



CONTRACT DATA SHEET

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

TITLE: HIGHWAY LIGHTING REPAIR AND
ROUTINE MAINTENANCE

CONTRACT #: 0403-25 (7700000312)

CONTRACT DATES: 05/01/2025 – 04/30/2026

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

VENDOR(S): M. L. Caccamise Electric Corp.
721 Portland Avenue
Rochester, NY 14621

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: HIGHWAY LIGHTING REPAIR AND ROUTINE MAINTENANCE

FOR: Department of Transportation

PURCHASING 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.

Sean Wilcox
Monroe County Division of Purchasing
39 West Main Street, Room 200
Rochester, NY 14614
Email: swilcox@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (Eastern Standard Time) on **Wednesday, April 16, 2025**.

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 **Thursday, April 17, 2025**.

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 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.

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 if awarded the contract. (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.

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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **April 30, 2026**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

**METHOD OF
AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole, by Group, and/or by Section, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every item in a Group, or Section included in the bid; however, they must bid on every item within a Group or Section 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.

PRICE CHANGES:

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

**NYS DOL
CONTRACTOR
REGISTRATION:**

No contractor shall bid on a public work project covered under these contract documents unless such contractor is registered pursuant to Chapter 31, Article 8, Section 220-I of New York State Labor Law. Sub-contractors must be registered prior to commencing any work on the project covered under these contract documents. The contractor shall submit its certificate of registration at the time the bid is made. Bids submitted without the required certification of registration shall be considered as nonresponsive. Applications for registration shall not be accepted as a substitute for a certification of registration for the purposes of this section. The contractor shall submit the sub-contractor's certificate of registration in accordance with General Condition 42, Shop Drawings, but not less than 15 calendar days prior to the sub-contractor's start of work.

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#2025003763 developed for this project.**

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.**

**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.

**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 two (2) years 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.

**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.**

**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 PM, on that day.

**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/SDVOB 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 under this contract.

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.

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.

**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 subparagraph c 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 Requirements

b. Bidder's Detailed M/WBE Utilization Plan

A 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. 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/SDVOB 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/SDVOB 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.

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.

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.

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 in order 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.

1. 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.

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-MWBE

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.

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.

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 by 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)).

SERVICE-DISABLED VETERAN OWNED BUSINESSES REQUIREMENTS

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for Certified SDVOB Firms on the project and shall make its best efforts to meet the participation goals established for this project. The specific affirmative steps to be taken by the Bidder are described in subparagraph d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's SDVOB Utilization Plan. The Bidder shall be responsible for maintaining records showing subcontractor awards 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 Bidder and submitted to the County with each monthly progress payment application.

Bidders that are a Certified SDVOB Firm will be allowed include their own participation towards meeting SDVOB participation goals established for this project.

The Bidder shall be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including Certified SDVOB 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 Requirements.

b. Bidder's Detailed SDVOB Utilization Plan

SDVOB utilization plans shall be submitted with each bid. The utilization plan must include a detailed SDVOB Utilization Plan form and a signed Letter of Intent from each of the Certified SDVOB Firms identified in the Plan. The Plan must identify the Certified SDVOB Firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work Certified SDVOB Firms will complete on the project, together with an explanation as to why spending data is not available. If a firm is unable to show attainment of program goals when submitting the utilization plan, the Bidder must submit a Request for SDVOB Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. 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 the Bidder's SDVOB Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's Certified SDVOB Firms certifications.

The Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE/SDVOB Program Manager copies of all subcontracts with Certified SDVOB 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 the Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until the Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to the Bidder's failure to comply with this provision shall be the Bidder's sole responsibility.

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

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 SDVOB Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the contractor's SDVOB Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with SDVOB 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 SDVOB 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 SDVOB 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 SDVOB 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 SDVOB Firms 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 SDVOB Firms 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 Certified SDVOB Firms to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the Certified SDVOB Firms 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 Certified SDVOB Firms listed in the NYS or US SBA SDVOB Directories regardless if they have their own database of SDVOB firms.** The Bidder shall keep records of efforts to solicit and negotiate with Certified SDVOB Firms 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. Certified SDVOB Firms shall be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by Certified SDVOB Firms in order to increase the likelihood that the SDVOB 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 SDVOB 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 SDVOB participation.
4. Providing interested Certified SDVOB Firms 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 Certified SDVOB Firms. It is the Bidder's responsibility to make a portion of the work available to Certified SDVOB Firms subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available SDVOB subcontractors and material suppliers in order to facilitate SDVOB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of Certified SDVOB Firms 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 Certified SDVOB Firms to perform the work.

6. Additional Costs. The fact that there may be some additional costs involved in finding and using Certified SDVOB Firms is not in itself sufficient reason for a bidder's failure to meet the contract SDVOB 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 prime contractor's inability to find a replacement Certified SDVOB Firms at the original price is not sufficient to support a finding that best efforts have been made to replace the original Certified SDVOB Firm. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make best efforts to find a replacement Certified SDVOB Firms, and it is not a sound basis for rejecting a prospective replacement Certified SDVOB Firms reasonable quote.
 8. Making efforts to assist interested Certified SDVOB Firms in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
 9. Making efforts to assist interested Certified SDVOB Firms in obtaining necessary equipment, supplies, materials, or related assistance.
 10. The County's M/WBE/SDVOB Program Manager will provide assistance to potential bidders in connecting with Certified SDVOB Firms.
2. Payment Deductions

The Bidder's failure to perform in accordance with an approved SDVOB Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by the Bidder, the County shall be entitled to deduct payment to the Bidder in the percentage amount of the Contract which equals the Bidder's shortfall from the SDVOB 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 SDVOB participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved SDVOB 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 SDVOB Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to the County under law or in equity.

3. Definitions. The following terms are defined as follows:
- A. Certified SDVOB Firms—Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.
 - B. Federal SDVOSB Certified Firms—Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.
 - C. SDVOB Utilization Plan—A plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.
 - D. State SDVOB Certified Firms—Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

BP#0403-25
HIGHWAY LIGHTING REPAIR AND ROUTINE MAINTENANCE
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Transportation (MCDOT) is seeking a qualified bidder to perform highway lighting repair and routine maintenance on equipment specified in section 1.03 GENERAL CONDITIONS. The work to be done under this contract and in accordance with these specifications consists of furnishing equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the work. The bidder shall perform all work required for a thorough repair, and function check of the specified equipment; including the furnishing of all engineering necessary for the layout and execution of the work in accordance with these specifications. No work shall be done without the expressed consent of the MCDOT Supervisor of Signal Construction or appointed designee. No field work will be done on the system during peak hours 6:00 A.M to 9:00 AM and 3:00 PM to 6:00 PM Monday through Friday. Normal working hours for preventative maintenance tasks are 9:00 PM to 5:00 AM. Normal working hours for Shop Repair work are 7:00 AM to 3:00 PM Monday through Friday.

Notwithstanding the details presented in these specifications, it is the responsibility of the bidder to verify the completeness of material lists and suitability of devices to meet the intent of the specifications. Any additional equipment or service required, even if not mentioned herein, shall be provided by the bidder without claims for additional payment; it being understood that a fully functional operating system, satisfactory to MCDOT, is required.

1.02 LOCATION OF EQUIPMENT:

Expressways and Highways within Monroe County

1.03 GENERAL CONDITIONS:

System Description

MCDOT maintains highway lighting facilities along the expressways within Monroe County. The system is operated on 480/240 and/or 240/120 single phase voltage and includes, but is not limited to, the following equipment.

Currently, there are approximately 4,500 luminaires within the system and 41 high mast poles consisting of the following types of equipment:

- a) Aluminum/steel poles - anchor based, transformer base, metal truss arms
- b) Poles – anchor based high mast
- c) Poles – wood
- d) Pole bases – concrete cast in place and pre-cast
- e) Luminaires – 100 & 200 Watt LED, Cobra Heads, Wall Packs and Decorative

- f) Lamps – Various wattage high pressure sodium, metal halide and mercury vapor
- g) Photo control including 7200V line contactors
- h) 240/120 VAC transformers and load centers
- i) Conduit – steel, PVC 2, 3, 4, inch sizes, orangeburg
- j) Cable – triplex, copper and aluminum 600 VAC THHN, various sizes
- k) Pullbox(s) – fiberglass and concrete.

1.04 PRE-BID MEETING:

There is no Pre-Bid Meeting scheduled for this bid.

1.05 PAST PERFORMANCE:

Bidders are reminded that they shall submit with their bid a description of their firm as it pertains to the repair and routine maintenance of highway lighting systems. Documentation to prove experience in performing work of similar size and scope must be included.

1.06 QUALIFICATIONS OF BIDDER:

- a) The bidder shall be a corporately and financially independent contractor organization which can function as unbiased installers of equipment or systems evaluated by the bidder.
- b) The bidder shall be regularly engaged in the repair and routine maintenance of highway lighting equipment devices installations and systems.
- c) The bidder shall use employees who are permanently employed by the firm for highway lighting and have sufficient electrical knowledge and experience to perform the tasks as described by this contract. In addition, the bidder shall have a minimum of two (2) licensed master electricians one of which will be assigned full time to diagnose and repair maintenance items under this contract. The bidder shall provide copies of the Licenses prior to award of contract.
- d) The bidder shall be responsible to provide Maintenance and Protection of Traffic in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition and the New York State Department of Transportation Work Zone Traffic Control Manual standard sheets.
- e) The bidder shall be responsible for transportation of material and equipment to and from the MCDOT highway lighting stock yard at no additional cost. The material and equipment are currently stocked at the Monroe County Fleet Center located at 145 Paul Rd, Rochester, NY 14624. Monroe County reserves the right to add or change stock yard locations at any time.
- f) Metal/wood pole and truss arm installation shall be performed by qualified workers licensed by the New York State Department of Labor (NYSDOL) with a line truck crane Operator Certificate. The bidder shall have two (2) such workers who are permanently

employed by the firm. Copies of the Operator certificates shall be provided **prior** to award of a contract.

1.07 PERMITS:

The bidder will be working under a Highway **Utility Work annual** permit issued by the New York State Department of Transportation and must abide by its conditions for all field work done under this contract.

1.08 NOTIFICATION OF WORK:

The bidder will receive a Monroe County issued work order, consisting of one or more-line items, by email or phone call. The bidder must provide a telephone number that is answered twenty-four (24) hours per day, seven (7) days per week. Voice mail is not adequate as a means of contact.

a) Non-emergency work notification

The bidder, upon receipt of a Monroe County issued work order, shall complete the entire work order within 20 working days. The bidder's availability of personnel, equipment and/or material will not be considered as a reason for not completing the work-order.

The MCDOT Supervisor of Signal Construction or appointed designee will notify the bidder of any work that will be paid as "time and material" under one of the hourly rate line items. Otherwise, all work will be paid by the task specific line items in this contract.

b) Emergency work

The bidder shall respond to any emergency twenty-four (24) hours per day, seven (7) days per week for repairs when notified by Monroe County. Routine maintenance work shall not be considered emergency work.

The bidder will be required to guarantee arrival of repair staff and associated equipment to the designated job site no later than two (2) hours after notification for emergency work.

c) Reports

The bidder shall submit daily work sheets to the MCDOT Supervisor of Signal Construction or appointed designee for signature. These daily work sheets will include work-order number, total labor hours for each individual worker, materials and equipment used, and tasks completed with a brief description of work done.

The bidder will also submit an invoice to the MCDOT Supervisor of Signal Construction or appointed designee upon completion of each work orders with a breakdown of each task; materials, labor, and equipment, and the total cost of the work-order. The invoice shall be

submitted no later than fifteen (15) calendar days following the completion of the work specified on the work order.

1.09 LIQUIDATED DAMAGES:

By submitting a bid, the bidder acknowledges that a fully functional highway lighting system is essential to the safety of the public. The bidder further agrees that failure to maintain the highway lighting system and keeping it fully functional by not performing timely repairs, Monroe County will suffer damage, but such damage is not calculable.

Therefore, the bidder hereby agrees that the following liquidated damages will be adhered to:

- a) Not completing work within twenty (20) working days = seventy-five dollars (\$75.00) per day late fee, to be taken off subsequent pay application invoice(s) until the fee has been satisfied. If the work cannot be completed within twenty (20) working days of receipt of work order, the vendor shall notify the MCDOT Supervisor of Signal Construction or appointed designee by e-mail stating reasons for non-compliance. It will be up to the MCDOT Supervisor of Signal Construction or appointed designee to notify the vendor with agreement or disagreement of such reason and whether to waive the liquidated damage charge. Otherwise, the liquidated damage charge shall be implemented.
- b) Not submitting daily work sheets for signature = twenty-five dollars (\$25.00) late fee per day, to be taken off subsequent pay application invoice(s) until the fee has been satisfied.
- c) Not submitting invoices within fifteen (15) calendar days of a work order for signature = twenty-five dollars (\$25.00) late fee per day, to be taken off subsequent pay application invoice(s) until the fee has been satisfied.

1.10 REPEAT CALLS:

Monroe County reserves the right to refuse payment to the bidder for a repeat call to same location for the same problem within a thirty (30) day period.

1.11 WARRANTY AND GUARANTEE:

The bidder shall warrant that the work performed conforms to the contract documents and is free of any defective equipment, material, or workmanship performed by the bidder or suppliers at any tier. Such warranty shall continue for two (2) years from the date of completion of work. Under this warranty, the bidder shall remedy any such failure to conform or any such defect at no expense to Monroe County. If the bidder does not promptly comply with the terms of the warranty or in an emergency situation where delay would cause serious risk of loss or damage, Monroe County may have the defective work corrected or removed or replaced and all direct and indirect costs shall be paid by the bidder.

1.12 INSPECTION:

All work under this contract shall be subject to inspection by a representative of MCDOT. This inspection shall not relieve the bidder of the responsibility to perform timely and quality work and to furnish the material in accordance with the standard specifications and supplementary specifications.

Inspection by a MCDOT representative shall not relieve the bidder's responsibility to conform to any code standards, including the National Electrical Code standards.

1.13 SAFETY:

The bidder shall, at a minimum, use the following Traffic and Personnel safety related codes:

- a) Occupational Safety & Health Administration (OSHA)
- b) National Fire Protection Association (NFPA)
- c) ANSI/NFPA 70 National Electrical Code (NEC)
- d) ANSI/NFPA 70B Electrical Equipment Maintenance
- e) NFPA 70E Electrical Safety Requirements for Employee Workplaces
- f) Manual on Uniform Traffic Control Devices (MUTCD)
- g) New York State Department of Transportation Work Zone Traffic Control Manual

The bidder shall also comply with any conditions specified on the permit issued by New York State Department of Transportation that is referenced in Section 1.07.

1.14 PROTECTION OF UTILITIES:

In accordance with New York State Code 753, the bidder shall give the various utility companies at least 48 hours' notice before doing any work which may interfere with their operation. All utilities encountered during construction shall be protected and maintained in their existing locations.

The bidder shall assume all responsibility and costs for repairs or replacement of utilities damaged by bidder's employees. This work shall be done to the satisfaction of the owning utility.

1.15 MAINTENANCE AND PROTECTION OF TRAFFIC AND PUBLIC SAFETY:

In accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition and the New York State Department of Transportation Work Zone Traffic Control Manual standard sheets, the bidder shall be responsible for all safety equipment, including but not limited to work

zone traffic control provisions necessary to complete the work. Monroe County will not be liable for any incidents or injuries occurring during the performance of Monroe County business.

1.16 SPECIAL VEHICLES/EQUIPMENT:

The bidder as part of this contract may require special type vehicles/equipment such as cranes, man-lifts; etc. Monroe County will reimburse the bidder for the actual cost of such specialized vehicles. The bidder will notify Monroe County before the actual renting of such vehicles and equipment occurs and will supply information in writing regarding rental cost and duration of rental.

All vehicles used on the expressway shall be high visibility in color and shall have beacon lights and strobes in a sufficient number to conform to the Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition and the New York State Department of Transportation Work Zone Traffic Control Manual.

The bidder shall have a Truck Mounted Attenuator (TMA) or Towable Attenuator (TA) that is Manual for Assessing Safety Hardware (MASH) compliant for the maintenance and protection of traffic and public safety.

The bidder shall have a vehicle and or equipment with the capability of setting a 70 ft pole, arm and luminaries.

The bidder shall have a bucket truck having a working height of at least 80 feet.

1.17 STANDARD PRODUCTS:

All replacement materials, equipment, retrofit equipment and accessories shall be new and unused. Remanufactured equipment may be acceptable in some cases, but only with the approval of the MCDOT Supervisor of Signal Construction or appointed designee. They shall be essentially the standard product of a manufacturer regularly engaged in the production of lighting and electrical equipment and material, and shall essentially duplicate material being used in the expressway system within Monroe County. Monroe County reserves the right to reject any material or equipment manufacturer who, although meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post installation and repair maintenance service as required to suit the operational requirement of Monroe County.

Monroe County as part of this contract will provide the following materials.

- a) PRECAST FOUNDATION
- b) BREAK AWAY BASES (TRANSFORMER BASES)
- c) SINGLE TRUSS ALUMINUM POLES
- d) SINGLE TRUSS ARMS
- e) DOUBLE TRUSS ALUMINUM POLES

- f) DOUBLE TRUSS ARMS
- g) LED FIXTURES
- h) LAMP FIXTURES
- i) HIGH PRESSURE SODIUM FIXTURES
- j) PHOTO CELLS/SHORTING CAPS
- k) PULLBOX RING AND COVER

The bidder will be able to purchase materials not listed above, when directed by the Supervisor of Signal Construction or appointed designee, to facilitate completing the work order. The bidder will charge the County five (5) percent over their cost for items purchased. The bidder shall provide a copy of the invoice to Monroe County for approval. .

1.18 SCHEDULING:

All highway work shall include an approved Work Zone (WZ) Notification Form from New York State Department of Transportation (<https://www.dot.ny.gov/regional-offices/region4/other-topics/region-four-highway-work-permit-process/work-zone>).

All highway work shall be coordinated through the MCDOT Supervisor of Signal Construction, or appointed designee. Any work-related issues shall be brought immediately to the attention of the MCDOT Supervisor of Signal Construction, or appointed designee.

No scheduled field work of any kind can be done on the system during the hours of 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM Monday through Friday.

a) Highway Lighting Repair

Normal working hours for highway lighting repair work are between the hours of 9:00 AM and 3:00 PM Monday through Friday. No work shall be done at any facility without the expressed consent of the MCDOT Supervisor of Signal Construction or appointed designee.

b) Highway Lighting Routine Maintenance

Normal working hours for Outage Patrol/Repair work are between the hours of 9:00 PM and 5:00 AM. Normal working hours for Shop Repair work are between 7:00 AM and 3:00 PM Monday through Friday. No routine maintenance work shall be done at any facility without the expressed consent of the MCDOT Supervisor of Signal Construction or appointed designee.

1.19 SALVAGE

All disposal and/or salvage of materials/waste from this project are the responsibility of the bidder, in accordance with all applicable disposal laws.

2.00 PAY ITEMS:

Monroe County intends to award this contract in two (2) sections. **Bidders must bid on every item in a section to be considered responsive for that section.** See Method of Award clause in the Terms and Conditions.

2.01 HIGHWAY LIGHTING REPAIR:

The following is a description of each Highway Lighting Repair line item as designated by the MCDOT Supervisor of Signal Construction or appointed designee with a work order request during the duration of the contract. Any needed Maintenance and Protection of Traffic costs are to be included in Line Item 21 only and not within the other line items.

1. REPAIR KNOCKDOWN

Reset existing metal pole and truss arm or set a new metal pole and/or truss arm and new breakaway base. Ensure pole is straight (shim if necessary), Never Seize[™] all anchor rod nuts and bolts, reset truss arm and re-install lighting fixture. Install new wiring and fuse kits and fuses as needed. Complete wiring and test. Affix pole numbers in accordance with County requirements. Dispose of all removed materials.

2. REPLACE BREAKAWAY BASE

Remove existing pole, replace breakaway base with in kind or other. Ensure pole is straight (shim if necessary), Never Seize[™] all anchor rod nuts and bolts, reset truss arm and re-install lighting fixture. Install new wiring and fuse kits and fuses as needed. Complete wiring and test. Dispose of all removed materials.

3. REMOVE CONCRETE FOUNDATION

Remove foundation from ground, install all conduits and wiring to keep circuit operational when needed. Provide protection of work site if left open. Dispose of all removed materials, restore surface to original condition.

4. INSTALL CONCRETE FOUNDATION

Excavate site as needed, set or form foundation to accommodate all conduit necessary, install ground rod, backfill to grade and restore surface to original condition. Base specs shall be in accordance with the American Society for Testing and Materials (ASTM c1582/c1582m). This includes all labor and materials.

5. INSTALL PRECAST FOUNDATION

Excavate site as needed, install precast foundation (supplied by Monroe County) to accommodate all conduit necessary, install ground rod, backfill to grade and restore surface to original condition. This includes all labor and materials.

6. FURNISH & INSTALL ANCHOR ROD

Cut off bent or damaged anchor bolt. New threaded rod shall be the same diameter as the cut-off bolt. Drill a hole $\frac{1}{4}$ " (+/- $\frac{1}{16}$ ") larger than the diameter of the threaded rod (minimum depth of embedment in the concrete foundation is 4.5 times the diameter of the rod, or 12" (whichever is greater)). Hole shall be thoroughly cleaned and dried before applying a chemical grouting material meeting the requirements of NYSDOT Section 701-07: ANCHORING MATERIALS - CHEMICALLY CURING Threaded rod shall be installed such that the bottom of the rod is in direct contact with the bottom of the hole and the top of the rod is above the top of the foundation a sufficient distance to allow for a minimum of 2 threaded to be visible after installation of washers, t-base/pole, and nuts. This includes all labor and materials.

7. REPAIR PULLBOX

Repair existing pullbox to proper functional condition and restore surface to grade. The bidder shall install the pullbox ring and cover (supplied by Monroe County) and accommodate all conduit necessary, install ground rod, backfill to grade, restore surface to original condition and dispose of all removed materials.

8. FURNISH & INSTALL 24" X 24" PULLBOX

Remove exiting pullbox, furnish and install a 24" X 24" concrete pullbox and restore surface to grade. The bidder shall install the pullbox ring and cover (supplied by Monroe County) marked "ELECTRIC" and accommodate all conduit necessary, install ground rod, backfill to grade, restore surface to original condition and dispose of all removed materials. This includes all labor and materials.

9. FURNISH & INSTALL A 24" ROUND PULLBOX

Remove exiting pullbox, furnish and install a 24" round concrete pullbox and restore surface to grade. The bidder shall install the pullbox ring and cover (supplied by Monroe County) marked "ELECTRIC" and accommodate all conduit necessary, install ground rod, backfill to grade, restore surface to original condition and dispose of all removed materials. This includes all labor and materials.

10. REPLACE LIGHTING FIXTURE

Remove existing lighting fixture and return to Monroe County if fixture is an LED. Replace with new or rebuilt lighting fixture (LED-date of installation inscribed on the inside cover). Install new wiring, photocell, shorting caps and fuse kits as needed; complete wiring and test.

11. FURNISH & INSTALL METAL POLE HAND HOLE COVER

Furnish and install proper type hand hole cover. This includes all labor and materials.

12. FURNISH & INSTALL BREAKAWAY BASE DOOR

Furnish and install proper type break away base door. This includes all labor and materials.

13. FURNISH & INSTALL OVERHEAD TRIPLEX CONDUCTORS

Furnish and install #2 triplex with one #2 ASCR bane messenger including all necessary hardware to facilitate triplex support in accordance with ASTM B-232. Make all necessary connections and test. This includes all labor and materials.

14. EXCAVATE IN SOIL

Excavate as needed. Provide adequate protection of personnel and traffic. When work is complete, restore surface to proper grade, rake and re-seed.

15. EXCAVATE IN ASPHALT

Excavate as needed. Provide adequate protection of personnel and traffic. When work is complete, restore surface to original condition.

16. EXCAVATE ACROSS A ROADWAY

Excavate as needed. Provide adequate protection of personnel and traffic. When work is complete, restore the roadway to its original condition.

17. CONDUIT JACKING OR BORING

Boring as needed. Provide adequate protection of personnel and traffic. When work is complete, restore the surface(s) to original condition.

18. LABOR STRAIGHT TIME

Hourly rate for bidder's personnel to do maintenance/repairs and other maintenance tasks during the normal working hours identified in section 1.18a, "Highway Lighting Repair".

19. EMERGENCY SERVICE

Rate for bidder's personnel at two (2) times the hourly rate for 24/7 Emergency Response as requested that is not within the normal working hours as identified in section 1.18a, "Highway Lighting Repair".

20. LABOR OVERTIME

Rate for bidder's personnel at one and one half (1.5) times the normal hourly rate after 8 hours per day and on Saturdays on a scheduled non-emergency work order.

21. MAINTENANCE & PROTECTION OF TRAFFIC

Lump sum price to set up, maintain, and remove the appropriate shoulder and lane closures for each Highway Lighting Repair work order in accordance with the current versions of the national Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition and the New York State Department of Transportation Work Zone Traffic Control Manual standard sheets and the conditions of the NYSDOT work permit.

22. EMERGENCY CLEAN UP OF POLE KNOCKDOWN

Clean up and secure the knockdown within the time requirements set forth in this contract. Work required may include making area safe by securing live electrical wires, placing safety flags/cone(s) or other warning devices if the pole is not replaced immediately and cleaning the site and disposing of glass and debris.

23. REMOVE WOOD POLE (VARIOUS LENGTHS)

Remove an existing wood pole with aerial cable. The wood pole, aerial cable, and associated hardware shall be disposed of by the Contractor. When work is complete, restore the surface(s) to original condition.

24. FURNISH & INSTALL 25' WOOD POLE

Furnish and install a 25' Southern Pine that meets the requirements of ANSI 05.01 for Class 4 utility type poles. The wood pole shall be suitable for attachment of power source risers, temporary lighting or signal span wires, and ancillary equipment. When work is complete, restore the surface(s) to original condition.

25. FURNISH & INSTALL 35' WOOD POLE

Furnish and install a 35' Southern Pine that meets the requirements of ANSI 05.01 for Class 4 utility type poles. The wood pole shall be suitable for attachment of power source risers, temporary lighting or signal span wires, and ancillary equipment. When work is complete, restore the surface(s) to original condition.

26. INSTALL PULLBOX RING & COVER

Install a pullbox ring and cover marked "ELECTRIC". When work is complete, restore the surface(s) to original condition.

2.02 **HIGHWAY LIGHTING ROUTINE MAINTENANCE**

The following is a description of each Highway Lighting Routine Maintenance line item as designated by the MCDOT Supervisor of Signal Construction or appointed designee with a work order request during the duration of the contract. Any needed Maintenance and Protection of Traffic costs are to be included in Line Item 2 only and not within the other line items.

1. HIGH MAST LIGHTING MAINTENANCE

Hourly rate to conduct high mast lighting preventative maintenance; as needed fuse and/or fuse kit replacement/repair, photo control/shorting cap replacement, access door replacement or repair, luminaire alignment, luminaire replacement, refractor replacement, rewiring of pole or any other malfunction within the high mast to return to proper service. Documentation of inspection, preventative maintenance and repair to be provided on MCDOT High Mast Lighting Pole Assembly Inspection Record.

2. MAINTENANCE & PROTECTION OF TRAFFIC

Lump sum price to set up, maintain, and remove the appropriate shoulder and lane closures for each Highway Lighting Repair work order in accordance with the current versions of the national Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition and the New York State Department of Transportation Work Zone Traffic Control Manual standard sheets and the conditions of the NYSDOT work permit.

3. SHOP REPAIRS

Hourly rate for bidder's personnel to refurbish/rebuild equipment, luminaires and conduct other shop-based maintenance and repair tasks during normal working hours at the direction of the MCDOT Supervisor of Signal Construction or appointed designee.

3.00 PRICING/QUANTITIES:

3.01 ESTIMATED QUANTITIES:

The quantities listed are **estimated annual quantities** for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract term. All payments will be made for actual quantities purchased based on the unit price.

BP#0403-25
HIGHWAY LIGHTING REPAIR AND ROUTINE MAINTENANCE
UNIT PRICE SHEET

SECTION A - HIGHWAY LIGHTING REPAIR

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
1	REPAIR KNOCKDOWN	<u>\$ 1,530.00</u>
2	REPLACE BREAKAWAY BASE	<u>\$ 950.00</u>
3	REMOVE CONCRETE FOUNDATION	<u>\$ 1,121.00</u>
4	INSTALL CONCRETE FOUNDATION	<u>\$ 5,072.00</u>
5	INSTALL PRECAST FOUNDATION	<u>\$ 2,027.00</u>
6	FURNISH & INSTALL ANCHOR ROD	<u>\$ 240.00</u>
7	REPAIR PULLBOX	<u>\$ 1,195.00</u>
8	FURNISH & INSTALL 24" X 24" PULLBOX	<u>\$ 2,550.00</u>
9	FURNISH & INSTALL 24" ROUND PULLBOX	<u>\$ 2,006.00</u>
10	REPLACE LIGHTING FIXTURE	<u>\$ 80.00</u>
11	FURNISH & INSTALL METAL POLE HAND HOLE COVER	<u>\$ 40.00</u>
12	FURNISH & INSTALL BREAKAWAY BASE DOOR	<u>\$ 30.00</u>
13	FURNISH & INSTALL OVERHEAD TRIPLEX CONDUCTORS	<u>\$ 7.46</u>
14	EXCAVATE IN SOIL	<u>\$ 8.50</u>
15	EXCAVATE IN ASPHALT	<u>\$ 32.00</u>
16	EXCAVATE ACROSS A ROADWAY	<u>\$ 32.00</u>
17	CONDUIT JACKING OR BORING	<u>\$ 78.85</u>
18	LABOR STRAIGHT TIME	<u>\$ 147.20</u>
19	EMERGENCY SERVICE	<u>\$ 225.00</u>
20	LABOR OVERTIME	<u>\$ 186.10</u>

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HIGHWAY LIGHTING REPAIR AND ROUTINE MAINTENANCE
UNIT PRICE SHEET

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
21	MAINTENANCE AND PROTECTION OF TRAFFIC	<u>\$ 180.60</u>
22	EMERGENCY CLEAN UP OF POLE KNOCKDOWN	<u>\$ 630.00</u>
23	REMOVE WOOD POLE (VARIOUS LENGTHS)	<u>\$ 630.00</u>
24	FURNISH & INSTALL 25' WOOD POLE	<u>\$ 1,360.00</u>
25	FURNISH & INSTALL 35' WOOD POLE	<u>\$ 1,640.00</u>
25	INSTALL PULLBOX RING & COVER	<u>\$ 542.00</u>

SECTION B - HIGHWAY LIGHTING ROUTINE MAINTENANCE

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
1	HIGH MAST LIGHTING MAINTENANCE	<u>\$ 133.10</u>
2	MAINTENANCE AND PROTECTION OF TRAFFIC	<u>\$ 131.85</u>
3	SHOP REPAIRS	<u>\$ 113.75</u>

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.