



# CONTRACT DATA SHEET

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

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**TITLE:** GUIDE RAIL REPAIRS

**CONTRACT #:** 0716-23 (7700000188)

**CONTRACT DATES:** 10/9/2023 – 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 REPAIR
<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# 2023008515 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.

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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

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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.

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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#0716-23**  
**GUIDE RAIL REPAIRS**

**I. GENERAL NOTES**

**A. NEW YORK STATE STANDARD SPECIFICATIONS – SECTION 606**

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. When there is no number assigned to an item, and there is no appropriate state item number, the specifications outlined in this section shall apply.

**B. SCOPE OF WORK**

The Contractor shall repair guide rail as ordered by the County. Work shall consist of restoring damaged sections of guide rail to their original condition. This will involve the straightening of posts and rails, as well as the replacement of rail and post units and accompanying hardware, which have been damaged beyond repair. Damaged locations that were protected by traffic control devices prior to the repair (cones, candle sticks) must be kept track of by the Contractor and a list of those locations sent to the County so that they can be picked up by the County once the repairs are complete.

Upon the completion of a work order, a joint inspection by the County and Contractor shall be made to insure that each area of work is in the original or subsequently modified/repaired condition. Final payment for any work order authorized under this contract shall be made pending the joint final inspection, and satisfactory completion of any resulting corrective work.

Payments will be made in full, and processed in a timely manner for the successfully completed individual work orders.

**C. WORK AREA**

The County reserves the right to do work on guide rail within the County Right of Way.

**D. REPAIR LIMITS**

Length and extent of repair will be determined by the County.

**E. WORK LOCATIONS**

It is the County's intent to supply a sufficient amount of work to keep the Contractor's crew working for any full day or consecutive days. The Contractor may be required to repair guide rail at more than one location on any given day. It will be required that the Contractor completes a given location before proceeding to a new work area. At areas left incomplete

overnight, the Contractor will provide protection as per the current edition of the New York State Manual of Uniform Traffic Control Devices. Call out will be made when there is a minimum of 150 linear feet of railing in need of repair or five (5) repair locations. Contractor may also be called in as emergency conditions warrant.

**F. WORK ORDERS**

The County will supply a work order for the repairs at various locations within Monroe County either verbally or in writing.

**G. WORK INCLUDED**

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

**H. WORK EXCLUDED**

This Contract does not include the repair of Bridge Railing Guide Rail.

**I. APPARENT OMISSIONS**

The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed plan concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only the best workmanship and material is to be used. Work not specified, but involved in the proper execution of the work, is required and shall be performed in a quality manner. Interpretation of these specifications shall be made upon that basis and confirmed by the County.

**J. UTILITY STAKEOUTS**

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

**K. CLEANLINESS**

Upon completion of the work at each location, the Contractor shall remove and dispose of all surplus (damaged and new) material and shall leave the area in a neat and orderly condition.

**L. RESPONSE TIME**

The Contractor's representative shall report to the sites within 10 working days from the time they are notified. In an emergency situation, as declared by the County, a response time of 48 hours is required due to potential danger to the public.



**M. PARTS AND EQUIPMENT**

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

**All component parts will be paid according to the latest OGS (NYS Office of General Services) price schedule for Guide Rail materials (Group 38650 or latest contract / award)**, which reflects the current prevailing cost for guide rail parts. All invoices must include detail as to the parts required for each work order.

**Note: When an OGS contract for material is not in place or valid, Contractor shall provide three (3) vendor quotes or an invoice that is less than one (1) year old for all guide rail parts.**

**N. 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.

**O. SUBLETTING**

This Contract shall not be sublet or assigned without the written consent of the Monroe County Highway Superintendent.

**P. BIDDER QUALIFICATIONS**

Upon request, the bidder must present evidence of experience, ability, and financial standing, as well as a statement as to equipment and personnel.

**Q. CONTRACT QUANTITIES**

Bidders are advised that the estimate of quantities of the items of work and materials is approximate only and is given solely for information on the approximate scope of work necessary during the year.

## GUIDE RAIL REPAIR DETAILED SPECIFICATION

### I. DESCRIPTION

This work shall consist of the repair and/or replacement of guide railing, posts, and component parts in accordance with these specifications and with existing lines and grades, as established by the County. The specification reference is NYSDOT Standard Specifications Section 606, latest revisions and addendums.

Corrugated Beam Guide Railing/Median Barrier  
Box Beam Guide Railing/Median Barrier

### II. MATERIALS:

- A. Materials shall meet the requirements specified in the following subsections of Section 700 – Materials of NYSDOT Standard Specifications latest revision:

Corrugated Beam Guide Railing/Median Barrier	710-20
Box Beam Guide Railing/Median Barrier	710-21

- B. Resetting Guide Railing - The materials comprising the existing system shall be used if they are found to be in satisfactory condition as determined by the County. The Contractor shall supply new hardware (splice tongues, plates, nuts, bolts, washers, etc.) as needed.
- C. All guide rail parts: posts, rail, hardware, etc., will be supplied by the Contractor. **All component parts will be paid according to the latest OGS price schedule for Guide Rail materials (Group 38650 or latest contract / award)**, which reflects the current prevailing cost for guide rail parts.

**Note: When an OGS contract for material is not in place or valid, Contractor shall provide three (3) vendor quotes or an invoice that is less than one (1) year old for all guide rail parts.**

### III. CONSTRUCTION DETAILS

Posts and Railings shall be erected in the position and manner as the previous rail and in a manner approved by the County.

Posts shall be driven unless otherwise specified by the County. Holes shall be backfilled with a suitable material and compacted in a manner approved by the County.

All posts shall be aligned to a tolerance of ¼ inch for plumb and grade lines.

#### IV. METHOD OF MEASUREMENT

The quantity of guide railing measured for payment will be determined by the County:

- A. Basis – Repair length will be determined as the length beyond the last straightened or replaced post.
- B. Box Beam or Corrugated Beam – This will be to the next closest splice. These limits apply to each end of the damaged beam or section.

#### V. BASIS OF PAYMENT

The unit price bid per linear foot for the above work shall include the cost of all labor, equipment, and incidentals or minor materials necessary to complete the work.

**For repair of box beam rail systems, a multiplier of 1.5 times the unit price bid for corrugated rail repair shall be used for payment.**

**For repair of median rail systems, a multiplier of 2.0 times the unit price bid for corrugated rail repair shall be used for payment.**

#### VI. GUIDE RAIL BID PROPOSAL

The Contractor shall be paid the linear foot price for all rails restored. In addition to the bid price, payment will be made for all guide rail component parts that have been replaced (railing sections, posts, etc.). **The unit price for reimbursement of installed guide rail components shall be according to the latest OGS price schedule for Guide Rail materials (Group 38650 or latest contract / award).**

**Note: When an OGS contract for material is not in place or valid, Contractor shall provide three (3) vendor quotes or an invoice that is less than one (1) year old for all guide rail parts.**

When posts are driven through asphalt concrete or bituminous treated material, any repairs to damage paved or treated areas shall be repaired by County forces and **ARE NOT** the responsibility of the Contractor.

The Contractor will be responsible for replacing or resetting concrete anchors or deadmen.

#### VII. BASIS OF AWARD

**The award of the contract will be based on the low bid for repair of corrugated rail repair (Item #1) in the bid proposal.** As noted in Section V. Basis of Payment, the prices for box beam and median rail system repairs will be made at the stated multiplier times the bid price for corrugated rail repair.

**BP #0716-23**  
**UNIT PRICE SHEET**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
1.	Repair Corrugated Beam Guide Rail with Steel Posts	\$13.10/LF
2.	Repair Box Beam Rail with Steel Posts <b>1.5 X Item #1 Unit Price. <u>See Note</u></b>	\$19.65/LF
3.	Repair Median Guide Rail with Steel Posts <b>2.0 X Item #1 Unit Price. <u>See Note</u></b>	\$26.20/LF
4.	Material Charge	\$1.00/TBD

**Note:** There will be no bid price required for this item. Payment for these items will be based on the multiplier as stated in the Section V Basis of Payment of the detailed specification. See detailed specification for information on award of this contract.

All guide rail parts, posts, rail, etc. will be supplied by the Contractor. **The unit price for reimbursement of installed guide rail components shall be according to the latest OGS price schedule for Guide Rail materials group 38650 or latest contract / award. When an OGS Contract for material is not in place or valid, Contractor shall provide three (3) vendor quotes or an invoice that is less than one (1) year old for all guide rail parts.**

## **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 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 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.