CONTRACT DATA SHEET

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

TITLE: GUIDE RAIL REPAIRS

CONTRACT #: BP0616-13 (4700007021)

CONTRACT DATES: 08/07/13 – 07/31/18

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): PAVILION DRAINAGE SUPPLY CO., INC.
BOX 219
PAVILION, NY 14525

PHONE: (585) 584-3261
FAX: (585) 584-3812

TERMS AND CONDITIONS

BID ITEM:	GUIDE RAIL REPAIRS
FOR:	Department of Transportation
DEPARTMENT CONTACT:	Tim Joyce, (585) 753-7743
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** coverage or proof that they are exempt if awarded the contract.
SPECIFICATION ALTERATIONS:	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications**. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
QUANTITIES:	The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
BRAND REFERENCE:	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, 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 **Unit Price for Item 1**. 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 **July 31, 2014**, 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**.

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 a 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 Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

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.

INSURANCE REQUIREMENTS
INDEMNIFICATION

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

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

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

B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

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

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

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

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

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

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

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

Rev. 5/23/2012

BP#0616-13
GUIDE RAIL REPAIRS

I. GENERAL NOTES

1. NEW YORK STATE SPECIFICATION – ITEM 606.GR

In the New York State Department of Transportation Specifications (hereinafter referred to as the State Specifications and/or State item), latest revision and all applicable addenda issued and in effect at the date set for opening, where reference is made to New York State Department of Transportation Superintendent, etc., the appropriate county department and/or official shall be understood to 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.

2. SCOPE OF WORK

The Contractor shall repair guide rail as ordered by the County Engineer. 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 Engineer 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 Engineer 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.

3. WORK AREA

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

4. REPAIR LIMITS

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

5. 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 conditions warrant.

6. WORK ORDERS

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

7. 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.

8. WORK EXCLUDED

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

9. 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 Engineer.

10. UTILITY STAKEOUTS

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

11. 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.

12. 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 Engineer, a response

time of 48 hours is required due to potential danger to the public.

13. 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 32000)**, 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.

14. 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 New York State Manual of Uniform Traffic Control Devices as it pertains 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.

15. SUBLETTING

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

16. 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.

17. 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.

BP#0616-13

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 Engineer. The specification reference is NYSDOT Standard Specifications Section 606, latest revisions and addendums.

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

II. MATERIALS:

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

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

2. 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 Engineer. The Contractor shall supply new hardware (splice tongues, plates, nuts, bolts, washers, etc.) as needed.

3. 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 32000)**, 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 Engineer.

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

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 Engineer:

1. Basis – Repair length will be determined as the length beyond the last straightened or replaced post.

2. 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 32000).**

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 #0616-13

UNIT PRICE SHEET

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Repair Corrugated Beam Guide Rail with Steel Posts	$10.50/LF
2.	Repair Box Beam Rail with Steel Posts **1.5 X Item #1 Unit Price. See Note**	$15.75/LF
3.	Repair Median Guide Rail with Steel Posts **2.0 X Item #1 Unit Price. See Note**	$21.00/LF

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 32000. 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.**

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1' being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.