. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
37. The successful Bidder shall be responsible for delivery of items in good condition at the point of destination. It shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving Department will note for the benefit of the successful Bidder when packages are not received in good condition. All cartons shall be labeled with purchase order or contract number, successful Bidder's name, and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
38. Unless otherwise stated in the bid specifications, all items must be delivered to and placed at a point within the buildings directed by the shipping instructions or the County. The successful Bidder will be required to furnish proof of delivery in every instance.
39. Unloading and placing of materials and/or equipment is the responsibility of the successful Bidder, and the County accepts no responsibility for unloading and placing of materials/equipment. Any costs incurred due to the failure of the successful Bidder to comply with this requirement will be charged to said Bidder. No help for unloading will be provided by the County, and the Bidder should notify its truckers accordingly.
40. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered:
 - Contract Number and/or Purchase Order Number
 - Name of Article
 - Item Number (If Applicable)
 - Quantity
 - Name of Successful Bidder

41. The successful Bidder may be requested to acknowledge, in writing, receipt of order.
42. No items are to be shipped or delivered until receipt of an official purchase order from Livingston County.

INSTALLATION OF EQUIPMENT

43. The successful Bidder shall clean up and remove all debris and rubbish resulting from its work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful Bidder unless otherwise specified.
44. Equipment, supplies, and materials shall be stored at the site only on the approval of the County and at the successful Bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.
45. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful Bidders or workmen. The successful Bidder shall keep in touch with the entire operation and install its work promptly.
46. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

GUARANTEES BY THE SUCCESSFUL BIDDER

47. The successful Bidder guarantees:
 - (a) Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - (b) To furnish adequate protection from damage for all work and repair damages of any kind for which the Bidder or its workmen are responsible to the building or equipment, to its own work, or to the work of other successful Bidders.
 - (c) To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
 - (d) That all deliveries will be equal to the accepted bid sample.
 - (e) That the materials/equipment delivered is standard, new, latest model of regular stock product or as required by the bid specifications and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from date of delivery. If during this period such faults develop, the successful Bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the awarded contract which is or becomes defective during the guarantee-period shall be replaced by the successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful Bidder shall make any such replacement immediately upon receiving notice from the County.

SAVING CLAUSE

48. The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the awarded contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful Bidder and which by the exercise of reasonable diligence it is unable to prevent.

GOVERNING LAWS & RULES

49. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which includes products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available.
50. The successful Bidder shall comply with all Federal, State, and local laws, rules, and regulations, and any amendments and additions thereto, that pertain to municipalities and municipal contracts, including but not limited to the Labor Law, General Municipal Law, Workman's Compensation Law, Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, and Public Health Law, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.
51. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

- (a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreements for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competition; and
 - iii. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - (b) A bid shall not be considered for award nor shall be made where (a) (i) (ii) and (iii) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.
52. The fact that a Bidder has:
- (a) Published price lists, rates or tariffs covering items being procured;
 - (b) Informed prospective customers of proposed or pending publication of new or revised price lists for such items; or
 - (c) Sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of Section 51.
53. All Bidders must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.
54. Bidders must complete the attached Livingston County forms which include Appendices A, B and C. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

55. Failure of any Bidder to receive any Addenda shall not relieve such Bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Bidding Documents.

QUALIFICATIONS OF BIDDERS

56. The County reserves the right to make such investigation as it may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the County that the Bidder is fully qualified to do the work. Financial instability of a Bidder may be cause for non-award.
57. Conditional bids will be considered informal and will be rejected.

BONDS

58. **A Bid Bond** as a guarantee that the Bidder will enter into the Contract if awarded same, in an amount not less than five percent (5%) of the Contract amount, shall be submitted with the bid on forms provided by an acceptable surety licensed to do business in New York State.

SPECIFICATIONS

Livingston County is accepting sealed bids from skilled and experienced companies to provide drainage remediation at the Livingston County Courthouse.

SCOPE OF WORK

Contractor will be responsible for:

- Excavating along east side of building down to the foundation approximately 6' down to the footer starting at south east corner heading north approximately 80'.
- Exposing foundation wall and inspecting for damage and repairing damage where needed.
- Coating the entire exterior foundation wall with liquid asphalt emulsion waterproofing or an approved equivalent.
- Installing dimpled drainage mats to the entire exposed foundation wall down to the footer.
- Locating the footer drainage system and confirming flow to existing outlet. If flow cannot be determined, repair or replace drainage piping to nearest drain invert.
- Surrounding pipe with 16 inches of $\frac{3}{4}$ " washed stone and wrapping pipe with geotextile filter fabric or an approved equivalent.
- Backfilling with removed material, grade and landscaping back to original condition.
- Furnishing all labor, equipment, and materials for excavation, structural repair, waterproofing, and drainage. Including road flagging, site cleanup, removal of all spoils and construction debris, and restoration of landscaping.
- Providing all permits and utility location call for dig notifications.
- Providing their own portable restroom facilities.
- Providing all inclement weather protection when foundation wall is exposed or during repair and water removal from site when adding drainage.
- Providing their own temporary power unless notified differently.
- Providing the storage of all material left on site.
- Obeying all job site regulations enforced by OSHA for all fall protection, structural stability and equipment safety and provide their own PPE and safety equipment, and signage for the jobsite.

INVOICING

- Invoices must be emailed to lccsap@livingstoncountyny.gov and copy the ordering County representative.
- The County contract number and a Purchase Order number (if applicable) must be included on the invoice.
- An itemized material total, the markup and all supporting vendor invoices must be included on the invoice.
- Certified payroll records for all invoices for labor totaling hours invoiced must be included with the invoice.

CONTRACT TERMS

The project must be completed by September 30, 2026.

In the event the awarded contractor, during the term of the contract, fails to meet the specifications of the contract or fails to perform its obligations under the contract in a manner satisfactory to the County, the County shall notify the awarded contractor in writing of the specific deficiencies. If the contractor fails to correct the deficiencies within fifteen (15) days of receiving the notice of deficiencies, the County, at its sole option, may terminate the contract with thirty (30) days written notice. Such deficiency notice shall be sent by certified mail to the contractor at the address identified by for receiving official communications.

Either party may terminate the contract without cause upon thirty (30) days advance written notice to the other party.

BID CONDITIONS & INFORMATION

The pricing amounts submitted shall be exclusive of Federal and State taxes and must not include any tax for which the responding Bidder may claim exemption because of doing business with the County. Livingston County is a tax-exempt entity.

Prevailing wage rates apply

All Bidders submitting bids agree to conform to all current New York State Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project. The schedule can be obtained at the link below. The successful Bidder is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid. For policy or rate questions call the New York State Department of Labor.

PRC# 2026004114

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1606681>

PLEASE SUBMIT ALL PROPOSALS TO:

Office of the Livingston County Administrator
Livingston County Government Center
6 Court Street, Room 302
Geneseo, New York 14454

All bids must be placed in a sealed envelope and shall clearly be marked "Sealed Bid for Drainage Remediation."

Bids will be received by the Office of the Livingston County Administrator **until 11:00 AM local time on March 24, 2026**. Bids will be publicly opened and read aloud immediately after the 11:00 AM submission deadline in Room 303B of the Livingston County Government Center.

The attached Proposal Price Sheet must be completed and returned with all proposals. Livingston County Appendices A, B, C, and D, the Non-Collusion Bidding Certificate, and the Bid Proposal Form are to be signed and returned with each bid.

BID PRICING FORM

Bidders Name _____

Total Bid Price to furnish all materials, labor and insurances for drainage remediation at the Livingston County Courthouse, 2 Court Street, Geneseo, New York 14454.

\$ _____

Amount written in words

Are products to be provided exactly as requested? ☐

Include specification sheet / product brochures for all proposed materials.

If other than requested (*an equivalent*) please indicate below.

Use the space below to give any additional information or comments regarding your bid:

BID PROPOSAL FORM

The undersigned proposes to complete the required work as set forth in the enclosed bid. The successful Bidder shall be obligated to furnish said services at the price set forth in its proposal. The successful Bidder shall be the person or corporation submitting the lowest responsible bid meeting all specifications.

Please print all information other than the authorized signature.

FIRM

ADDRESS

SIGNATURE

NAME/ TITLE

DATE

TELEPHONE

E-MAIL

NON-COLLUSION BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party there to certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME

ADDRESS

SIGNATURE

NAME / TITLE

DATE

TELEPHONE

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, national origin, marital or familial status, disability, military status, domestic violence victim status, criminal or arrest record, or predisposing genetic characteristics. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- IV. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- VI. **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract,

whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

- VIII. **MEDICAID/MEDICARE COMPLIANCE**. If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractors failure to comply with these conditions or based upon any false certification under this section.
- IX. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. **GOVERNING LAW**. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XI. **SEXUAL HARASSMENT COMPLIANCE CERTIFICATION**. The Contractor hereby certifies that its organization has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Said policy and training, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law. By signing this Appendix, the Contractor certifies its organization is in full compliance with the mandates of the New York State Sexual Harassment Compliance Law.
- XII. **NO ARBITRATION AND SERVICE OF PROCESS**. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XIII. **BUDGETED FUNDS**. This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIV. **APPROVAL OF BOARD OF SUPERVISORS**. This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
- XV. **INCORPORATION**. The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting

documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.
- II. The policy naming the County of Livingston as an additional insured shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
 - **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor/permittee or its insurance carrier(s) shall provide the County of Livingston with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston, including termination of the contract.** The failure of the County of Livingston to object to the contents of the certificate or the

absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date

APPENDIX D
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Company

Date