



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE: MARCH 28, 2025

CONTRACT EXTENSION

BID TITLE: CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION

CONTRACT #: 0202-23 (770000159)
Extension #2

CONTRACT DATES: 04/30/2025 – 04/30/2026

BUYER: Catherine Shafer
PHONE: 585-753-1183
FAX: 585-324-4278

VENDOR(S): #11127343
SIMMERS CRANE DESIGN & SERVICES
ATTN: KEN WOODRING, PROJECT MANAGER
4606 CROSSROADS PARK DRIVE
LIVERPOOL NY 13088

CHANGES AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH APRIL 30, 2026 with no changes.


Catherine Shafer
Buyer

XC: BP FOLDER
VENDOR



CONTRACT EXTENSION REQUEST
Monroe County Purchasing Department
200 County Office Building
39 West Main Street
Rochester, NY 14614

February 4, 2025

Simmers Crane Design & Services
ATTN: Ken Woodring, Project Manager
4606 Crossroads Park Drive
Liverpool NY 13088

Your contract with Monroe County will expire soon. The contract may be extended upon the mutual consent of both parties for an additional twelve (12) months.

Contract Name: Crane and Hoist Inspection, Repair and Certification
Bld Project Number: BP#0202-23
Contract Number: 770000159
Contract Expiration Date: April 30, 2025
Contract Extension Date: April 30, 2026 Extension #2

Monroe County has valued the business relationship with your company, and we are interested in extending this contract. Please indicate whether you are interested in extending the contract using the options below. The County will evaluate your response and should an extension be mutually beneficial, a formal contract extension notice will be sent to you. Otherwise, you will be notified that the County will seek new bids.

- ☒ Yes, I am willing to extend the referenced contract at the same terms.
- ☐ Yes, I am willing to extend the referenced contract with a price reduction. (Attach additional pages.)
- ☐ I propose the following price adjustment for Monroe County's consideration. (Attach additional page(s) that include documentation and justification. Acceptance rests solely with the County.)
- ☐ I do not wish to extend the referenced contract.

If you wish to discuss this contract in more detail, please contact the buyer who handles this contract using the information below.

Buyer: Catherine Shafer
Email Address: cshafer@monroecounty.gov
Phone Number: 585-753-1183 FAX: 585-753-1104

[OFFER] Monroe County hereby offers an extension of the above referenced contract.

Colleen D. Anderson, 2/5/2025
Colleen D. Anderson, Purchasing Manager Date

[VENDOR] Sign and date in the space provided and return to the Buyer listed within ten (10) business days. The form must be signed by a person with authority to make contractual commitments for the vendor. It may be returned by fax, email or U.S. Mail.

Ken Woodring
Print Name
Branch
Title

[Signature]
Signature
3/25/25
Date

[ACCEPTANCE] Monroe County hereby extends the above referenced contract at the terms outlined above.

Colleen D. Anderson
Colleen D. Anderson, Purchasing Manager Date



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION

CONTRACT #: 0202-23 (77000000159)

CONTRACT DATES: 04/19/2023-04/30/2024

BUYER: Catherine Shafer
PHONE: 585/753-1183

VENDOR(S): SIMMERS CRANE DESIGN & SERVICES
4606 CROSSROADS PARK DRIVE
LIVERPOOL, NY 13088
KEN WOODRING, PROJECT MANAGER/SALES

Ph: 315-565-6033
Fax: 716-332-0759
KWOODRING@SIMMERSCRANE.COM

A handwritten signature in blue ink, appearing to read "Catherine Shafer".

Catherine Shafer
Buyer

XC: BP FILE
BUYER
VENDOR



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: 0202-23

BID TITLE: CRANE AND HOIST INSPECTION,
REPAIR AND CERTIFICATION

BUYER: Catherine Shafer
PHONE: 585-753-1183

BID TIME: 11:00AM
BID DATE: WEDNESDAY, MARCH 8, 2023

THIS BID HAS MONROE COUNTY MWBE REQUIREMENTS

BID SECURITY REQUIRED: No: X
Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
		CRANE & HOIST INSPECTION, REPAIR & CERTIFICATION Per attached Specifications & Unit Price Sheet Pre-Bid Meeting: Tuesday, February 14, 2023 1574 Lakeshore Blvd, Building 7 Rochester NY 14617 2:00pm		\$ <u>24,310.00</u> Total Bid

ALL BID SUBMISSIONS MUST INCLUDE (at time of bid opening):

One (1) SIGNED original and one (1) copy of:
 This page - Bid Proposal Page 2 - Debarment Certification
 Page 3 - Equal Pay Certification Page 20 - Unit Price Sheet
 Appendix A - MWBE Utilization Plan AND MBE WBE Reporting Documents OR Waiver Application
 Any Addendums posted in addition to the Bid Document

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all Instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME Simmers Crane Design & Services SIGNED BY [Signature] 3/6/23

ADDRESS 4606 Crossroads Park Drive
Liverpool, NY 13088

PRINTED NAME Ken Woodring
 TITLE Project Manager/Sales

FEDERAL ID NO. 87-3025253

PHONE NO. 315-565-6033

E-MAIL ADDRESS kwoodring@simmerscrane.com FAX NO. 716-332-0759

BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from 4/7/2023 to 3/31/2024

Date: 4/7/2023

BY: [Signature]
 Colleen D. Anderson, Purchasing Manager, Monroe County

INSTRUCTIONS TO BIDDERS

- All public bids must be submitted to Purchasing in sealed envelopes which clearly identify the bid project number and the title of the service/product being bid. Any other writing on the envelope, with the exception of company logos, etc. may result in bids being misplaced and otherwise rejected.
- Unsigned bids may be rejected as informal.
- Questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Buyer, prior to the formal bid opening. Such questions will not be entertained after said bid opening.
- Where a Bid Security is Indicated on the face of the proposal, the security must be attached to the Proposal as an earnest of good faith. In this case, any bid without a bid security may be rejected as informal.

<p>The Purchasing Manager reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of Monroe County.</p>

NON-COLLUSION BIDDING CERTIFICATION

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 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 its 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.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: 3/6/2023

Simmers Crane Design and Services

[Print Name of Contractor]

By:  3/6/23

[Signature]

Ken Woodring

[Print Name]

Project Manager/Sales

[Print Title/Office]

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: 3/6/2023

Simmers Crane Design and Services
[Print Name of Contractor]

By:  3/6/23

[Signature]

Ken Woodring

[Print Name]

Project Manager/Sales

[Print Title/Office]

9/4/2020

TERMS AND CONDITIONS

BID ITEM:

CRANE AND HOIST INSPECTION, REPAIR & CERTIFICATION

FOR:

MONROE COUNTY

**BUYER
CONTACT:**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public

Catherine Shafer
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Phone: 585-753-1183

Email: cshafer@monroecounty.gov

**PRE-BID: TUESDAY, FEBRUARY 14, 2023
1574 LAKESHORE BLVD BUILDING 7
ROCHESTER NY 14617
2:00PM**

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Time) on **FEBRUARY 22, 2023.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **MARCH 1, 2023.**

DUPLICATE COPIES:

Please submit your bid in duplicate; the original and one (1) copy.

BID INFORMATION:

At the time of bid, the bidder shall supply detailed specifications and **MWBE requirements** for the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF
FORMAL PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required Workers' Compensation and Disability Benefits Insurance coverage or PROOF that they are exempt. (Visit www.wcb.ny.gov for forms.)

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, MWBE Utilization Plan, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through March 31, 2024, with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

NYS WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed.

DELIVERY:

All deliveries shall be F.O.B. Destination (Monroe County) to the County Department as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within two (2) days after receipt of purchase order number. The County reserves the right to terminate the Contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. **Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).**

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**SECURITIES AND
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 P.M. on that day.

**COMPLIANCE WITH
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

OTHER AGENCIES

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS**

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraphs b and d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Specifications.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

b. Bidder's Detailed M/WBE Utilization Plan

An M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show obtainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

e. Payment Deductions

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-M/WBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

h. Certification Process

The State of New York and Monroe County maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

BP0202-23
CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to perform **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION** on equipment throughout the County. The work to be done under this contract and in accordance with these specifications consists of furnishing of equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job. The bidder shall perform all work required to complete an **INSPECTION, REPAIR AND CERTIFICATION** program of the specified equipment; including the furnishing of all engineering necessary for the layout and execution of the work in accordance with the specifications. All calibrations, readings, observations, adjustments and recommendations for repair and any other work done shall be recorded and submitted to the Supervisor of Mechanical Maintenance or his designee for approval after completion of work.

1.02 PRE- BID MEETING

The County shall conduct a pre-bid meeting. The date, time and location of the meeting will be **TUESDAY, FEBRUARY 14, 2022 AT 2:00PM**, at (1574 LAKESHORE BLVD, BUILDING 7)

This will be the only opportunity for the proposers to meet with the County. Proposers shall notify the County, by contacting Catherine Shafer by Email: cshafer@monroecounty.gov if they will be attending the pre-bid meeting.

1.03 LOCATIONS:

Buttonwood Pump Station (BUTT)
15 North Greece Road
Hilton, NY 14468

Central Gates Pump Station (CENT)
1150 Buffalo Road
Rochester, NY 14624

Fleet Center Complex (FLE)
145 Paul Road
Rochester, NY 14624

Flynn Road Pump Station (FLYN)
599 Flynn Road
Rochester, NY 14612

Frank E. VanLare Wastewater Treatment Facility (FEV)
1574 Lake Shore Blvd.
Rochester, NY 14617

Irondequoit Bay Pump Station (IBPS)
1574 Lake Shore Blvd.
Rochester, NY 14617

Island Cottage Pump Station (ISLA)
390 Island Cottage Road
Rochester, NY 14612

John Street Pump Station (JOHN)
375 John Street
Rochester, NY 14623

McEwen Drive Pump Station (MCEW)
436 McEwen Drive
Webster, NY 14580

North West Quadrant Wastewater Treatment Facility (NWQ)
170 Payne Beach Road
Hilton, NY 14468

Riverton Pump Station (RIVE)
450 Scottsville West Henrietta Road
West Henrietta, NY 14586

Scottsville Road Pump Station (SCOT01)
4260 River Rd
Scottsville, NY 14546

Southwest Pump Station (SOUT)
92 Old Scottsville Chili Rd
Rochester, NY 14624

Spencerport Pump Station (SPEN)
20 Northrup Creek Drive
Spencerport, NY 14559

Structure 243 Control Site (T02243)
2221 Saint Paul Blvd.
Rochester, NY 14621

Trolley Boulevard Pump Station (TROL)
950 Trolley Boulevard
Rochester, NY, 14606

Monroe County reserves the right to add locations, within the County of Monroe, as the need arises.

1.04 QUALIFICATION OF BIDDER:

Consideration will be given only to bidders who can demonstrate that their background and technical abilities comply with the specifications. The apparent low bidder shall submit to the County a technical specification and checklist for the proposed work to be done. In addition, a sample report must also be included. The County shall have the sole responsibility for determining from the information submitted by the apparent low bidder if the proposed work meets the contract specifications. Should the apparent low bidder fail to meet the requirements of the contract specifications as determined by the County's review of the bidder's technical specifications, the Bid shall be rejected and the next lowest bidder shall be considered as the low bidder. Bidders will not be allowed to submit the technical specifications a second time. However, additional supplementary information may be submitted, if required by the County.

1.05 SERVICE DESCRIPTION AND PRICING:

This service will consist of **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION**. As size and location varies for each unit, pricing for inspection and/or certification shall be individual for each unit listed. Repairs shall be invoiced at an hourly rate with pricing for repair parts as the Bidder's net cost plus a maximum of a 5% mark-up. The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts.

a) Time Charges:

The following applies to all service visits:

1. The total time is to be computed from the time of arrival at the job site to the time of completion of the service call, less any personal time (i.e. meal break) for the bidder. No time charge will be considered for the trip to or from the job site.
2. All time is to be computed to the nearest half hour.
3. A one (1) hour minimum time charge will be permitted for any service call.

b) Mileage:

There shall be no mileage charge for either inspection visits or follow-up visits.

c) Parts:

If incidental replacement parts are required to expedite the service requested, they will be priced at the bidder's net cost plus 5% markup. The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts.

d) Invoicing:

All invoicing submitted to the County shall show the **EQUIPMENT ID#** and **LOCATION** of the piece of equipment worked on.

1.06 PROJECT SCHEDULE:

Prior to the performance of the work, the Bidder shall supply a work schedule to the Supervisor of Mechanical Maintenance or his designee. All work to be performed during normal working hours, 7:00 A.M. to 3:00 P.M. No work shall be done at any facility without the expressed written consent of Supervisor of Mechanical Maintenance or his designee, and must be approved at least twenty-four (24) hours in advance.

All starting or stopping of equipment shall be done by Monroe County Personnel only, with the direction of the Supervisor of the appropriate department or his designee.

All work shall be coordinated through the Supervisor of Mechanical Maintenance or his designee. Any work related problems shall be brought immediately to the attention of the Supervisor of Mechanical Maintenance or his designee.

1.07 EXPERIENCE:

Bidders are reminded that they shall submit **with their bid** a description of their firm as it pertains to **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION.**

1.08 DIVISION OF RESPONSIBILITY:

- a) The County shall notify the bidder when equipment becomes available for inspection and certification. Work shall be coordinated to expedite project scheduling.
- b) The Bidder shall notify the County's Supervisor of Mechanical Maintenance or his designee prior to commencement of any testing.
- c) Any system, material, or workmanship which is found defective on the basis of acceptance tests shall be reported to the County's Supervisor of Mechanical Maintenance or his designee.

1.09 SAFETY AND PRECAUTIONS:

Safety practices shall include, but are not limited to the following requirements:

- a. Occupational Safety and Health Act.
- b. Accident Prevention Manual for Industrial Operations, National Safety Council
- c. Applicable state and local safety operating procedures.
- d. County's safety practices.
- e. National Fire Protection Assoc. - NFPA 70E
- f. American National Standards for Personnel Protection

The bidder shall have a designated safety representative on the project to supervise the testing operations with respect to safety.

2.00 WORK TO BE PERFORMED:

Equipment shall be inspected, certified and load tested.

As the work proceeds, a list of all major items that will need immediate repair shall be submitted to the appropriate supervisor on a daily basis for approval to proceed with repair work.

The minimum industry standards for the equipment to be tested are listed below:

OSHA Standards:

1910.179 Overhead and Gantry Cranes

1919.28 Unit Proof Tests - Cranes and Gear Accessory thereto

1919.71 Unit Proof Test and Examination of Cranes

1919.90 Documentation

In addition to these standards each crane/holst that is to be inspected shall be load tested once per year.

2.01 FOLLOW UP REPAIR VISITS:

The Bidder will be required to make repair visits as necessary, following recommendations made during Inspection and Certification. The follow up visit should be scheduled and coordinated with the ordering department and the contractor shall return for the repair visit with all required parts.

a) Service Slip:

The Bidder will be required to supply a service slip detailing the location of work, equipment, model number(s), description of work performed and all labor and materials required to complete the repair. The service slip must be signed by the Supervisor of Mechanical Maintenance or his designee and submitted to the department within seven (7) days of the follow up repair visit.

2.02 EMERGENCY SERVICE REPAIR VISITS:

The Bidder will be required to provide twenty-four (24) hour emergency repair service to Monroe County as needed.

a) Response Time:

The bidder shall arrive at the problem site within twenty four (24) hours of the service call. The bidder must also provide a service slip as described above. A "per call" charge may be invoiced for this service.

2.03 DAMAGES:

Any damages found to be the direct result of the Bidder's performance of services on any Monroe County equipment will be the responsibility of the Bidder. This shall include repair or replacement of any equipment damaged by the Bidder while performing the service of this contract.

3.00 EQUIPMENT TO BE INSPECTED AND CERTIFIED:

Bidders shall submit a price for performing an inspection and certification for the following equipment:

BP0202-23
CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION
PRICE SHEET

BUTTONWOOD PUMP STATION, 15 N GREECE ROAD, HILTON

BUTT #1

EQUIPMENT ID#: LIF-00005 MM # 1010221 BID PRICE \$ 315.00
LOCATION: BUTTONWOOD PS
MANUFACTURER: ACCO WRIGHT INC
MODEL #: WEL3
SERIAL #: L34916
CAPACITY: 10 TON

Section total: BUTTONWOOD PUMP STATION \$ 315.00

CENTRAL GATES PUMP STATION, 1150 BUFFALO ROAD, ROCHESTER

CENT #2

ADDED 5/19
109 9204

EQUIPMENT ID#: MM # ~~1048161~~ BID PRICE \$ 315.00
LOCATION: CENTRAL GATES PS
MANUFACTURER: COFFING
MODEL #: ECMT6005
SERIAL #: EC1G0258WD
CAPACITY: 3 TON

Section total: CENTRAL GATES PUMP STATION \$ 315.00

FEV TREATMENT PLANT, 1574 LAKE SHORE BLVD, ROCHESTER

FEV #5

EQUIPMENT ID#: LIF-00012 MM # 1026882 BID PRICE \$ 315.00
LOCATION: FEV - AGF - BUILDING 5
MANUFACTURER: YALE
CAPACITY: 3 TON

EQUIPMENT ID#: LIF-00013 MM # 1010193 BID PRICE \$ 315.00
LOCATION: FEV - STOCKROOM - BUILDING # 10
MANUFACTURER: P&H (PAWLING & HARNISCHFEGER)
MODEL #: FD2C-R1
SERIAL #: B7503
CAPACITY: 2 TON

EQUIPMENT ID#: LIF-00014 MM # 1010197 BID PRICE \$ 315.00
LOCATION: FEV - MAINTENANCE SHOP - BUILDING 10
MANUFACTURER: P&H (PAWLING & HARNISCHFEGER)
MODEL #: PH1201
CAPACITY: 2 TON

EQUIPMENT ID#: LIF-00015 MM # 1010217 BID PRICE \$ 315.00

LOCATION: FEV - SOLIDS HANDLING EAST - BUILDING # 23
MANUFACTURER: NORTH AMERICAN
MODEL #: 69777-6S
SERIAL #: F1298
CAPACITY: 5 TON

EQUIPMENT ID#: LIF-00011 MM # 1042214 BID PRICE \$ 315.00

LOCATION: FEV - ATF - BUILDING # 4
MANUFACTURER: SATURN HOIST
MODEL #:
SERIAL #: 8705116
CAPACITY: 1 TON

Section total: FEV TREATMENT PLANT \$ 1,575.00

FLEET CENTER, 145 PAUL ROAD, ROCHESTER

FLE #3

EQUIPMENT ID#: LIF-00020 MM # 1026883 BID PRICE \$ 315.00

LOCATION: FLEET CENTER - BUILDING 10
MANUFACTURER: YALE
SERIAL #: O2K11GO2
CAPACITY: 5 TON

Section total: FLEET CENTER \$ 315.00

FLYNN ROAD PUMP STATION, 599 FLYNN ROAD, ROCHESTER

FLYN #4

EQUIPMENT ID#: LIF-00026 MM # 1038520 BID PRICE \$ 315.00

LOCATION: FLYNN ROAD PS
MANUFACTURER: R&M EQUIPMENT
MODEL: SX50410063PS6ELOF
SERIAL #: HNW34714
CAPACITY: 6 TON

Section total: FLYNN ROAD PUMP STATION \$ 315.00

IRONDEQUOIT BAY PUMP STATION, 1574 LAKE SHORE BLVD, ROCHESTER

IBPS #5

EQUIPMENT ID#: LIF-00001 MM # 1010203 BID PRICE \$ 315.00

LOCATION: IBPS - CRANE - EAST
MANUFACTURER: ROBBINS AND MEYERS
SERIAL #: 31985
CAPACITY: 10 TON

EQUIPMENT ID#: LIF-00002 MM # 1010202 BID PRICE \$ 315.00

LOCATION: IBPS - CRANE - WEST
MANUFACTURER: ROBBINS AND MEYERS
SERIAL #: 31986
CAPACITY: 10 TON

Section total: IRONDEQUOIT BAY PUMP STATION \$ 630.00

ISLAND COTTAGE PUMP STATION, 390 ISLAND COTTAGE ROAD, ROCHESTER ISLA #6

EQUIPMENT ID#: LIF-00017 MM # 1045939 BID PRICE \$ 315.00
LOCATION: ISLAND COTTAGE PS
MANUFACTURER: R & W Equipment
SERIAL #: 58217458
CAPACITY: 5 TON

Section total: ISLAND COTTAGE PUMP STATION \$ 315.00

JOHN STREET PUMP STATION, 375 JOHN ST, ROCHESTER JOHN #7

EQUIPMENT ID#: LIF-00021 MM # 1026884 BID PRICE \$ 315.00
LOCATION: JOHN STREET PS
MANUFACTURER: CHESTER HOIST INC
SERIAL #: ELM1834
CAPACITY: 4 TON

Section total: JOHN STREET PUMP STATION \$ 315.00

McEWEN DRIVE PUMP STATION, 436 MCEWEN DR, WEBSTER MCEW #8

EQUIPMENT ID#: LIF-00019 MM # 1010225 BID PRICE \$ 315.00
LOCATION: MC EWEN PS
MANUFACTURER: YALE
SERIAL #: AZ225548
CAPACITY: 2 TON

Section total: McEWEN DRIVE PUMP STATION \$ 315.00

NWQ TREATMENT PLANT, 170 PAYNE BEACH ROAD, HILTON NWQ #9

EQUIPMENT ID#: LIF-00003 MM # 1026885 BID PRICE \$ 315.00
LOCATION: NWQ - SCREEN AND GRIT - BUILDING 6
MANUFACTURER: ACCO WRIGHT INC
SERIAL #: F06100S3980
CAPACITY: 5 TON

EQUIPMENT ID#: LIF-00004 MM # 1038521 BID PRICE \$ 315.00
LOCATION: NWQ - SOLIDS - CRANE 1
MANUFACTURER: ROBBINS MEYERS
MODEL #: SX40410050P35CLOS
SERIAL #: 10212514
CAPACITY: 5 TON

EQUIPMENT ID#: LIF-00024 MM # 1026887 BID PRICE \$ 315.00
LOCATION: NWQ - SOLIDS - CRANE 2 - CHLORINE ROOM
MANUFACTURER: YALE
SERIAL #: AN198195
CAPACITY: 2 TON

EQUIPMENT ID#: LIF-00025 MM # 1026888 BID PRICE \$ 315.00
LOCATION: NWQ - TUNNEL ENTRANCE - BUILDING 7
MANUFACTURER: HARRINGTON INC.
MODEL #: SIZE D
SERIAL #: 0019076
CAPACITY: 1 TON

Section total: NWQ TREATMENT PLANT \$ 1,260

RIVERTON PUMP STATION, 450 SCOTTSVILLE W HENRIETTA ROAD, WEST HENRIETTA RIVE #10

EQUIPMENT ID#: LIF-00023 MM # 1026889 BID PRICE \$ 315.00
LOCATION: RIVERTON PS
MANUFACTURER: CHESTER HOIST INC
SERIAL #: WC3573
CAPACITY: 1 TON

Section total: RIVERTON PUMP STATION \$ 315.00

SCOTTSVILLE PUMP STATION, 4260 RIVER ROAD, ROCHESTER SCOT #11

EQUIPMENT ID#: MM # 1048163 BID PRICE \$ 315.00
LOCATION: SCOTTSVILLE PS
MANUFACTURER: COFFING
MODEL #: ECT4008
SERIAL #: EC1G2184ZB
CAPACITY: 2 TON

Section total: SCOTTSVILLE PUMP STATION \$ 315.00

SOUTHWEST PUMP STATION, 89 OLD SCOTTSVILLE CHILI ROAD, ROCHESTER SOUT #12

EQUIPMENT ID#: MM # 1048162 BID PRICE \$ 315.00
LOCATION: SOUTHWEST PS
MANUFACTURER: R & M EQUIPMENT
MODEL #: ISOH4
SERIAL #: 1802100397
CAPACITY: 2 TON

Section total: SOUTHWEST PUMP STATION \$ 315.00

SPENCERPORT PUMP STATION, 20 NORTHRUP CREEK DR, SPENCERPORT SPEN #13

EQUIPMENT ID#: LIF-00022 MM # 1026890 BID PRICE \$ 315.00
LOCATION: SPENCERPORT PS
MANUFACTURER: COFFING
SERIAL #: EI3G1372XW
CAPACITY: 3 TON

Section total: SPENCERPORT PUMP STATION \$ 315.00

STRUCTURE 243 CONTROL SITE, 2221 SAINT PAUL BLVD, ROCHESTER T02243 #14

EQUIPMENT ID#: LIF-00016 MM # 1010220 BID PRICE \$ 315.00
LOCATION: STRUCTURE 243
MANUFACTURER: ROBBINS AND MEYERS
MODEL #: TYPE S-2
SERIAL #: 1S6352R01
CAPACITY: 1 TON

Section total: STRUCTURE 243 CONTROL SITE \$ 315.00

TROLLEY BOULEVARD PUMP STATION 950 TROLLEY BLVD, ROCHESTER TROL #15

EQUIPMENT ID#: LIF-00027 MM # 1040191 BID PRICE \$ 315.00
LOCATION: TROLLEY BOULEVARD
MANUFACTURER: CHESTER HOIST INC
MODEL #: ELM-0300S
SERIAL #: 2508-3
CAPACITY: 3 TON

Section total: TROLLEY BOULEVARD PUMP STATION \$ 315.00

BP0906-19
CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION
UNIT PRICE SHEET

<u>Description</u>	<u>Unit Price</u>	<u>Estimated</u>		<u>Extension</u>
		<u>u/m</u>	<u>Qty</u>	
Emergency Service Charge	\$ <u>100.00</u>	trip	10	\$ <u>1000.00</u>
Labor - Straight Time	\$ <u>120.00</u>	hr	100	\$ <u>12,000.00</u>
Labor - Overtime	\$ <u>187.50</u>	hr	20	\$ <u>3,750.00</u>
Material				
Section total: BUTTONWOOD PUMP STATION				\$ <u>315.00</u>
Section total: CENTRAL GATES PUMP STATION				\$ <u>315.00</u>
Section total: FEV TREATMENT PLANT				\$ <u>1,575.00</u>
Section total: FLEET CENTER				\$ <u>315.00</u>
Section total: FLYNN ROAD PUMP STATION				\$ <u>315.00</u>
Section total: IRONDEQUOIT BAY PUMP STATION				\$ <u>630.00</u>
Section total: ISLAND COTTAGE PUMP STATION				\$ <u>315.00</u>
Section total: JOHN STREET PUMP STATION				\$ <u>315.00</u>
Section total: McEWEN DRIVE PUMP STATION				\$ <u>315.00</u>
Section total: NWQ TREATMENT PLANT				\$ <u>1,260.00</u>
Section total: RIVERTON PUMP STATION				\$ <u>315.00</u>
Section total: SCOTTSVILLE PUMP STATION				\$ <u>315.00</u>
Section total: SOUTHWEST PUMP STATION				\$ <u>315.00</u>
Section total: SPENCERPORT PUMP STATION				\$ <u>315.00</u>
Section total: STRUCTURE 243 CONTROL SITE				\$ <u>315.00</u>
Section total: TROLLEY BOULEVARD PUMP STATION				\$ <u>315.00</u>
GRAND TOTAL				\$ <u>24,310.00</u>

PLEASE TRANSFER TOTAL TO FRONT PROPOSAL PAGE

INSURANCE REQUIREMENTS
INDEMNIFICATION

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. Monroe County must be named as Additional Insured on the General Liability and Motor Vehicle policies. The ACORD form shall name Monroe County as additional insured and certificate holder. **The General Liability and Motor Vehicle policies shall also include separate endorsement(s) naming Monroe County as an Additional Insured.**

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto. (www.wcb.ny.gov)

Worker's Comp Forms: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) C-105.2 (or U-26.3)
- 2) SI-12 (or GSI 105.2)
- 3) CE-200 (Exempt Form)

Disability Benefits Insurance: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) DB-120.1
- 2) DB-155
- 3) CE-200 (Exempt Form)

B. LIABILITY AND PROPERTY DAMAGE INSURANCE:

- (1) **CONTRACTOR'S GENERAL LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal injury

- (2) Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	AGGREGATE
Each Occurrence	Each Occurrence	
\$1,000,000	\$1,000,000	\$3,000,000

- C. MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
Each Occurrence	Each Accident
\$1,000,000	\$1,000,000

A sample insurance certificate is included with these specifications. All categories and amounts of insurance required for this bid project have been checked off on the sample. These are the minimum requirements that the Contractor must supply. Failure to supply a satisfactory certificate within ten (10) days after receipt of Notice of Award may result in the cancellation of the award.

Rev. 5/23/2012

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s) representative or producer and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

APPENDIX A

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN

<u>CONTRACTOR</u>			<u>CONTRACT</u>	
NAME:			PROJECT NAME	
ADDRESS:			CONTRACT DESCRIPTION	
CONTACT PERSON:				
PHONE:				

PROJECTED MBE/WBE CONTRACT SUMMARY

MINORITY BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT	\$	
CONTRACT MBE PERCENTAGE GOAL:	%	
MBE PERCENTAGE AMOUNT APPLIED TO THE CONTRACT:	\$	
TOTAL MBE DOLLAR AMOUNT PROJECTED	\$	
MBE DOLLAR AMOUNT UNABLE TO MEET:	\$	

WOMEN BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT	\$	
CONTRACT WBE PERCENTAGE GOAL	%	
WBE PERCENTAGE AMOUNT APPLIED TO THE CONTRACT:	\$	
TOTAL WBE DOLLAR AMOUNT PROJECTED	\$	
WBE DOLLAR AMOUNT UNABLE TO MEET	\$	

Contractor Utilization Plan Checklist

Utilization Plan. Please be specific and provide detail of the work being performed by M/WBEs

Letters of Intent. Signed form must be submitted for each M/WBE scheduled to participate.

Request for M/WBE Utilization Waiver. Must be submitted if there is any amount listed under the MWB or WBE Dollar Amount Unable to Meet

DEI/MWBE USE ONLY

Plan Approved: _____ Plan Disapproved: _____ Waiver Granted: _____ Waiver Denied: _____

By: _____

M/WBE Requirements

M/WBE-7

12/3/21

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)

SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)

SECTION II-WBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				

MINORITY AND WOMEN'S BUSINESS ENTERPRISE
LETTER OF INTENT

PROJECT: _____

TO: _____
(Name of Bidder)

The undersigned intends to perform work in connection with the above project as (Check one choice on each side):

_____ Minority _____ Woman

The undersigned M/WBE is prepared to perform the following described work in connection with the above project:

at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____ % of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE contractors or non-M/WBE suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroec.

Date

Name of M/WBE Contractor

Authorized Signature



APPLICATION FOR WAIVER OF M/WBE PARTICIPATION GOAL

Section 1: Basic Information			
Contractor's Name: Simmers Crane Design and Services		Federal Identification Number: 87-3025253	
Street Address: 4606 Crossroads Park Dr,		E-Mail Address: kwoodring@simmerscrane.com	
City, State, Zip Code: Liverpool, NY 13088		Telephone: 315-565-6033	
Project Name or Contract Number: Crane & Hoist Inspection, Repair and Certification		MWBE CONTRACT GOALS	
		MBE %	WBE %
Section 2: Type of M/WBE Waiver Requested			
MBE Waiver	<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:
WBE Waiver	<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:
Please explain the reason for the waiver request (additional pages may be attached):			
Simmers Crane Design and Services is not a M/WBE owned company.			
Section 3: Supporting Documentation			
Provide the following documentation as evidence of your good faith efforts to meet the M/WBE goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and also copies of the notice of application receipt.			
<input type="checkbox"/> Attachment A. List of the general circulation, trade and M/WBE-oriented publications and dates of publications soliciting for certified M/WBE participation as a subcontractor/supplier and copies of such solicitation.			
<input type="checkbox"/> Attachment B. List of the certified M/WBEs appearing in the State M/WBE Directory or Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified M/WBEs. Describe specific reasons that responding certified M/WBEs were not selected.			
<input type="checkbox"/> Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified M/WBEs.			
<input type="checkbox"/> Attachment D. Description of the negotiations between the contractor and certified M/WBEs for the purposes of complying with the M/WBE goals of this contract.			
<input type="checkbox"/> Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified M/WBEs.			
<input type="checkbox"/> Attachment F. Waiver Pending ESD or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD) or an application statement form DEI/M/WBE.			
<input type="checkbox"/> Attachment G: List of all proposed subcontractors and the scope of work they will perform, regardless of certification status.			
<input type="checkbox"/> Attachment H. Any additional information that may be considered in this request.			
Section 4: Signature and Contact Information			
By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.			
Prepared By: (Signature) 		Date: 3/6/2023	
Name and Title of Preparer (Print or Type) Ken Woodring; Project Manager/Sales			

FOR DEI/MWBE USE ONLY	
Reviewed By:	Date:
Decision: <div style="margin-left: 20px;"> <input type="checkbox"/> Full MBE waiver granted <input type="checkbox"/> Partial MBE waiver granted; revised MBE goal: _____ % <input type="checkbox"/> MBE waiver denied <input type="checkbox"/> Full WBE waiver granted <input type="checkbox"/> Partial WBE waiver granted; revised WBE goal: _____ % <input type="checkbox"/> WBE waiver denied </div>	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments:	

FOR Monroe County DEI/MWBE USE ONLY	
Reviewed By:	Date:
Waiver Granted: <div style="margin-left: 20px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD/Monroe County Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> *Notice of Deficiency Issued </div>	
Comments	

FOR DEI/MWBE USE ONLY	
Reviewed By: <i>MATTHEW BUNNEL</i>	Date: <i>3/14/23</i>
Decision: <input checked="" type="checkbox"/> Full MBE waiver granted <input type="checkbox"/> Partial MBE waiver granted; revised MBE goal: _____ % <input type="checkbox"/> MBE waiver denied <input checked="" type="checkbox"/> Full WBE waiver granted <input type="checkbox"/> Partial WBE waiver granted; revised WBE goal: _____ % <input type="checkbox"/> WBE waiver denied	
Approved By: <i>MATTHEW BUNNEL</i>	Date: <i>3/14/23</i>
Date Notice of Determination Sent	
Comments: <i>sole bidder and lack of qualified MWBE certified firms</i>	

FOR Monroe County DEI/MWBE USE ONLY	
Reviewed By:	Date:
Waiver Granted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD/Monroe County Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> *Notice of Deficiency Issued	
Comments	



FLATCRA-01

MWILMOTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schauer Group, Inc. 200 Market Ave. N Suite 100 Canton, OH 44702	CONTACT NAME:	
	PHONE (A/C, No, Ext): (330) 453-7721	FAX (A/C, No): (330) 453-4911
	E-MAIL ADDRESS: insure@schauergroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty (CNA)	20443
INSURED Flatiron Crane DBA Simmers Crane Design & Services 11 Vanguard Dr Reading, PA 19606-3765	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	7018002729	12/17/2022	12/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7017981427	12/17/2022	12/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7017981444	12/17/2022	12/17/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7017981430	12/17/2022	12/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation applies to the Workers' Compensation law of the states listed: AZ, CA, FL, GA, ID, IL, IA, IN, KY, LA, MD, MI, MN, NC, NJ, NY, PA, SD, TN, TX, VA, WV, and WI

Monroe County, NY is an additional insured for General Liability, and waiver of subrogation is provided for General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Monroe County, NY 39 West Main St Room 200 Rochester, NY 14614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: FLATIRON CRANE HOLDINGS, LLC

Policy No: 7018002729

Endorsement No: 19

Effective Date: 12/17/2022



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Flatiron Crane Operating Company LLC 11 VANGUARD DR READING, PA 19606-3765 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 87-3025253
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Monroe County, NY 39 West Main Street, Room 200 Rochester, NY 14614	3a. Name of Insurance Carrier National Fire Insurance Company of Hartford 3b. Policy Number of Entity Listed in Box "1a" WC 7 17981430 3c. Policy effective period <u>12/17/2022</u> to <u>12/17/2023</u> 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kathleen Gabey
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  04/04/2023
(Signature) (Date)

Title: Policy Support Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: 407-804-7423

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Flatiron Crane Holdings, LLC DBA Simmers Crane Design and
Services
365 Wheeler Street
Tonawanda, NY 14150

Work Location of Insured (Only required if coverage is specifically
limited to certain locations in New York State, i.e., a Wrap-Up Policy)

2. Name and Address of the Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
Monroe County, NY
39 West Main Street
Room 200
Rochester, NY 14614

1b. Business Telephone Number of Insured
(716) 332-0760

1c. Federal Employer Identification Number of Insured or Social
Security Number 87-3049594

3a. Name of Insurance Carrier
Lincoln Life & Annuity Company of New York

3b. Policy Number of Entity Listed in box "1a"
000010233798

3c. Policy effective period:

10/03/2017 to 01/01/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 04/19/2023 By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of his/her employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The Insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.