



# CONTRACT DATA SHEET

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

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**TITLE:** GUIDE RAIL SAFETY PROGRAM  
(FURNISH, INSTALL & REMOVE)

**CONTRACT #:** 0715-23 (7700000189)

**CONTRACT DATES:** 10/23/2023 – 8/31/2024

**BUYER:** Sean Wilcox  
**PHONE:** 585/753-1136  
**EMAIL:** swilcox@monroecounty.gov

**VENDOR(S):** Pavilion Drainage Supply Co., Inc.  
6630 Ellicott Street Road  
Pavilion, NY 14525

Sean Wilcox  
Buyer

XC: BP FILE  
VENDOR

## **TERMS AND CONDITIONS**

<b><u>BID ITEM:</u></b>	GUIDE RAIL SAFETY PROGRAM (FURNISH, INSTALL AND REMOVE)
<b><u>FOR:</u></b>	Department of Transportation
<b><u>PURCHASING CONTACT:</u></b>	<p>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.</p> <p>Sean Wilcox Monroe County Division of Purchasing 39 West Main Street Room 200 Rochester, NY 14614 Email: <a href="mailto:swilcox@monroecounty.gov">swilcox@monroecounty.gov</a></p> <p>All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on <b><u>Wednesday, August 2, 2023.</u></b></p> <p>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 <b><u>Thursday, August 3, 2023.</u></b></p>
<b><u>DUPLICATE COPIES:</u></b>	<b><u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u></b>
<b><u>BID INFORMATION:</u></b>	At the time of bid, the bidder shall supply detailed specifications covering 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.
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Workers' Compensation and Disability Benefits Insurance</b> coverage or <b>PROOF</b> that they are exempt. (Visit <a href="http://www.wcb.ny.gov">www.wcb.ny.gov</a> for forms.)</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	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. <b>Only formal written addenda can materially alter this set of specifications.</b> 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.
<b><u>QUANTITIES:</u></b>	The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. <b><u>Estimates are based upon actual annual usage by County departments only.</u></b>

**NYS WAGE RATES:**

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC# 2023008511 developed for this project.**

**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, 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 their 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 **August 31, 2024**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

**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. **Political subdivisions and others authorized by law may participate in this contract.**

**DELIVERY:**

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) week** 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 (1) 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.

**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 (forms included in appendix a)

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.

**MINORITY AND  
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BUSINESS**

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

**ENTERPRISE  
REQUIREMENTS  
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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 attainment 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  
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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.

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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



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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

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.

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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.

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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.

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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.

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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)).

**BP #0715-23**  
**GUIDE RAIL SAFETY PROGRAM**  
**(FURNISH, INSTALL & REMOVE)**  
**SPECIFICATIONS**

**GENERAL NOTE**

In general, the New York State Department of Transportation (NYSDOT) Standard Specifications, latest revision, and all addenda in effect on the date of advertising for bids, shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Monroe County department or official shall be substituted.

The provisions of Sections 102-11, 102-12, 104-03, 104-04, 107-08, 107-09, 107-12, 108-04, 109-04, 109-05, 109-10, 200, 300, 400, 500, 550 and 600 shall apply. Material details as stipulated in Section 700 shall apply as modified in the plans and specifications.

The Monroe County Highway Superintendent shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the NYSDOT Specifications used on this Contract.

**SUMMARY OF BID ITEMS FOR**  
**GUIDE RAIL SAFETY PROGRAM**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>
568.50	Steel Bridge Railing (Two Rail)	Linear Foot
568.51	Steel Bridge Railing (Four Rail)	Linear Foot
568.54	Steel Bridge Railing (Three Rail)	Linear Foot
568.70	Transition Bridge Railing	Linear Foot
568.80MC	Pedestrian and Bicycle Railing (One Rail)	Linear Foot
586.0201	Drilling and Grouting Bolts or Reinforcing Bars	Each
587.01	Bridge Railing Removal and Disposal	Linear Foot
606.10	Box Beam Guide Railing	Linear Foot
606.100002	Box Beam Guide Railing (Shop Bent or Shop Mitered)	Linear Foot
606.1001	Box Beam Guide Railing w/ Extra Long Posts	Linear Foot
606.100102	Box Beam Guide Railing w/ Extra Long Posts (Shop Bent or Shop Mitered)	Linear Foot
606.120102	Box Beam Guide Railing End Assembly, Type I	Each
606.120201	Box Beam Guide Railing End Assembly, Type IIA	Each
606.18	Weak-Post, Corrugated Beam Guide Rail	Linear Foot
606.180001	Weak-Post, Corrugated Beam Guide Rail (Shop Curved)	Linear Foot
606.1801	Weak-Post, Corrugated Beam Guide Rail w/ Extra Long Posts	Linear Foot
606.180101	Weak-Post, Corrugated Beam Guide Rail w/ Extra Long Posts (Shop Curved)	Linear Foot
606.22	Anchorage Units for Corrugated Beam Guide Railing	Each
606.23	Anchorage Units for Corrugated Beam Guide Railing (Driveways, Walkways, and Other Openings)	Each
606.51	Resetting Corrugated Beam Guide Railing (Existing Posts)	Linear Foot
606.5148	Resetting Corrugated Beam Guide Railing (New Posts)	Linear Foot
606.5348	Resetting Box Beam Guide Railing (New Posts)	Linear Foot
606.5920	Resetting Box Beam Guide Railing Turned-Down Terminal	Each
606.5921	Resetting Box Beam Guide Railing Energy-Absorbing Terminal	Each
606.70	Removing and Disposing Cable Guide Railing	Linear Foot
606.71	Removing and Disposing Corrugated Beam Guide Railing	Linear Foot
606.73	Removing and Disposing Box Beam Guide Railing	Linear Foot
606.7910	Removing and Disposing Anchorage Units for Corrugated Beam Guide Railing and Median Barrier	Each
606.7920	Removing and Disposing Box Beam Guide Railing Turned Down Terminal	Each
606.7921	Removing and Disposing Box Beam Guide Railing Energy Absorbing Terminal	Each
606.8101	Guide Rail Transition Weak-Post Corrugated Beam to Box Beam Guide Rail (One or Two Way Operation)	Each



606.8801	Transition from Box Beam Guide Railing to Jersey-Shaped Each Concrete Barrier (One or Two Way Operation)	
696.10MC	Small Project Daily Mobilization Fee	<i>Non-Bid Item</i>
698.06	Steel Price Adjustment	<i>Non-Bid Item</i>

## **TECHNICAL SPECIFICATION**

### **SCOPE OF WORK**

Monroe County is seeking bids for installation of new guide rail and the upgrading of existing guide rail systems. Such systems have been determined to be in substandard physical condition or otherwise have become inappropriate for the surrounding roadside conditions.

The Contractor shall meet with the County on site to determine and agree on final layout details prior to any removal and/or installation work. Contract details consist of the latest revision to the New York State Department of Transportation (NYSDOT) Standard Sheets (Details) and Bridge Detail (BD) Sheets.

### **GENERAL REQUIREMENTS**

**1. Work Area:**

The County reserves the right to do work on guide rail within the County right-of-way and all work shall be performed within the County right-of-way or easement.

**2. Work Locations:**

Work locations for the installation of guide rail shall be as shown either on the plans or in writing as furnished by the County. This contract shall primarily cover an estimated number of individual project sites owned by Monroe County.

**3. Installation Limits:**

Length and extent of installation will be as determined by the County, in conjunction with the Contractor.

**4. Work Included:**

Unless otherwise specified herein, the work to be done includes the furnishing of all transportation, labor, materials, signs, equipment, tools and appurtenances required to perform the work in accordance with these Contract Documents.

**5. Utility Stakeouts:**

The Contractor shall be responsible for all utility stakeouts required prior to performance of the work.

**6. Cleanliness:**

Upon completion of the work at each location, the Contractor shall remove and dispose of all surplus material and shall leave the area which may have been affected by his operations in a neat and stable condition to the satisfaction of the County Superintendent of Highways or his duly authorized representative.

**7. Time Limits:**

The Contractor shall begin work within 30 calendar days of notice to proceed on any individual project site and complete all operations without interruptions thereafter. Work shall be substantially complete at any guide railing installation prior to commencing work at any other locations. The Contractor is required to notify the County if these time limits are to be exceeded.

**8. Parts and Equipment:**

For the purpose of furnishing and installing guide rail, the Contractor will furnish all necessary units and components designated for use in the installation of guide rail in order to fulfill the terms of this contract.

**9. Maintenance and Protection of Traffic:**

The Contractor shall at all times conduct its operations in a manner to insure the convenience of all travelers and the abutting property owners and their safety as well as the safety of its own employees. Such conduct shall include, but not be limited to, insuring that all materials and equipment are removed from the work site during non-working hours, or are protected in such a manner that they shall not constitute a roadside traffic hazard. The Contractor shall follow, but not be limited to, the Federal Manual of Uniform Traffic Control Devices and New York State Supplement, latest revision and all applicable addenda issued and in effect at the date set for opening, as they pertain to the safety and maintenance of traffic at work sites.

All work performed shall be included in the unit price bid at no additional cost to the County.

**10. Unit Prices**

The County will follow current NYSDOT Standard Specifications and practices regarding the allowance for unit price adjustments for steel items, as described in Section 698, Price Adjustments.

Unit Price Adjustment requests shall be submitted to the County and will only be considered if the total adjustment amount for the project exceeds \$100.

To determine the weight of the steel, the Contractor shall present to the County the

information required under Section 698-3.03.A. of the current NYSDOT Standard Specifications. Approved shop drawings are preferred.

Contract unit price adjustments will be allowed only for items requiring steel to be furnished by the Contractor. This excludes some "resetting" and all "removal" items, for example. The following item numbers on this contract are eligible for price adjustments due to material price instability:

ITEM NO.	ITEM DESCRIPTION	UNIT
568.50	Steel Bridge Railing (Two Rail)	Linear Foot
568.51	Steel Bridge Railing (Four Rail)	Linear Foot
568.54	Steel Bridge Railing (Three Rail)	Linear Foot
568.70	Transition Bridge Railing	Linear Foot
568.80MC	Pedestrian and Bicycle Railing (One Rail)	Linear Foot
606.10	Box Beam Guide Railing	Linear Foot
606.100002	Box Beam Guide Railing (Shop Bent or Shop Mitered)	Linear Foot
606.1001	Box Beam Guide Railing w/ Extra Long Posts	Linear Foot
606.100102	Box Beam Guide Railing w/ Extra Long Posts (Shop Bent or Shop Mitered)	Linear Foot
606.120102	Box Beam Guide Railing End Assembly, Type I	Each
606.120201	Box Beam Guide Railing End Assembly, Type IIA	Each
606.18	Weak-Post ,Corrugated Beam Guide Rail	Linear Foot
606.180001	Weak-Post, Corrugated Beam Guide Rail (Shop Curved)	Linear Foot
606.1801	Weak-Post, Corrugated Beam Guide Rail w/ Extra Long Posts	Linear Foot
606.180101	Weak-Post Corrugated Beam Guide Rail w/ Extra Long Posts (Shop Curved)	Linear Foot
606.5148	Resetting Corrugated Beam Guide Railing (New Posts)	Linear Foot
606.5348	Resetting Box Beam Guide Railing (New Posts)	Linear Foot
606.8101	Guide Rail Transition Weak-Post Corrugated Beam to Box Beam Guide Rail (One or Two Way Operation)	Each
606.8801	Transition from Box Beam Guide Railing to Jersey-Shaped Concrete Barrier (One or Two Way Operation)	Each

11. **'Small' Projects:**

A fixed Small Project Daily Mobilization Fee of \$350.00, as indicated in the proposal under **Item 696.10MC**, shall be applied to individual projects consisting of less than 150 linear feet in total length of installed guide rail system measured along the centerline of the rail. A guide rail system's total length shall include the length of any end assemblies and/or transition connections.

The mobilization fee will be eligible for payment once per workday and only when the above conditions apply.

**DESCRIPTION**

Provisions of the most recent New York State Department of Transportation Standard Specifications Section 568 Bridge Railing shall apply to this item, with the following modifications. The Monroe County Department of Transportation generally intends to utilize this item for projects replacing aluminum one-rail systems on concrete parapets.

**BASIS OF PAYMENT**

All costs associated with the pads (including Mortar Pads), shims, splices with their hardware, and railing anchor studs with nuts and washers shall be included in the price bid. The cost for installing the anchor studs by drilling and grouting shall be paid under Item 586.02.

Payment will be made under:

<b><u>Item No.</u></b>	<b><u>Item</u></b>	<b><u>Pay Unit</u></b>
568.80MC	Pedestrian and Bicycle Railing (One Rail)	Linear Foot

BP#0715-23  
GUIDE RAIL SAFETY PROGRAM (FURNISH, INSTALL, AND REMOVE)  
UNIT PRICE SHEET (10/20/2023)

<b><u>ITEM #</u></b>	<b>UNIT</b>	<b>ITEM DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS</b>	<b>UNIT BID PRICE</b>
568.50	LF	STEEL BRIDGE RAILING (TWO-RAIL)	\$197.75/LF
568.51	LF	STEEL BRIDGE RAILING (FOUR-RAIL)	\$312.50/LF
568.54	LF	STEEL BRIDGE RAILING (THREE-RAIL)	\$246.75/LF
568.70	LF	TRANSITION BRIDGE RAILING	\$210.75/LF
586.0201	EA	DRILLING & GROUTING BOLTS OR REINFORCING BARS	\$125.00/EA
587.01	LF	BRIDGE RAILING REM. & DISP.	\$9.00/LF
568.80 MC	LF	STEEL PEDESTRIAN & BICYCLE RAILING (One-Rail)	\$100.00/LF
606.10	LF	BOX BEAM GUIDE RAILING	\$58.00/LF
606.100002	LF	BOX BEAM GUIDE RAILING (SHOPCURVED)	\$69.50/LF
606.1001	LF	BOX BEAM GUIDE RAILING WITH EXTRA LONG POSTS	\$61.85/LF
606.100102	LF	BOX BM G R W/ X-LONG POSTS (SHOPCURVED)	\$82.50/LF
606.120102	EA	BOX BEAM GR END ASSEMBLY, TYPE I	\$5,065.00/EACH
606.120201	EA	BOX BEAM GR END ASSEMBLY, TYPE II	\$2,355.00/EACH
606.18	LF	CORRUGATED BEAM GUIDE RAILING	\$29.20/LF
606.180001	LF	CORRUGATED BEAM GUIDE RAILING (SHOP CURVED)	\$32.75/LF
606.1801	LF	CORRUG BM GUIDE RAILING W/EXTRA LONG POSTS	\$30.75/LF
606.180101	LF	CORRUG BM G R W/ X- LONG POSTS (SHOP CURVED)	\$34.15/LF
606.22	EA	ANCHORAGE UNITS FOR CORRUG BM GUIDE RAILING	\$1600.00/EACH
606.23	EA	ANC UNITS FOR CORRUG BM G R (DRIVEWAYS)	\$1500.00/EACH
606.51	LF	RESETTING CORRUG BM G R (EXISTING POSTS)	\$12.25/LF
606.5148	LF	RESETTING CORRUG BM G R (NEW POSTS)	\$19.40/LF
606.5348	LF	RESETTING BOX BEAM GUIDE RAILING (NEW POSTS)	\$25.00/LF

BP#0715-23  
GUIDE RAIL SAFETY PROGRAM (FURNISH, INSTALL, AND REMOVE)  
UNIT PRICE SHEET (10/20/2023)

<b><u>ITEM #</u></b>	<b>UNIT</b>	<b>ITEM DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS</b>	<b>UNIT BID PRICE DOLLARS/CENTS</b>
606.5920	EA	RESETTING BOX BEAM G R TURNED-DOWN TERMINAL	\$675.00/EA
606.5921	EA	RESETTING BOX BEAM G R ENERGY ABSORBING TERMINAL	\$675.00/EA
606.70	LF	REM. & DISP. CABLE GUIDERAILING	\$2.00/LF
606.71	LF	REM. & DISP. CORRUGATED BEAM GUIDE RAILING	\$2.80/LF
606.73	LF	REM. & DISP. BOX BEAM GUIDERAILING	\$3.60/LF
606.7910	EA	REM. AND DISP. ANCHOR UNITS FOR CORRUG BM GR	\$60.75/EACH
606.7920	EA	REMOVE & DISPOSE BB END G R TRNED DOWN TERMINAL	\$82.75/EACH
606.7921	EA	REMOVE & DISPOSE BB END G R ENERGY ABS TERMINAL	\$82.75/EACH
606.8101	EA	GR TRANS. - CORRUG BM TO BOX BM GR (1 OR 2 WAY)	\$7200.00/EACH
606.8801	EA	BOX BM G R TRANS. TO CONC. BARRIER (1 OR 2-WAY)	\$7550.00/EACH
696.10 MC	FLS	SMALL PROJECT MOBILIZATION FEE Fixed Lump Sum	<b>\$350.00</b>
698.06		STEEL PRICE ADJUSTMENT	<b>\$1.00</b>

**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 known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

**Below are Monroe County accepted Workers' Comp forms and Disability Benefits:**

Worker's Comp Forms (obtain from ([www.wcb.ny.gov](http://www.wcb.ny.gov)))

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

Disability Benefits Insurance (obtain from ([www.wcb.ny.gov](http://www.wcb.ny.gov)))

- 1) DB-120.1
- 2) DB-155
- 3) CE-200

- 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