



CONTRACT DATA SHEET

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

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

CONTRACT #: BP0710-13 (4700007022)

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

<u>BID ITEM:</u>	GUIDE RAIL SAFETY PROGRAM (FURNISH, INSTALL & REMOVE)
<u>FOR:</u>	Department of Transportation
<u>DEPARTMENT CONTACT:</u>	Tim Joyce, (585) 753-7743 or Bo Mansouri, (585) 753-7740
<u>DUPLICATE COPIES:</u>	<u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u>
<u>BID INFORMATION:</u>	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.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>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.</p>
<u>SPECIFICATION ALTERATIONS:</u>	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.
<u>QUANTITIES:</u>	The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
<u>BRAND REFERENCE:</u>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

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

**METHOD OF
AWARD:**

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

CONTRACT TERM:

Contract will start with the date of the contract award and run through **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.**

DELIVERY:

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

**PURCHASE ORDER
ISSUANCE:**

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

**BILLING
PROCEDURE:**

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

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

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

SUBCONTRACT:

The 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.

BP #0710-13
GUIDE RAIL SAFETY PROGRAM, TERM CONTRACT
(FURNISH, INSTALL & REMOVE)
SPECIFICATIONS

GENERAL NOTE

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

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

The Director of the Monroe County Department of Transportation shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the NYSDOT Specifications used on this project.

SUMMARY OF BID ITEMS FOR
GUIDE RAIL SAFETY PROGRAM TERM CONTRACT

ITEM NO.	ITEM DESCRIPTION	UNIT
568.50	Steel Bridge Railing (Two - Rail)	Linear Foot
568.51	Steel Bridge Railing (Four - Rail)	Linear Foot
568.54	Steel Bridge Railing (Three - Rail)	Linear Foot
568.70	Transition Bridge Railing	Linear Foot
586.01	Drilling & Grouting Bolts	Inch
587.01	Bridge Railing Rem. & Disp.	Linear Foot
588.80MC	Pedestrian and Bicycle Railing (One - Rail)	Linear Foot
606.10	Box Beam Guide Railing	Linear Foot
606.100001	Box Beam Guide Railing (Shop Curved)	Linear Foot
606.1001	Box Bm GR w/extra Long Posts	Linear Foot
606.100101	Box Bm GR w/extra Long Posts (Shop Curved)	Linear Foot
606.1201	Box Bm GR End Assembly, Type I	Each
606.1202	Box Bm GR End Assembly, Type II	Each
606.16	Corrugated Beam Guide Railing	Linear Foot
606.160001	Corrugated Bm GR (Shop Curved)	Linear Foot
606.1601	Corrugated Bm GR w/Extra Long Posts	Linear Foot
606.160101	Corrugated Bm GR w/Extra Long Posts (Shop Curved)	Linear Foot
606.22	Anchorage Units for Corrugated Bm GR	Each
606.23	Anc. Units for Corrugated Bm GR (Driveways)	Each
606.5148	Resetting Corrugated Beam Guide Railing (New Posts)	Linear Foot
606.5348	Resetting Box Beam Guide Railing (New Posts)	Linear Foot
606.5920	Resetting Box Beam End Assembly	Each
606.70	Rem. & Disp. Cable GR	Linear Foot
606.71	Rem. & Disp. Corrugated Bm GR	Linear Foot
606.73	Rem. & Disp. Box Bm GR	Linear Foot
606.7910	Rem. & Disp. Anc. Units for Corrugated Bm GR	Each
606.7920	Rem. & Disp. Box Beam End Assembly	Each
606.8101	GR Trans. Corrug. Bm to Box Beam GR (1 or 2 way)	Each
606.8801	Bx Bm GR Trans. to Conc. Barrier (1 or 2-way)	Each
696.10MC	Small Project Daily Mobilization Fee	<i>Non-Bid Item</i>
698.06	Steel Price Adjustment	<i>Non-Bid Item</i>

TECHNICAL SPECIFICATION

SCOPE OF WORK

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

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

GENERAL REQUIREMENTS

1. **Work Area:**

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

2. **Work Locations:**

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

3. **Installation Limits:**

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

4. **Work Included:**

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

5. **Utility Stakeouts:**

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

6. **Cleanliness:**

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

7. **Time Limits:**

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

8. **Parts and Equipment:**

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

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

The Contractor shall at all times conduct its operations in a manner to insure safety and convenience of all motorists, adjacent property owners and their 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 traffic hazard.

The Contractor shall follow, but not be limited to, the most recent Manual of Uniform Traffic Control Devices adopted by NYSDOT as it pertains to the safety and maintenance of traffic at work sites on this contract. All work performed under this paragraph shall be included in the price bid for each item and at no additional cost to the Agency.

10. **Unit Prices**

The Agency will follow current NYSDOT Standard Specifications and practices regarding the allowance for unit price adjustments for steel items, as described in Section 698, Price Adjustments, with the following modifications to Section 698-5.03.: Delete the first two (2) sentences; 'The minimum price adjustment ...\$1,000.'

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

To determine the weight of the steel, the Contractor shall present the project manager of the respective Agency the information required under Section 698-3.03.A. of the

current NYSDOT Standard Specifications. Approved shop drawings are preferred.

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

ITEM NO.	ITEM DESCRIPTION	UNIT
568.50	Steel Bridge Railing (Two - Rail)	Linear Foot
568.51	Steel Bridge Railing (Four - Rail)	Linear Foot
568.54	Steel Bridge Railing (Three - Rail)	Linear Foot
568.70	Transition Bridge Railing	Linear Foot
588.80MC	Pedestrian and Bicycle Railing (One – Rail)	Linear Foot
606.10	Box Beam Guide Railing	Linear Foot
606.100001	Box Beam Guide Railing (Shop Curved)	Linear Foot
606.1001	Box Bm GR w/extra Long Posts	Linear Foot
606.100101	Box Bm GR w/extra Long Posts (Shop Curved)	Linear Foot
606.1201	Box Bm GR End Assembly, Type I	Each
606.1202	Box Bm GR End Assembly, Type II	Each
606.16	Corrugated Beam Guide Railing	Linear Foot
606.160001	Corrugated Bm GR (Shop Curved)	Linear Foot
606.1601	Corrugated Bm GR w/Extra Long Posts	Linear Foot
606.160101	Corrugated Bm GR w/Extra Long Posts (Shop Curved)	Linear Foot
606.5148	Resetting Corrugated Beam Guide Railing (New Posts)	Linear Foot
606.5348	Resetting Box Beam Guide Railing (New Posts)	Linear Foot
606.8101	GR Trans. Corrug. Bm to Box Beam GR (1 or 2 way)	Each
606.8801	Bx Bm GR Trans. to Conc. Barrier (1 or 2-way)	Each

End of list.

11. 'Small' Projects:

A fixed Small Project Daily Mobilization Fee of \$300.00, as indicated in the proposal under **Item 696.10MC**, shall be applied to individual projects consisting of less than 150 linear feet in total length of installed guide rail system measured along the centerline of the rail. A guide rail system's total length shall include the length of any end assemblies and/or transition connections.

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

DESCRIPTION

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

BASIS OF PAYMENT

All costs associated with the pads (including Mortar Pads), shims, splices with their hardware, and railing anchor studs with nuts and washers shall be included in the price bid. The cost for installing the anchor studs by drilling and grouting shall be paid under Item 586.01M.

Payment will be made under:

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

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

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

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

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

Rev. 5/23/2012

ITEM #	UNIT	ITEM DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE
568.50	LF	STEEL BRIDGE RAILING (TWO-RAIL)	\$135.00/LF
568.51	LF	STEEL BRIDGE RAILING (FOUR-RAIL)	\$200.00/LF
568.54	LF	STEEL BRIDGE RAILING (THREE-RAIL)	\$155.00/LF
568.70	LF	TRANSITION BRIDGE RAILING	\$130.00/LF
586.01	IN	DRILLING & GROUTING BOLTS	\$5.00/INCH
587.01	LF	BRIDGE RAILING REM. & DISP.	\$4.00/LF
588.80 MC	LF	STEEL PEDESTRIAN & BICYCLE RAILING (One-Rail)	\$80.00/LF
606.10	LF	BOX BEAM GUIDE RAILING	\$32.25/LF
606.100001	LF	BOX BEAM GUIDE RAILING (SHOP CURVED)	\$36.50/LF
606.1001	LF	BOX BEAM GUIDE RAILING WITH EXTRA LONG POSTS	\$35.00/LF
606.100101	LF	BOX BM G R W/ X-LONG POSTS (SHOP CURVED)	\$41.00/LF
606.1201	EA	BOX BEAM GR END ASSEMBLY, TYPE I	\$425.00/EACH
606.1202	EA	BOX BEAM GR END ASSEMBLY, TYPE II	\$1090.00/EACH
606.16	LF	CORRUGATED BEAM GUIDE RAILING	\$13.50/LF
606.160001	LF	CORRUGATED BEAM GUIDE RAILING (SHOP CURVED)	\$15.00/LF
606.1601	LF	CORRUG BM GUIDE RAILING W/EXTRA LONG POSTS	\$15.00/LF

ITEM #	UNIT	ITEM DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS/CENTS
606.160101	LF	CORRUG BM G R W/ X- LONG POSTS (SHOP CURVED)	\$18.00/LF
606.22	EA	ANCHORAGE UNITS FOR CORRUG BM GUIDE RAILING	\$1100.00/EACH
606.23	EA	ANC UNITS FOR CORRUG BM G R (DRIVEWAYS)	\$1000.00/EACH
606.51	LF	RESETTING CORRUG BM G R (EXISTING POSTS)	\$11.00/LF
606.5148	LF	RESETTING CORRUG BM G R (NEW POSTS)	\$12.75/LF
606.5348	LF	RESETTING BOX BEAM GUIDE RAILING (NEW POSTS)	\$20.00/LF
606.5920	EA	RESETTING BOX BEAM END ASSEMBLY	\$300.00/EACH
606.70	LF	REM. & DISP. CABLE GUIDE RAILING	\$1.50/LF
606.71	LF	REM. & DISP. CORRUGATED BEAM GUIDE RAILING	\$2.50/LF
606.73	LF	REM. & DISP. BOX BEAM GUIDE RAILING	\$6.00/LF
606.7910	EA	REM. AND DISP. ANCHOR UNITS FOR CORRUG BM G R	\$160.00/EACH
606.7920	EA	REMOVING & DISPOSING BOX BEAM END ASSEMBLY	\$35.00/EACH
606.8101	EA	GR TRANS.- CORRUG BM TO BOX BM GR (1 OR 2 WAY)	\$3910.00/EACH
606.8801	EA	BOX BM G R TRANS. TO CONC. BARRIER (1 OR 2-WAY)	\$4600.00/EACH
696.10 MC	FLS	SMALL PROJECT MOBILIZATION FEE Fixed Lump Sum	\$300.00