



PRINTED NAME OF BIDDER

DECORATIVE CONCRETE POLES

Invitation to Bid No. 400160 Issued: May 6, 2013

PURCHASING BUREAU CONTACT: Roslyn K. Phillips, CPPB, Purchaser, 585-428-7042

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

BID OPENING: Monday, May 20, 2013 at 11:00 a.m.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS
(For definitions or explanations, see General Conditions)

Type of Contract: UNIT PRICE

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: SEE SPECIFICATIONS

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



DECORATIVE CONCRETE POLES

1. SCOPE

- 1.1 It is the intent of the City of Rochester to establish a contract for 275 Decorative concrete light poles. This specification covers the minimum requirements for the design, materials, shop details, fabrication and delivery of precast, prestressed concrete pole structures.

2. MANUFACTURER

- 2.1 The manufacturer(s) cited in these specifications are used to establish the minimum acceptable standards for these items. The reference to the manufacturer is not intended to be restrictive, but to insure high quality and performance.
- 2.2 Subject to compliance with requirements, available fabricators offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Stresscrete Group
 2. Sternberg Lighting
 3. Ameron
 4. Utility Structures Inc

3. SPECIFICATIONS AND PERFORMANCE TESTING

- 3.1 See Appendix "A" Specifications.

4. CONTRACT TERM

- 4.1 The contract will be a one-time purchase with the successful vendor required to guarantee a fixed price for 120 days if additional units are required.
- 4.2 The City reserves the right to extend the length of the contract upon mutual agreement to both parties. Any extension shall be in writing by both parties.

5. METHOD OF AWARD

Award(s) will be made to the lowest responsive and responsible bidder who meets or exceeds the specifications.

6. QUESTIONS RE: SPECIFICATIONS

- 6.1 Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent or his designated representative, in writing, in ample time prior to the bid opening.
- 6.2 DO NOT MAKE INQUIRIES BY PHONE OR IN PERSON.

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6.3 No inquiries, if received within five (5) days of the bid opening date, will be given any consideration.

6.3.1 Any interpretation made to prospective bidders will be expressed in the form of an addendum, which will be sent by ordinary mail to all prospective bidders no later than three (3) days before the date set for the opening of bids.

6.3.2 Oral answers will not be binding on the City.

7. REJECTION OF BIDS

7.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City of Rochester will be served by such action.

7.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.

7.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

8. QUANTITIES

The City is only obligated to purchase, and the vendor should only deliver items ordered on a City of Rochester Purchase Order.

9. NON-SPECIFIED ITEMS

9.1 The City of Rochester reserves the right to negotiate prices with and order from the contract vendor, items which are comparable to and/or complement the items specified herein. This option may be exercised for incidental items which may be required during the contract term.

9.2 Such purchases must be authorized by the Purchasing Agent and his/her authorized agent prior to ordering any item.

9.3 The contract vendor must submit written price quotes to the Office of the Purchasing Agent for proper authorization and/or approval.

9.4 If such price is acceptable to the City, the City may purchase said item from the vendor, and the vendor agrees to deliver per the terms and conditions of this contract.

9.5 Items supplied or services rendered without the prior consent of the Purchasing Agent will not be paid for by the City. The City, at its sole discretion, may choose to bid out these non-specified items.

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10. DELIVERY AND SHIPMENT

- 10.1 The City of Rochester requires delivery in time to be incorporated into construction during the spring and summer of 2014; therefore delivery of all poles shall be not later than August 31, 2014.
- 10.2 Multiple deliveries shall be F.O.B. to a designated City location. The carriers shall notify the City of Rochester twenty-four (24) hours in advance of each shipment by calling (585) 428-1297 to verify location. Delivery of all units shall be made between the hours of 7:30 a.m. and 2:30 p.m. The City reserves the right to reject any shipment not meeting the requirements listed herein.
- 10.3 All poles shall be wrapped, banded and palletized. All poles shall be shipped via flatbed truck or as otherwise directed.
- 10.4 The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges.

11. QUALIFICATION OF BIDDER

- 11.1 The City of Rochester reserves the right to inspect the bidder's facilities. Further, the City of Rochester reserves the right to consider whether in its judgment the bidder meets the requirements of this specification. The City's judgment shall be considered final.
 - 11.1.1 In the event a bid is submitted by other than the manufacturer, a certificate executed by the manufacturer may be required stating that the bidder is an authorized agent, dealer or distributor of the manufacturer in the Rochester, New York area, and the item(s) offered is completely in compliance with the specifications of the proposal and will be available during the life of the contract.
- 11.2 No proposal will be accepted from, or contract awarded to, any person, firm or corporation that has failed to perform faithfully any previous contract with the City of Rochester.

12. SAMPLES

- 12.1 See Appendix A Section 1.3.D, 1.4.K

13. SUBMITTALS

- 13.1 All bidders must include full product descriptions, detailed drawings, technical specifications and list of users (contact person and phone number) for references with their bid to be considered.
- 13.2 See Appendix A section 1.1

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14. DESCRIPTIVE LITERATURE AND TECHNICAL DATA

- 14.1 Detailed specifications describing all items the bidder proposes to furnish shall be submitted with the bid. The bidder shall point out in detail wherein the item proposed differs from the item called for in these specifications. The City of Rochester reserves the right to consider whether, in its judgment, a substitute meets the requirements of these specifications. The City's judgment shall be considered final.
- 14.2 If the manufacturing process differs from that stated in the specifications, the bidder shall provide a written description detailing the actual method(s) used, including a description of the manufacturing process.

15. INSPECTION AND TESTING

- 15.1 The City of Rochester shall have the right to make a final inspection of all items upon receipt of each shipment. The inspection may include a test for compliance with these specifications of a random number of items taken from each shipment.
- 15.2 Should the items furnished under this contract be found defective, fail in any way to meet the terms of the contract or fail to meet any of the specifications, the City shall have the right to reject the entire shipment. Any rejected items shall be replaced to comply with the specifications at the expense of the contractor.
- 15.3 If the item called for in the specifications is delivered and fails to meet specifications in any respect, the bidder will be notified and must arrange for its removal from the place of storage at no expense to the City of Rochester. If the successful bidder fails to remove the item which, in the opinion of the Purchasing Agent of the City of Rochester does not meet specifications, the City of Rochester will arrange to have the item removed and any expense connected therewith will be the responsibility of the contractor.

16. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 16.1 No payment made under the contract shall be conclusive evidence of performance of the contract, either wholly or in part, and no payment made for the delivery of the item(s) in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the contractor from making good the defects.
- 16.2 The final acceptance shall not be binding upon the City of Rochester nor conclusive should it subsequently develop that the contractor had furnished inferior item(s) or had departed from the specifications and/or the terms of the contract. Should such a condition become evident, the City of Rochester shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications at the cost and expense of the contractor, or his surety, if any.

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17. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after a hearing by the Purchasing Agent of the City of Rochester, who shall reduce the decision to writing and mail or otherwise provide a copy thereof to the contractor. The decision of the Purchasing Agent of the City of Rochester shall be final and binding.

18. DEFAULT

18.1 The City may, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

18.1.1 If the contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extensions thereof; or

18.1.2 If the contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such other period as the Purchasing Agent of the City of Rochester may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

18.2 In the event the City terminates this contract in whole or in part, the City of Rochester may procure, upon such terms and in such manner as the Purchasing Agent of the City of Rochester may deem appropriate, supplies or services similar to those in the contract so terminated, and the contractor shall be liable to the City of Rochester for any excess costs for such similar performance of this contract to the extent not terminated under the provisions of this clause.

19. WARRANTY

See Appendix A section 1.5

20. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.

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21. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 21.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 21.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 21.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL BID PRICE</u>
DECORATIVE CONCRETE POLE	\$ _____	275 ea.	\$ _____

Authorized Signature

Typed Name of Authorized Signature

Typed Name of Company

(Continued through Page 17)

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PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

APPENDIX "A"
SPECIFICATIONS

NON-OFFICIAL SPEC
DO NOT USE TO BID

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SPECIFICATION FOR DECORATIVE PRECAST STRUCTURAL CONCRETE POLES

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Compressive strength at seven and twenty-eight days: Tests must be done at an independent ASTM/CSA approved laboratory.
- B. Pole design and supporting data shall be submitted to the owner with the proposal, except published standard designs, and shall include the following:
 - 1. General dimensions and weight of the pole.
 - 2. For the controlling load case, the ultimate moment capacity required and provided at grade.
 - 3. Maximum deflection at top of pole.
 - 4. Design deviations from specifications must be clearly stated in the proposal.
- C. After award of the contract and before proceeding with fabrication of the structure, the manufacturer shall submit to the Owner detail drawings. One set of these drawings will be returned to the manufacturer with an indication of approval or correction. All detail drawings shall be approved by the owner prior to fabrication. Each detail drawing shall include, as a minimum, the following information:
 - 1. Dimensions.
 - 2. Description and location of the steel reinforcement.
 - 3. Detensioning compressive design strength.
 - 4. Design 28-day compressive concrete strength.
 - 5. Size, description, quantity and location of all holes and hardware that are part of the structure.
 - 6. Weight and center of gravity of structure.
 - 7. Location of pick points and storage points.
 - 8. Pole identification plate location.
 - 9. Ultimate moment and cracking moment capacity.
- D. After award of the contract and before proceeding with fabrication of the structure, the manufacturer shall engage the Owner to select a color, texture and finish. The manufacturer shall provide the Owner with a representative sample meeting the color, finish and texture requirements agreed upon. See Section 2.8.I
- E. Delegated-Design Submittal: For precast, prestressed structural concrete indicated to comply with performance requirements and design criteria, including design calculations signed and sealed by the qualified professional engineer responsible for their preparation.
- F. Qualification Data: For fabricator.
- G. Welding certificates.
- H. Material Certificates: For the following:
 - 1. Cementitious materials.
 - 2. Reinforcing materials and prestressing tendons.
 - 3. Admixtures.
- I. Material Test Reports: For aggregates, by a qualified testing agency.

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- J. Source quality-control reports.

1.2 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm that assumes responsibility for engineering precast structural concrete units to comply with performance requirements. Responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer. Fabricator must be certified as a PCI-certified plant or meet the requirement for PCI plant certification.
- B. Manufacturers shall have at least 10 years' experience fabricating similar products.
- C. The manufacture and quality control of prestressed concrete members shall be in general compliance with applicable provisions of Precast/Prestressed Concrete Institute MNL-116, Manual for Quality Control for Plants and Production of Structural Precast Concrete Products.
- D. Prestressing force shall be determined by a gauging system that measures the force. When prestressing tendons are of a length that will provide accurate elongation measurements, the prestressing force should be checked by the strand elongations.
- E. Welded hardware and embedded items shall conform to AWS D1.1, AWS D1.4, and ASTM B240.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Comply with IEEE C2, "National Electrical Safety Code."
- H. Comply with NFPA 70.
- I. All material and workmanship shall be subject to inspection, examination, and testing for conformance to the requirements of this specification by the owner anytime and at all places, including material procurement, manufacturing, storage, transit, and at the structure site.
- J. Final inspection and acceptance of prestressed concrete poles shall be by the owner to verify conformance with plans and specifications.
- K. Mockup: After color and finish approval but before production of all poles, construct full-sized pole to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Fabricate a mockup pole for review and approval by the City of Rochester.
 - 2. Approval of mockup pole does not constitute approval of deviations from the Contract Documents contained in mockups unless the City of Rochester specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockup pole may become part of the completed Work.
- L. Basis of Rejection for Poles: The City may reject poles based on, but not limited to, the following criteria:
 - 1. Color.
 - 2. Size.
 - 3. Appearance (honeycombing and other small voids are considered basis for rejection).
 - 4. Poles that do not comply with acceptability requirements in PCI MNL-117, Quality Control for Plants and Production of Architectural Precast Concrete Products .

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1.3 COORDINATION

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to construction before starting that Work. Provide locations, setting diagrams, templates, instructions and directions, as required, for installation.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Precast, prestressed concrete members shall be lifted and supported during manufacturing, stockpiling, and transporting only at the lifting or support points as shown on the detail drawings.
- B. Transportation and site handling shall be performed with acceptable equipment and methods, and by qualified personnel.
- C. Poles shall be stored off the ground on suitable dunnage such that the pole will not have permanent deformation resulting from creep.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.
 - 1. Warranty Period for Poles: Repair or replace lighting poles and standards that fail in finish, materials, and workmanship within manufacturer's standard warranty period, but not less than five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Manufacturer shall have employed on their staff a licensed structural engineer and engage a qualified professional engineer registered in the State of New York to design precast structural concrete poles.
- B. Design Standards: Comply with applicable sections of ACI 318 and with design recommendations in PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete."
- C. Structural Performance: Provide precast, prestressed structural concrete poles and connections based on the following design criteria:
 - 1. The structures shall be designed by the strength method using load factors and strength reduction factors and shall comply with AASHTO LTS-5-M. The structures shall be checked for service conditions such as cracking load, handling, and deflection. The design procedures used shall be published methods accepted by the industry as good engineering practice. Acceptance of design through full-scale load testing may also be permitted provided supporting calculations are presented.

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2. Poles shall be designed to resist the following loads:
 - a. Dead Load: Weight of luminaire and its horizontal and vertical supports, lower devices, and supporting structure, applied as stated in AASHTO LTS-5-M.
 - b. Live Load: As stated in AASHTO LTS-5-M.
 - c. Ice Load: Load of 3 lbf/sq. ft., applied as stated in AASHTO LTS-5-M Ice Load Map.
 - d. Wind Load: Pressure of wind on pole and luminaire and banners and banner arms, calculated and applied as stated in AASHTO LTS-5-M.
 - 1) Basic wind speed for calculating wind load for poles is 100 mph.
 - a) Wind Importance Factor: 1.0.
 - b) Minimum Design Life: 25 years.
 - c) Velocity Conversion Factors: 1.0.
3. Strength Analysis: As stated in AASHTO LTS-5-M.
4. Loads caused by handling, transporting and erecting the pole shall be considered in the structure design. Poles shall be designed to withstand a one-point pick during installation and a two-point pick during horizontal handling and transporting, without exceeding the cracking moment capacity of the poles.
5. Secondary moments resulting from environmental or dead load deflections shall be considered.
6. The general structure configuration, dimensional requirements of attachment plates, brackets, holes and inserts shall be as shown on the concept drawings.
7. Handhole: Oval or rectangular-shaped, minimum clear opening of 2 ½ by 5 inches with cover secured by stainless-steel captive screws.
8. The design shall be based on a minimum 28-day concrete compressive strength of 7000 psi.
9. Spiral reinforcement shall be provided for the entire length of the poles. The ratio of the volume of spiral steel to concrete shall not be less than 0.1 percent. The pitch of the spiral shall not be greater than 4 in.. Additional spiral reinforcement may be required due to loading requirements or to confine the prestressing tendons at the pole ends and where prestressing steel continuity is changed.
10. Poles shall be centrifugally cast to form a uniform void to be used as a raceway.

2.2 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that provides continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 1. Mold-Release Agent: Commercially produced form-release agent that does not bond with, stain or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- B. Form Liners: Units of face design, texture, arrangement, and configuration indicated. Use with manufacturer's recommended form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- C. Surface Retarder: Chemical set retarder, capable of temporarily delaying final hardening of newly placed concrete mixture to depth of reveal specified.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 1. Portland Cement: ASTM C150, Type I or, II or III or Type 10SF with Silica Fume
 2. Fly Ash: ASTM C618, Class F.

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3. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33, Class 5S coarse aggregate or better, graded. Provide aggregates from a single source.
 1. Maximum Coarse-Aggregate Size: 1/2 in. nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Water: ASTM C 94/C 94M and potable.

2.4 STEEL REINFORCEMENT AND ACCESSORIES

- A. Reinforcing bars shall be deformed and conform to ASTM A615.
- B. Spiral wire shall conform to ASTM A82.
- C. Prestressing strands shall be uncoated seven-wire, or three-wire, low relaxation or stress relieved strand conforming to ASTM A416, Grade 250 or Grade 270.
- D. Prestressing wire shall be uncoated stress relieved wire conforming to ASTM A421.
- E. Threaded inserts shall be die-cast zinc alloy, stainless steel, or galvanized steel and conform to the following:
 1. Structural Steel: ASTM A36.
 2. Malleable Iron: ASTM A47.
 3. Zinc Alloy AC41A: ASTM 8240.
 4. Stainless Steel: ASTM A666.
- F. Hot-dipped galvanized steel hardware shall conform to ASTM A153.
- G. Name plates shall be non-corrosive, non-staining such as bronze, brass or aluminum and shall feature the following information:
 1. Mold identification.
 2. Date of manufacture.
 3. Manufacturer's name.
- H. Grout shall conform to the following:
 1. Portland cement, sand and water in proportions sufficient for placement and hydration.
 2. Non-shrink grout in premixed packages with non-ferrous aggregate.
 3. Epoxy-resin grout that consists of two-component mineral-filled epoxy-polysulfide.

2.5 ADMIXTURES

- A. General Admixture Requirements
 1. Concrete supplier and Contractor shall use manufacturer's product identified in this Section or submit an alternate manufacturer product for approval by the Engineer.
 2. All admixtures used in the concrete shall be produced by a single manufacturer.

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3. Concrete supplier and Contractor shall certify compatibility of all ingredients in each mix design. Use admixtures in strict accordance with the manufacturer's specifications.
 4. Concrete supplier and Contractor shall account for admixture volume in the concrete mix proportions in accordance with admixture manufacturer's specifications.
 5. Do not use calcium chloride or admixtures containing more than 0.1% chloride ions.
- B. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.
- C. Water-Reducing Admixture: ASTM C494, Type A.
- D. Water-Reducing and Retarding Admixture: ASTM C494, Type D
- E. Water-Reducing, Accelerating Admixture: ASTM C494, Type E.
- F. High Range Water-Reducing Admixture: ASTM C494, Type F or Type G.
- G. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.6 CONCRETE MIXTURE

- A. Design mixture may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast structural concrete fabricator's option.
1. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - a. Fly Ash: 25 percent.
 - b. Combined Fly Ash and Pozzolan: 25 percent.
 - c. Ground Granulated Blast-Furnace Slag: 50 percent.
 - d. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 - e. Silica Fume: 10 percent.
 - f. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 - g. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 2. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
 3. Admixtures: Use admixtures according to manufacturer's written instructions.
- B. Proportion normal-weight concrete mixture for concrete poles as follows:
1. Minimum Compressive Strength: 7000 psi at 28 days, verified by an independent CSA approved laboratory.
 2. Maximum Water-Cementitious Materials Ratio: 0.35.
 3. Course Aggregate: 1/2-inch nominal maximum aggregate size.
- C. Calcium chloride additives, other salts or materials releasing chloride ions shall not be permitted.

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2.7 MOLD FABRICATION

- A. Contractor shall be responsible for fabrication and maintenance of all molds required for production of poles as specified. Contractor may retain molds after project completion.
- B. Molds: Accurately construct mold, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of mold with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.
 - 1. Place form liners accurately to provide finished surface texture indicated. Provide solid backing and supports to maintain stability of liners during concrete placement. Coat form liner with form-release agent.

2.8 MANUFACTURE

- A. Poles shall have a uniform finish. Honeycombing or other small voids are unacceptable.
- B. Cure with wet steam for sufficient time to achieve a concrete release strength of 4350 psi. Do not transport poles until they have reached their 28-day strength.
- C. Fabricate poles with a hard, smooth, nonporous surface that is resistant to water, frost, and road and soil chemicals and that has a maximum water-absorption rate of 3 percent.
- D. Cast-in openings larger than 10 inches in any dimension. Do not drill or cut openings or prestressing strand without Engineer's approval.
- E. Cast nameplate into pole wall just below the flutes at approximately 1'-5" above ground line, listing manufacturer, date of manufacture and mold identification.
- F. Finish Texture: Smooth.
- G. Finish Color: The pole color, texture and finish shall be:
Stresscrete – Ash White
Sternberg – Alpine White
Ameron – 245I
Or approved equivalent
- H. Minimum concrete cover over spiral shall conform to the following:
 - 1. Spun poles: 5/8 in.
- I. The strands at the tip and butt ends shall be sealed with cement grout, epoxy or other suitable means.

2.9 Inserts shall be cast into the pole as detailed on the Drawings S-1.

2.10 STEEL TENON ADAPTERS

- A. Tenon adapters shall be fabricated from ASTM A36 steel plate and hot-dipped galvanized in accordance with ASTM A 123.

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City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

CONDITIONS OF BIDDING

- 1. Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
- 2. Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
- 3. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
- 4. Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
- 5. Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
- 6. Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.

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7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.

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14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.
18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars (\$3,500.00). If at any time, the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

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The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully

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complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.
- f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- l) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

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In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.
30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization

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signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

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36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.
37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
38. **Equal Employment Opportunities:**
- a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.
- b) Definitions:
1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
 2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.
- c) Compliance: The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:
- 1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

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2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

39. Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:

1. The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such nonsupport of fair employment.

40. Guarantee: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

41. Placing of Orders: Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. Provisions for Other Agencies: Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the

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City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.
44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

The Name of the Article and Stock Number (Supplier's)

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling

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and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.

48. **General Guaranty:** Contractor agrees to:

a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.

d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.

49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

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52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.
56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to

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be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

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NOTICE TO BIDDERS

Effective October 1, 1984, Section 38, Part a) of the General Conditions and Instructions to Bidders incorporated in this document has been amended to read:

38. Equal Opportunities:

- a) The City of Rochester, New York reaffirms its policy of equal opportunity in its commitment to require all contractors, lessors, vendors, and suppliers doing business with the City to follow a policy of equal opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs or activities. The City is including these policy statements in all bidding documents, contracts, and leases. Contractors, lessors, vendors, and suppliers shall agree to comply with State and Federal equal opportunity laws and regulations and Federal regulation 31 CFR Part 51 and shall submit documentation regarding equal opportunity upon the City's request.

Effective June 15, 1989, the General Condition and Instructions to Bidders incorporated in this document has been amended by the insertion of the following new section:

38(A). Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment

- 1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.
- 2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.