



PRINTED NAME OF BIDDER

PARKING LOT PAVEMENT REPAIR SERVICES

Invitation to Bid No. 400400 Issued: June 03, 2013

PURCHASING BUREAU CONTACT: Gary Tomaselli, Purchaser, 585-428-7224

BID OPENING: Wednesday, June 19, 2013 at 11:00 a.m.

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.

PRE-BID: Thursday, June 13, 2013, at 10:00 a.m., Room 122B

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: TERM CONTRACT, WITH OPTION TO EXTEND

Bid Deposit Requirement: \$500.00

Performance Security Requirement: \$500.00

Insurance Requirement: YES

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

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.

PARKING LOT PAVEMENT REPAIR SERVICES

1. SCOPE

- 1.1 It is the intent of the City of Rochester to establish a contract for Parking Lot Pavement Repair Services at various locations.
- 1.2 The Contractor shall be required to provide all labor, supervision, equipment, materials and supplies necessary for repair services required at various facilities owned, rented, leased, or otherwise controlled by the City of Rochester.

2. SPECIFICATIONS

Specifications are attached to this Invitation to Bid as Appendix B. All work must be performed in accordance with the specifications.

3. PRE-BID CONFERENCE

A Pre-Bid Conference will be held on Thursday, June 13, 2013, at 10:00 a.m., Room 122B City Hall. All prospective bidders are strongly urged to attend.

4. ADDITIONAL CONTRACT DOCUMENTS

- 4.1 The City of Rochester Department of Environmental Services "Standard Construction Contract Documents" dated November 1, 1991, shall apply except where modified by the specific wording in this bidding document.
- 4.2 The "Standard Construction Contract Documents" are now issued separately in a bound volume, to be used with the project. Bidders may purchase a bound volume of these "Standards" from the City of Rochester Purchasing Agent for \$25.00.
- 4.3 Standard specifications, NYSDOT, dated January 2, 1985.

5. QUALIFICATIONS OF BIDDER

- 5.1 At the time of bid opening, the bidder must present evidence of experience as a parking lot paving contractor for jobs equivalent to those of this contract and possession of the financial standing, plant, machinery and equipment adequate to handle this project. The bidder must provide a list of contract work performed within the last two (2) years. See Appendix C, Confidential Questionnaire.
- 5.2 The bidder must demonstrate the ability to perform the work of this contract, in the time frame specified, in addition to other concurrent work the bidder may have. The City of Rochester reserves the right, at its sole discretion, to reject any bidder who, on the basis of past experience, cannot adequately demonstrate the ability to perform this contract as specified, in terms of either quality of work or timeliness of work.

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6. QUANTITIES

The quantities which appear on the proposal pages represent the City's best estimate of the repairs which will be required during the term of the contract. No guarantee can be made, however, as to the actual quantities to be ordered, which may be substantially more or less than that amount. The contract will, therefore, be for the actual quantities as ordered.

7. CONTRACT TERM

- 7.1 The contract resulting from this bid shall commence on the date of the award (anticipated to be by or shortly after July 1, 2013) and run until October 31, 2014.
- 7.2 The contract may be extended for two (2) additional periods of one year or less, upon mutual agreement.

8. METHOD OF AWARD

- 8.1 Award will be made to the lowest responsive and responsible bidder based on the Total Bid Price.
- 8.2 In addition to the unit prices requested for the specific items needed for work to be performed on a typical work site, the City of Rochester is also requesting prices for non-specified on-site repairs that may be required throughout the term of the contract. There are no estimates for these items. (See Appendix D - Drawings)
- 8.3 Although these prices will not be used to determine the low bidder, the City reserves the right to reject any prices which they consider to be unreasonable. The City shall be under no obligation to have repairs performed by this Contractor.
- 8.4 The City of Rochester reserves the right, at its sole discretion, to reject any bidder who, on the basis of past experience, cannot adequately demonstrate the ability to perform this contract as specified, in terms of quality of work or timeliness of work.

9. REJECTION OF BIDS

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.

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

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.

PARKING LOT PAVEMENT REPAIR SERVICES

10. COMPLETION OF THE WORK

- 10.1 Orders for individual projects will be presented to the Contractor on an as needed basis.
- 10.2 Work shall be done in accordance with a schedule approved by the Project Manager such that operation of the individual facility is not impaired except as agreed to in writing or specified.
- 10.3 All work orders shall be completed within thirty (30) days of receipt.

11. BID SECURITY

- 11.1 Bid Security in the amount of \$500.00 shall be furnished with each bid. The security must be in cash, a certified check or cashier's check. Upon award, the bid security shall be retained as Performance Security.
- 11.2 The City will proceed against the Performance Security and use such proceeds to purchase any item and/or service on the open market which are not delivered within the time frames specified in the contract.
- 11.3 Failure to deliver or perform goods or services on time may result not only in loss of some or all of the Performance Security, but also in default of the contract.
- 11.4 The Performance Security will be retained during the entire term of the contract and any extensions. It will also be retained for a period of sixty (60) days following completion of the contract to insure that guarantees are met. The Performance Security, less amounts deducted during the contract, will be returned at that time. No interest will be paid on the security.

12. INSURANCE

- 12.1 The contractor shall procure and maintain at his own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents whether performed by him or his subcontractors.

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12.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten days' written notice has been given to the City Purchasing Agent. In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project. The kinds and amounts of insurance are as follows:

12.2.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage, covering all operations under the contract--whether performed by him or his subcontractors--for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

A. Workers' Compensation 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.

B. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

12.2.2 PROPERTY AND CASUALTY INSURANCE

A. CONTRACTOR'S COMPREHENSIVE 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 agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x., c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance.

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The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
Combined Single Limit
\$1,000,000

for all damages arising during the policy period.

- B. 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 AND PROPERTY DAMAGE LIABILITY
Combined Single Limit
\$1,000,000

13. LABOR STANDARDS REQUIREMENTS

13.1 COMPLIANCE WITH LABOR LAWS

- 13.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.
- 13.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment that the wage rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.
- 13.1.3 The contractor shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.
- 13.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

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13.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing work under this contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the State Commissioner of Labor pursuant to the New York Labor Law. The contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors thereunder except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

13.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed with the City of Rochester alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the City of Rochester has reason to believe that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty which may be imposed. The amounts withheld may be disbursed by the City of Rochester for and on account of the contractor or subcontractor to the respective employees to whom they are due.

14. PREVAILING WAGE RATES

14.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of these Contract Documents (see Appendix E). Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.

14.2 In the event that the prevailing rate of wages or supplements changes after the bids have been opened, or after the contract is let, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be transmitted to the contractor by the City. Each workman, laborer or mechanic shall be paid or provided not less than the new updated rates.

14.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in these documents.

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- 14.4 Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York, (585)428-7398.

15. 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:

- 15.1 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.
- 15.2 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.
- 15.3 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>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
R205.02	Asphalt Base Repair (Commercial)			
	0 - 25 sq. yd.	\$ _____	x 500 sq. yd.	= \$ _____
	26 - 75 sq. yd.	\$ _____	x 500 sq. yd.	= \$ _____
	76 - 124 sq. yd.	\$ _____	x 1000 sq. yd.	= \$ _____
	125 sq. yd. and over	\$ _____	x 500 sq. yd.	= \$ _____

For informational purposes only (not inclusive in Base Bid Amount):

\$ _____ per ton Crusher Run Stone x 2 ton = \$ _____

R205.02	Asphalt Resurfacing (Commercial)			
	0 - 25 sq. yd.	\$ _____	x 500 sq. yd.	= \$ _____
	26 - 75 sq. yd.	\$ _____	x 500 sq. yd.	= \$ _____
	76 - 124 sq. yd.	\$ _____	x 1000 sq. yd.	= \$ _____
	125 sq. yd. and over	\$ _____	x 500 sq. yd.	= \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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PARKING LOT PAVEMENT REPAIR SERVICES

PROPOSAL

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
R407.02	Asphalt Tack Coat			
	0 - 25 sq. yds.	\$ _____	x 500 sq. yd.	= \$ _____
	26 - 75 sq. yds.	\$ _____	x 500 sq. yd.	= \$ _____
	76 - 124 sq. yds.	\$ _____	x 1000 sq. yd.	= \$ _____
	125 sq. yd. and over	\$ _____	x 500 sq. yd.	= \$ _____
R408.01	Seal Coat (TWO COATS)			
	0 - 25 sq. yd.	\$ _____	x 500 sq. yd.	= \$ _____
	26 - 75 sq. yd.	\$ _____	x 500 sq. yd.	= \$ _____
	76 - 124 sq. yd.	\$ _____	x 1000 sq. yd.	= \$ _____
	125 sq. yd. and over	\$ _____	x 500 sq. yd.	= \$ _____
R633.05RS	Polypropylene Fiber-Reinforced Asphalt Cement Sealant			
	0 - 50 l.f.	\$ _____	x 500 l.f.	= \$ _____
	51 - 200 l.f.	\$ _____	x 500 l.f.	= \$ _____
	201-500 l.f.	\$ _____	x 1000 l.f.	= \$ _____
	501 l.f. and over	\$ _____	x 500 l.f.	= \$ _____

Authorized Signature Typed Name and Title of Authorized Signer

Typed Name of Company

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PROPOSAL

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
R640.02	Pavement Marking Paint (TWO COATS)			
A. Yellow Paint Pavement Stripes				
	0 - 20 l.f.	\$ _____	x 500 l.f. =	\$ _____
	21 - 200 l.f.	\$ _____	x 500 l.f. =	\$ _____
	201- 500 l.f.	\$ _____	x 1000 l.f. =	\$ _____
	501 l.f. and over	\$ _____	x 500 l.f. =	\$ _____
B. Yellow Paint Pavement Letters				
		\$ _____	x 100 each =	\$ _____
C. Yellow Paint Pavement Symbols				
		\$ _____	x 100 each =	\$ _____
				TOTAL BID PRICE \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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**NON-SPECIFIED REPAIR PRICES
(INFORMATIONAL ONLY)**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>	<u>AMOUNT</u>
A-1	SIDEWALK CURB RAMP TYPE "A"	EACH	\$ _____
A-2	SIDEWALK CURB RAMP TYPE "B"	EACH	\$ _____
A-3	CURB RAMP DETAIL TYPE "C"	EACH	\$ _____
A-4	PARKING POLE MOUNTED SIGNS TYPE: 1	EACH	\$ _____
A-5	PARKING POLE MOUNTED SIGNS TYPE: 2	EACH	\$ _____
A-6	STONE CURB REPLACEMENT	PER LINEAR FT.	\$ _____
A-7	STEEL BOLLARD	EACH	\$ _____
A-8	PARKING POLE MOUNTED SIGNS TYPE: 1	EACH	\$ _____
A-9	PARKING POLE MOUNTED SIGNS TYPE: 1	EACH	\$ _____
A-10	CATCH BASIN TYPE "A"	EACH	\$ _____
	TYPE "B"	EACH	\$ _____
A-11	SHALLOW DEPTH CATCH BASIN	EACH	\$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 12)

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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 ID No.

E-mail address of recipient of contract awards and extensions

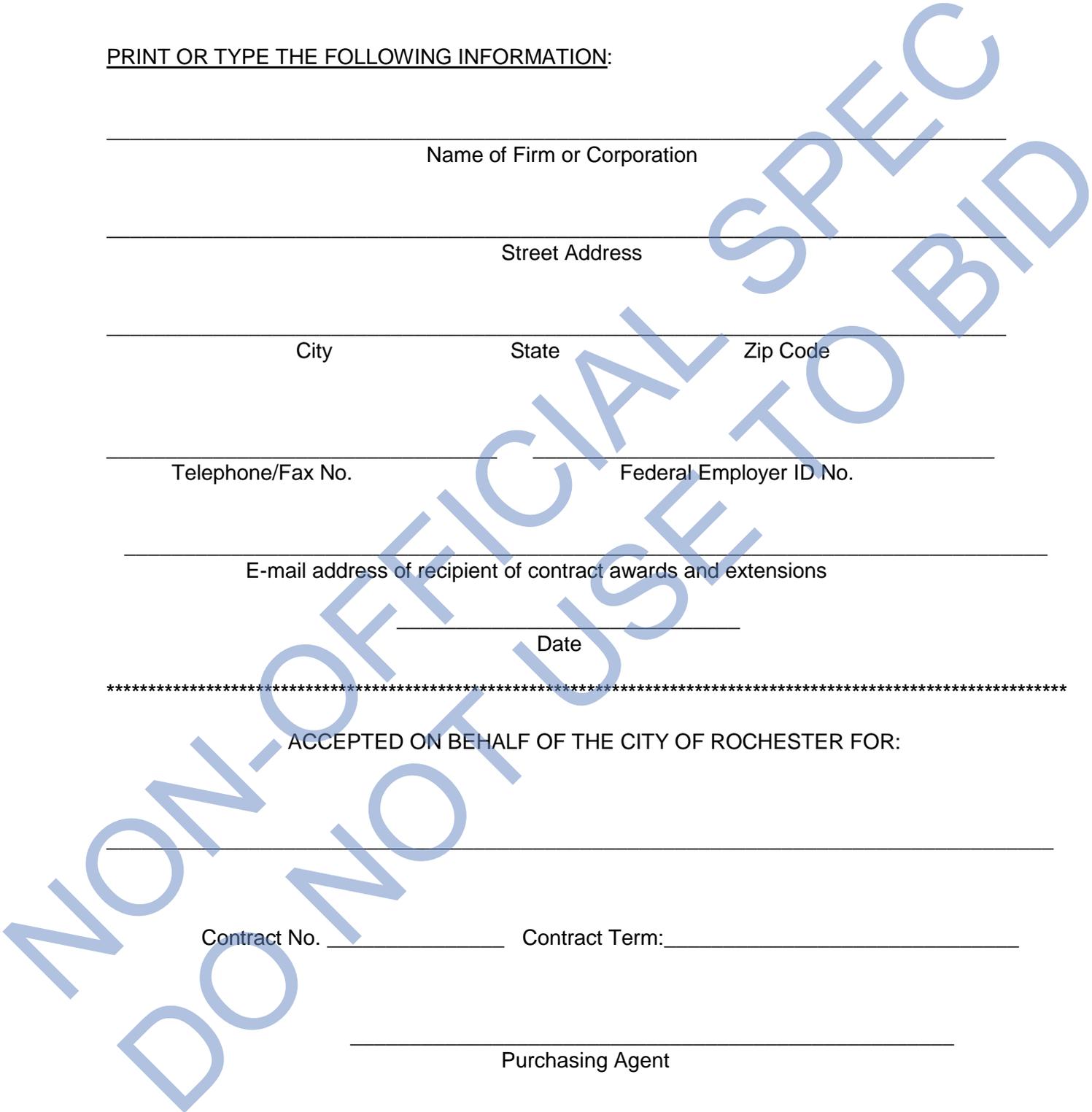
Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____



PARKING LOT PAVEMENT REPAIR SERVICES

APPENDIX "A"

MODIFICATIONS TO THE GENERAL CONSTRUCTION CONTRACT DOCUMENTS

Asphalt Price Adjustment

Be advised that should the New York State Base Index stated herein be different than that of New York State, we will amend ours to match.

The price adjustments will be based on the average of the F.O.B. terminal price per ton for AC-10 or AC-20 asphalt cement (base average F.O.B. terminal price) at the following locations:

CHEVRON	-	Perth Amboy, NJ
CHEVRON	-	Troy, NY
CITCO	-	Bayonne, NJ
CITCO	-	Albany, NY
MARATHON	-	Tonawanda, NY
UNITED REFINERY	-	Warren, PA
UNITED REFINERY	-	Buffalo, NY
UNITED REFINERY	-	Rochester, NY

The **APRIL 2009** average refinery price is **\$406.00**.

*NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price will be used in establishing the new F.O.B. terminal price. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal price posted on the third Wednesday of every month known as the "Adjustment Date." Price adjustments, in accordance with the formula below, will be in effect for deliveries made on or after the first of the month following the adjustment date.

The unit prices of bituminous materials purchased under this contract will be subject to adjustment based on the following formula:

$$\begin{array}{rcl}
 \text{New Average F.O.B. Terminal Price} & & \\
 (\text{\$}) \quad \text{Base Average Terminal Price} & & \\
 (\text{\$}) \quad 235 & & \\
 \times \quad \text{Total Asphalt Content of Sealant \%} & & \\
 = \quad \text{Price Adjustment (per gallon)} & &
 \end{array}$$

New Average F.O.B. Terminal Price:

The average price for Ac-10 or AC-20 asphalt cement at the above eight (8) locations as published on the third Wednesday of the month.

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APPENDIX "B"

SPECIFICATIONS

PARKING LOT PAVEMENT REPAIR SERVICES

NON-OFFICIAL SPEC
DO NOT USE TO BID

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SPECIFICATION SECTION R205 PAVEMENT REPAIRS

1.00 GENERAL

Work under this shall conform to the requirements of Section R205 of the Standard Specifications with the following modifications.

1.01 DESCRIPTION

Under this item the Contractor shall excavate, remove, dispose of, and reconstruct sections of pavement and resurface asphalt in accordance with the plans and/or specifications as directed by the Project Manager.

1.02 MATERIALS

Select Granular fill shall meet the requirements of Section R203.

Asphalt Materials shall meet the requirements of Section R205.

2.00 METHOD

In areas where the existing pavement has failed, the Project Manager may order the replacement of the deteriorated pavement prior to the resurfacing of the asphalted parking area lots.

The contractor shall remove excavated material to a sufficient depth minimum 7" below existing pavement to eliminate the area base failure. The base bid shall include all necessary excavation and a 5-1/2" base replacement.

The work limits of removal shall be set by the Project Manager. No payment will be made for pavement replacement outside these limits.

In excavating material from the area to be replaced; the Contractor shall remove the material to neat lines and the cut should be clean and dry and shaped so that a square shoulder in the direction of traffic is provided against which the patch should be placed.

2.02 ASPHALT BASE FAILURE REPAIR

The placement of select granular fill to bring the sub-base grade to a point of 6-1/2" below existing pavement surface.

Backfilling of the cavity shall consist of one (1) 3" lift asphalt base course placed over the existing sub-base One (1) 2" lift of binder and 2" of top coat.

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SPECIFICATIONS SECTION R205 PAVEMENT REPAIRS

2.03 ASPHALT OVERLAY

Contractor shall prepare existing sunken/deteriorated asphalt area by the following:

1. Oversize the deteriorated/sunken area x 1 ft. all around and saw cut a joint of the area.
2. Remove a 2" wide x ½" deep strip of material within the marked perimeter area.
3. Tack-coat area (vertical/horizontal surfaces) to be resurfaced and place as required lifts of 2" Asphalt surfacing material (top-coat) over existing. Limit shall be two (2) lifts to achieve level of adjoining surface.

2.04 COMPACTION

All backfill material, including asphalt base, binder and overlay asphalt, shall be properly compacted by methods approved by the Project Manager. For small areas, the Contractor shall use either a hand operated vibrating tamper or a power jumping jack for compaction purposes. Any other methods must be approved by the Project Manager.

2.05 MEASUREMENT

The quantity to be measured for payment shall be the number of square yards of base repair or overlay in place, within the limits set by the Project Manager.

3.00 PAYMENT

3.01 GENERAL

- A. Asphalt Base Repair & Asphalt Overlay: The unit price bid per square yard shall include the cost of furnishing all labor, material and equipment necessary to complete the work including excavation and disposal, furnishing, placement and compaction of the select granular fill, asphalt base course, and binder work, and asphalt overlay all in accordance with the directions of the Project Manager. The contractor may with the Project Manager's approval substitute asphalt binder material for asphalt base material at no additional cost to the City.

Payment will be made under:

<u>ITEM NO</u>	<u>ITEM</u>	<u>PAY UNIT</u>
R205.02	Asphalt Base Repair/asphalt overlay (Commercial)	Sq. Yd.
	Asphalt Overlay (Commercial)	Sq. Yd.

END OF SECTION

400400

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SPECIFICATIONS SECTION R407 TACK COAT

1.00 GENERAL

The work shall conform to the requirements of NYSDOT Section 702 with the following modifications.

1.01 MATERIALS

The bituminous material shall meet the requirement of the following material designations:

Asphalt Emulsion for Tack Coat 702-90

The rate of application shall be from .05 to 2.0 gallons per square yard, with uniform pressure and with an allowable variation from any specified rate not to exceed .02 gallons per square yard.

2.00 APPLICATION OF BITUMINOUS MATERIAL

The tack coat shall be uniformly applied by a pressure distributor to a prepared, clean and dry pavement, and with temperature to be above 45°F.

2.01 METHOD OF MEASUREMENT

The quantity to be paid for will be the number of square yards of surface satisfactorily covered with the bituminous material.

3.00 BASIS OF PAYMENT

3.01 CLEANING OF EXISTING SURFACES

The unit price bid for Work under this section shall include the cost of cleaning all existing surfaces prior to application of tack coat material. Cleaning of surfaces shall conform to the requirements of Item 633 except that no separate payment will be made unless indicated in the Contract Documents.

3.02 PAYMENT WILL BE MADE UNDER

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
407.02	Tack Coat	Square Yards

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SPECIFICATIONS SECTION R408 COATING BITUMINOUS PAVEMENT

1.00 DESCRIPTION

The work shall consist of applying a coal tar pitch emulsion for coating bituminous pavements as shown on the plans and as directed by the Project Manager.

2.00 MATERIALS

2.01 GENERAL

The material shall be homogenous and show no separation or coagulation of components that cannot be overcome by moderate stirring. It shall be capable of application and complete coverage by squeegee, brush, or by approved mechanical methods, to the surface of bituminous pavements at a spreading rate of 1.5 to 2.5 gallons per 100 square feet in two coats. The emulsion shall be prepared from straight run high temperature coke oven tar. Petroleum tar and oil, and water gas tars shall not be used.

2.02 CHEMICAL AND PHYSICAL REQUIREMENTS

A. General

The material shall conform to the following requirements:

<u>Requirements</u>	<u>Specifications</u>	
	<u>Maximum Percent</u>	<u>Minimum Percent</u>
Water	53	--
Nonvolatile	—	47
Ash of Non-volatiles	40	30
Solubility of Non-volatiles in CS ₂	—	20
Specific Gravity at 75°F	—	1.2

2.03 MATERIAL CHARACTERISTICS

1. The coating shall exhibit "final set" in not more than 8 hours.
2. Adhesion and Resistance to Kerosene; the cured coating shall exhibit no penetration or loss of adhesion.
3. Adhesion and Resistance to Water; the cured coating shall exhibit no blistering, loss of adhesion, or tendency to re-emulsify.
4. Resistance to Heat. The cured coating shall show no sign of blistering, sagging, or slipping when heated at 175°F, for 2 hours.

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SPECIFICATIONS SECTION R408 COATING BITUMINOUS PAVEMENT

5. Flexibility. The cured coating shall show no flaking, cracking, or loss of adhesion to the surface.
6. Resistance to Impact. The coating shall exhibit no chipping, flaking, cracking, or loss of adhesion extending more than 1/4 inch beyond the periphery of the areas of impact. This requirement may be waived at the discretion of the Project Manager, provided the supplier can furnish a certification of satisfactory field performance record of not less than 3 years.
7. Resistance to Volatilization. Resistance to volatilization shall be determined in accordance with ASTM D1010, except that heated in an oven at 520°F for 30 minutes. The loss in weight shall not exceed 10 percent.
8. Wet Film Continuity. Emulsion, when wet, shall be uniformly smooth, non-granular consistency free from coarse particles.

2.04 TEST AND CONTROL METHODS

Material tests and quality control pertaining to the work of this section will be performed with the requirements of ASTM D1010, D466, D529, and D244.

3.00 CONSTRUCTION DETAILS

Cleaning & Preparation Work:

Existing area shall be thoroughly cleaned by use of hand brooms or mechanical sweepers and all existing cracks shall be cleaned and filled per NYSDOT Section 633.

Emulsion shall be applied per manufacturer's recommendations, and as approved by the Project Manager.

3.01 METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of square yards of surface area coated.

4.00 BASIS OF PAYMENT

The unit price bid per square yard shall include the cost of: furnishing and applying the emulsion; cleaning existing pavement; filling existing cracks; and furnishing all labor, material and equipment necessary to complete the work.

Payment shall be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
R408.01	Seal Coat	Square Yard

END OF SECTION

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PARKING LOT PAVEMENT REPAIR SERVICES

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SPECIFICATIONS SECTION 633 RS CONDITIONING EXISTING PAVEMENT

1.00 GENERAL

The work shall conform to the requirements of NYSDOT Section 633. All sealant shall be a fiber reinforced asphalt cement. The Contractor shall provide a listing of municipal and/or private projects where installation of asphalt cement sealant has occurred over the last two years. Before beginning the work the contractor will be required to demonstrate to the satisfaction of the Project Manager his ability to mix and apply the fiber reinforced asphalt sealant in accordance with this specification.

1.01 DESCRIPTION

The work to be done shall consist of performing all operations and furnishing all labor, equipment and materials for cleaning and sealing miscellaneous cracks and joints in the pavement using asphalt reinforced with polypropylene fiber. Each surface shall be inspected by the Project Manager and Contractor prior to any crack sealing to determine which area will require this item. The work shall commence within seven days from receipt of order to seal.

1.02 MATERIALS

The materials used shall meet the following requirements:

- A. Asphalt cement shall be paving grade asphalt with a material designation 702-0500 of the New York State Department of Transportation Specifications with a viscosity grade of AC-20.
- B. The fibers shall meet the following requirements:
 - 1. Material - Polypropylene
 - 2. Length - 10 mm ± 2mm
 - 3. Tensile Strength - 40,000 P.S.I. (pounds per sq. in.) minimum
 - 4. Specific Gravity 0.91
 - 5. Melt Temperature - 320_F degree F minimum
 - 6. Elongation - 100% minimum
 - 7. Denier - 15 ± 2
- C. The asphalt cement and fiber proportion shall be based on weight. The weight of the polypropylene fibers added to the asphalt cement shall be a minimum of 7% of the weight of the raw asphalt cement.
- D. Blotting material: Sprinkle dry sand to prevent pick-up by traffic.
- E. CERTIFICATION: Certifications for fibers and asphalt cements are required. Fibers must be delivered in original sealed wrapping and product specifications shall be clearly marked. Grade of asphalt cement shall be clearly stated on the delivery tickets. The supplier shall certify asphalt cement grade. Delivery tickets must show net weight of asphalt cement.

PARKING LOT PAVEMENT REPAIR SERVICES

Page 2 of 3

SPECIFICATIONS SECTION 633 RS CONDITIONING EXISTING PAVEMENT

1.03 CONSTRUCTION DETAILS

- A. **SURFACE PREPARATION:** The sealant shall be applied only when the joints and cracks and adjacent pavement surfaces are dry and free of dirt, vegetation, loose material, debris and loose sealant. Joints and cracks and adjacent pavement surfaces shall be cleaned with brooms and compressed air minimum 80 p.s.i. joints and cracks in excess of 1 (one) inch width shall be repaired by other methods as directed by Project Manager.
- B. **PREPARATION OF ASPHALT FIBER MIXTURE:** The sealant shall be mixed in a double jacketed kettle equipped with an agitator and re-circulating pump. The mixing unit shall be capable of maintaining the specified mixing temperature. Fibers must be thoroughly coated.
- C. **MIXING TEMPERATURE.** The fiber reinforced asphalt cement shall be mixed at the temperatures recommended by the fiber manufacturers but shall not exceed 275° DEGREES F.
- D. **EQUIPMENT:** The asphalt kettle shall be a double jacket kettle with asphalt cement heated by transfer oil. The asphalt kettle shall be equipped with full sweep agitator, a 2-in. hot-asphalt pump or equivalent, automatic temperature control and an internal - recirculation line. A steel dip stick graduated in inches for measuring volumes within the asphalt kettle shall be provided along with a certified calibration chart showing volume conversions from asphalt depth measurements.
- E. **APPLICATION OF SEALANT:** The pavement surface temperature shall be a minimum of 50 degrees F during application. The sealant shall be pumped directly into the crack or joint from the mixing unit. The mixing unit shall have a distributor wand with a pancake design applicator specifically designed to apply the sealant under pressure which compresses the sealant onto the pavement surface. Applicator shall have a concave section. The sealant shall overlap the crack at the pavement surface. The finished height of the sealant above the pavement surface shall be 1/8" to 3/16" (inch).
- F. **BLOTTING MATERIAL:** Blotting with fine aggregate shall directly follow the bituminous material application.
- G. **ROLLING:** Joint sealant shall be rolled within one half hour after placement. Roller shall be a self propelled static rider roller weighing a minimum of 1,000 pounds.
- H. **DEMONSTRATION:** Before beginning the work the contractor will be required to demonstrate to the satisfaction of the Project Manager his ability to mix and apply sealant, in accordance with this specification.
- I. **MAINTENANCE AND PROJECTING TRAFFIC:** The Contractor shall be responsible for the maintenance and protection of the area where work occurred for a period of 24 hours. Temporary "no parking" signs shall be provided by the Contractor. Placement of signed parking lot enclosures will be approved by the Project Manager on per job basis.

PARKING LOT PAVEMENT REPAIR SERVICES

SPECIFICATIONS SECTION 633 RS CONDITIONING EXISTING PAVEMENT

1.04 METHOD OF MEASUREMENT

The quantity to be paid shall be the installed number of lineal feet of asphalt cement applied to the surface area. The gallons will be calculated from net weight of asphalt cement used within the fiber reinforced asphalt sealant. Gallonage is determined from net weight of asphalt cement given on delivery tickets and verified by measurements of asphalt cement volumes in the asphalt kettle prior to the additional of fibers. Delivery tickets must show the asphalt cement weight in pounds and specific gravity of the material at 60° F. Verification of asphalt cement within the kettle will be measured with a steel dip stick graduated in inches. The depth in inches of asphalt cement shall then be converted to gallons using the calibration chart for that asphalt kettle. The quantities of asphalt cement must be confirmed by the Project Manager before work begins. No payment will be made for wasted material. Measurement of waste material will be by the gallon as discharged in its mixed form from the asphalt kettle.

1.05 BASIS OF PAYMENT

The unit price bid shall include the cost of all maintenance and protection of traffic, labor, equipment and materials necessary to complete the work. Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNITS</u>
633.05RS	Polypropylene Fiber Reinforced Asphalt Cement Sealant	Linear Feet

PARKING LOT PAVEMENT REPAIR SERVICES

Page 1 of 1

SPECIFICATIONS SECTION 640 R PAVEMENT MARKING PAINT

1.00 GENERAL

The work shall conform to the requirements of NYSDOT Section 640 with the following modifications.

1.01 DESCRIPTION

Under this work the contractor shall furnish and apply Type I pavement marking paint at pavement letter, pavement symbols and pavement stripes at the locations and in accordance with patterns indicated on the contract plans or as ordered by the Project Manager, and in accordance with these specifications.

2.00 CONSTRUCTION DETAILS

The Contractor shall be responsible for the cleaning of the pavement to the satisfaction of the Project Manager, of dirt, dust or grease and other foreign material that may be detrimental to the adhesion of the paint film.

The paint shall be mixed per manufacturer's specifications. Thickness of film application to pavement 51 mm.

Paint weight per gallon shall not weigh less than 11.4 lbs/gallon.

2.01 METHOD OF PAYMENT

Pavement striping will be measured in linear feet along the center line of pavement stripe and shall be based on a 4" wide stripe.

3.00 BASIS OF PAYMENTS

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
640.02	Yellow Paint Pavement Stripes	Linear Foot
	Yellow Paint Pavement Letters	Each
	Yellow Paint Pavement Symbols	Each

END OF SECTION

400400

PARKING LOT PAVEMENT REPAIR SERVICES

APPENDIX "C"

CONFIDENTIAL QUESTIONNAIRE

(TO BE COMPLETED ONLY IF REQUESTED BY THE CITY ENGINEER OR PURCHASING AGENT)

STATEMENT OF BIDDER'S QUALIFICATION

All questions must be answered and the date shown must be clear and comprehensive. This questionnaire must be notarized. The person signing this questionnaire certifies the truth and accuracy of all statements and of all answers to questions made hereinafter. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

PRINT OR TYPE ALL INFORMATION EXCEPT FOR SIGNATURES.

Project Title: _____

Name of Bidder to be qualified: _____

Address: _____

Telephone: _____

1. The Bidder is a (check one): ___ Individual; ___ Partnership; ___ Corporation
Incorporated in the State of _____; ___ joint venture
consisting of _____

2. List the names of all officers of your firm or corporation and the principal stockholders:

PARKING LOT PAVEMENT REPAIR SERVICES

3. What is the dollar value of the largest contract that you have been awarded and completed within the last five (5) years? Also include the name of the job, where it was located, for whom it was done, and the name and telephone number of references. (Attach additional sheets if more space is needed.)

4. Are you engaged in any other contract work at the present time?
Yes _____ No _____

If "Yes", complete the information required below and give the total value of work now under contract. Total value of all work presently under contract and value of uncompleted parts of the work as of the date of filing is:

Total Value: \$ _____; Uncompleted to date: \$ _____

In the event that you are not engaged in any work at present, furnish names and telephone numbers of at least three (3) references concerning your past experience.

Name of Project _____ Bid Price \$ _____

Client _____ Estimated completion date _____

Name of Project _____ Bid Price \$ _____

Client _____ Estimated completion date _____

Name of Project _____ Bid Price \$ _____

Client _____ Estimated completion date _____

Name of Project _____ Bid Price \$ _____

Client _____ Estimated completion date _____

5. Has your firm or corporation or any members of the firm or corporation been involved in any of the following within the last three (3) years?
Yes _____ No _____

- a) Assessment of liquidated damages
- b) Default on a contract
- c) Denial of award of contract by any public agency
- d) Ineligibility to bid on any public contract
- e) Assignment of monies earned under a contract

PARKING LOT PAVEMENT REPAIR SERVICES

If "Yes," explain in detail: _____

6. Have you necessary financial resources to undertake this Project without dependence on guarantee or bank credit? Yes _____ No _____. If "No," explain _____

7. Do you intend to make an assignment of the monies due under this Contract? Yes ____ No _____. If "Yes," what bank? _____

8. In what manner have you inspected this Project? Explain in detail: _____

9. Please give the names and experience of personnel who will handle your field work on this Project.

Project Superintendent: _____

Others: _____

10. What work will you perform onsite and with your own forces? (Indicate here major items of work and dollar value of items listed.)

Item

Dollar Value

PARKING LOT PAVEMENT REPAIR SERVICES

- 11. What percentage of the entire job will you do with your own forces? _____%
- 12. How many of your own workman do you have available for this Project? _____
- 13. If you will be using a bonding company other than the company which supplied your Bid Bond, please identify.

- 14. What part of the Work do you plan on subletting (indicate here major items of Work and dollar value of the items listed)?

Item of Work _____ Value: \$ _____

Name of Subcontractor _____

Address _____

Item of Work _____ Value: \$ _____

Name of Subcontractor _____

Address _____

Item of Work _____ Value: \$ _____

Name of Subcontractor _____

Address _____

Item of Work _____ Value: \$ _____

Name of Subcontractor _____

Address _____

- 15. What percentage of the dollar value of the entire job does this represent? _____%

- 16. List below the number and types of construction equipment, in good working condition, which is owned by you and will be used for this Project:

PARKING LOT PAVEMENT REPAIR SERVICES

<u>Type</u>	<u>Number</u>	<u>Age of Equipment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

17. What type of equipment will you rent to perform the Work required for this Contract?

18. Remarks that applicant believes are appropriate:

Dated on _____ this _____ day of _____ 20_____.

(Corporate Seal)

Name of Bidder

By: _____

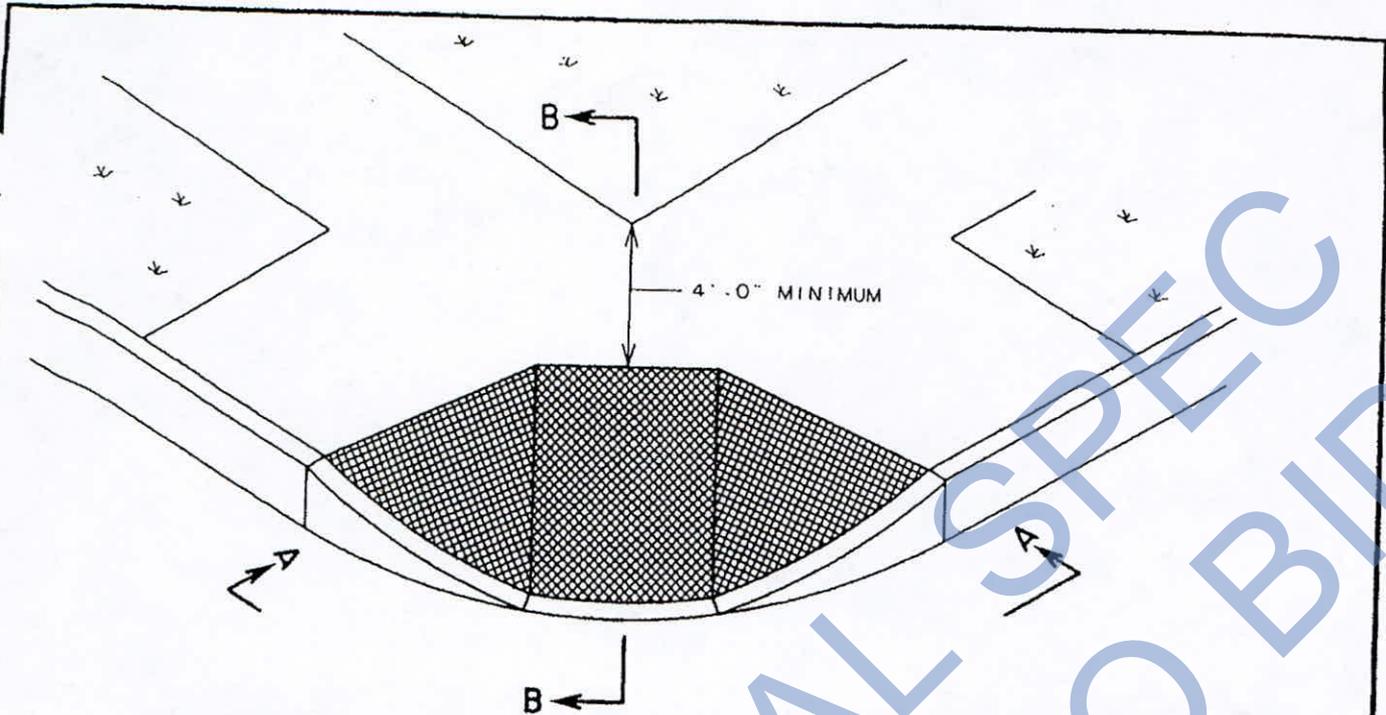
Title: _____

PARKING LOT PAVEMENT REPAIR SERVICES

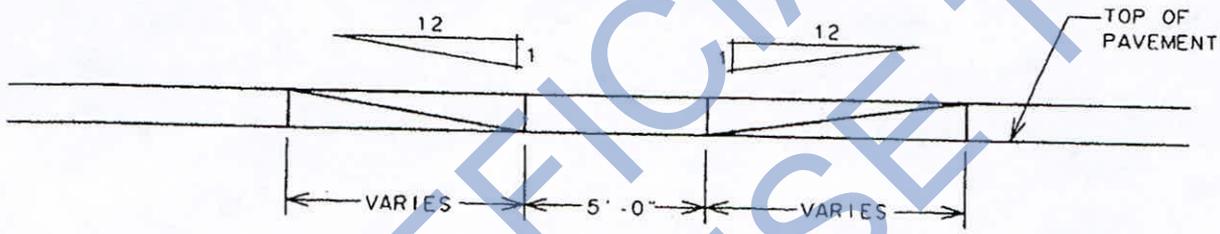
APPENDIX "D"

DRAWINGS

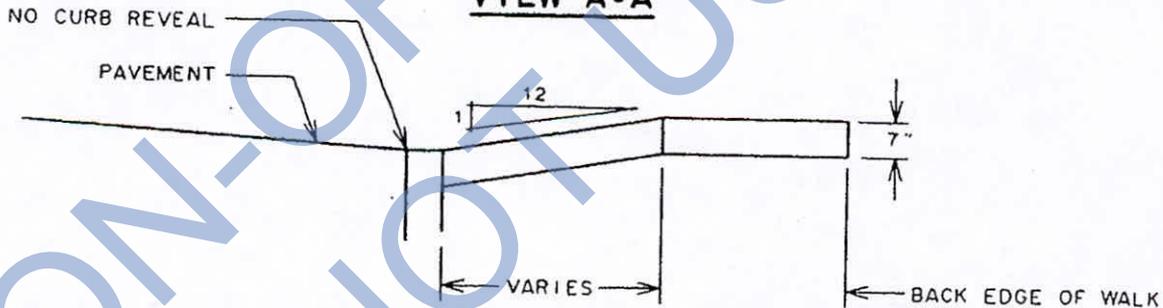
R608-1	Sidewalk Ramp Type "A"
R608-2	Sidewalk Ramp Type "B"
R608-3	Sidewalk Ramp Type "C"
R608-4	Sidewalk Ramp Type "D"
S608-11	Sidewalk Ramp Type "E"
R608-5	Driveways
R608-7	Asphalt Driveways
R609-4	Stone Curb Replacement
R615-1	Steel Bollard
A-4	Parking Pole Mounted Sign Type #1
A-5	Parking Pole Mounted Sign Type #2
R604-1	Catch Basins Type "A" and "B"
S604-1	Shallow Depth Catch Basin



TYPE A RAMP ISOMETRIC



VIEW A-A



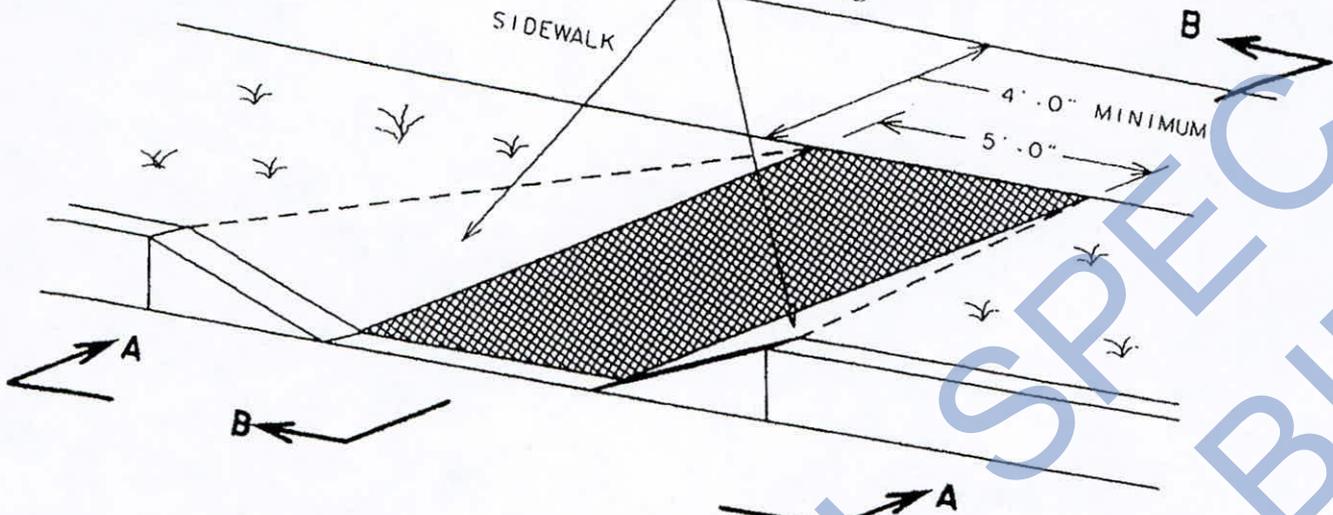
NOTES:

SECTION B-B

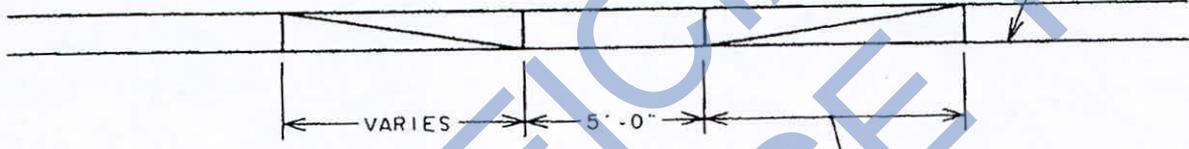
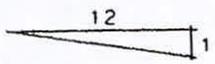
1. THE MAXIMUM SLOPE OF A SIDEWALK RAMP IS 1:12. IF SPACE LIMITATIONS ON EXISTING SITES PROHIBIT THE USE OF 1:12, THE FOLLOWING SLOPES AND RISES MAY BE USED:
 - A. STEEPER THAN 1:12 (8.33%), BUT NO STEEPER THAN 1:10 (10%) 6" MAXIMUM RISE, 5' MAXIMUM RUN.
 - B. STEEPER THAN 1:10 (10%) BUT NO STEEPER THAN 1:8 (12.5%) 3" MAXIMUM RISE, 2' MAXIMUM RUN.
 - C. A SLOPE STEEPER THAN 1:8 (12.5%) IS NOT ALLOWED.
2. THE SURFACE OF ALL SIDEWALK RAMP IS TO BE STABLE, FIRM, AND SLIP-RESISTANT. (i.e. COARSE BROOM FINISH PERPENDICULAR TO THE RAMP SLOPE IS ACCEPTABLE)
3. SIDEWALK RAMP AND LANDING PAD IS TO BE 7" THICK.

CITY OF ROCHESTER		
SIDEWALK RAMP TYPE A		
ISSUED	9-2-91	STD. DWG.
REVISED	2-16-95	NO. R608-1

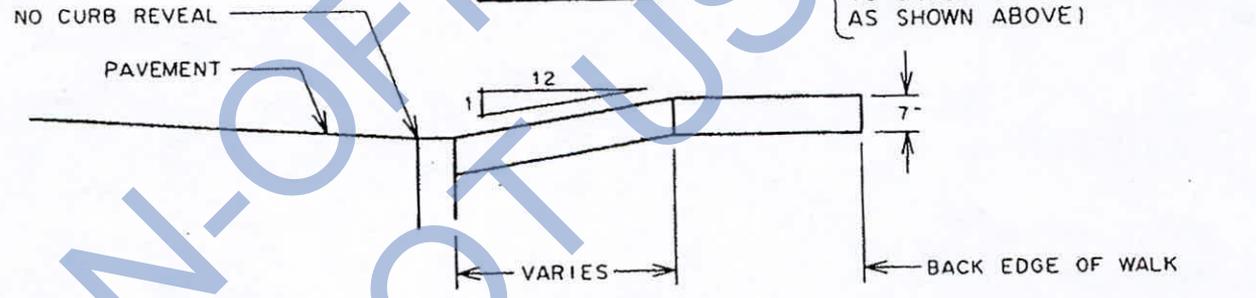
THIS AREA MAY BE EITHER CONCRETE OR GRASS WHEN ADJACENT TO GRASS AREA



TYPE B RAMP ISOMETRIC



VIEW A-A

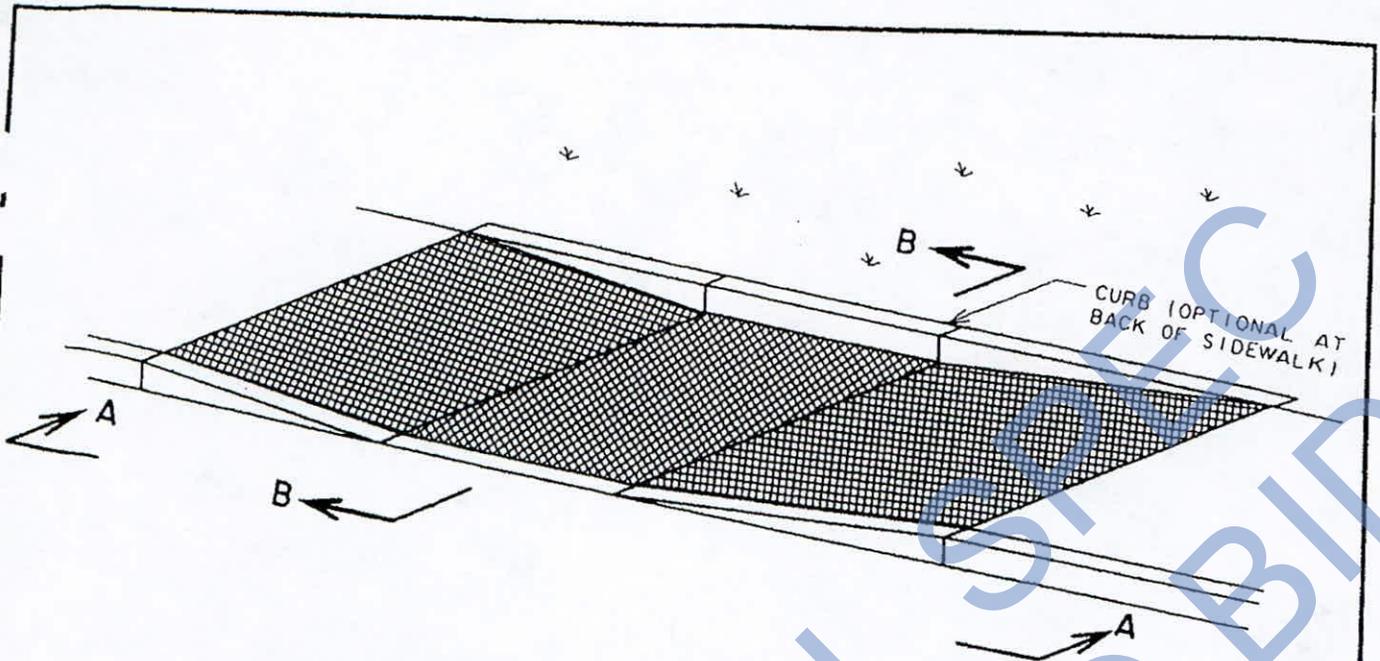


SECTION B-B

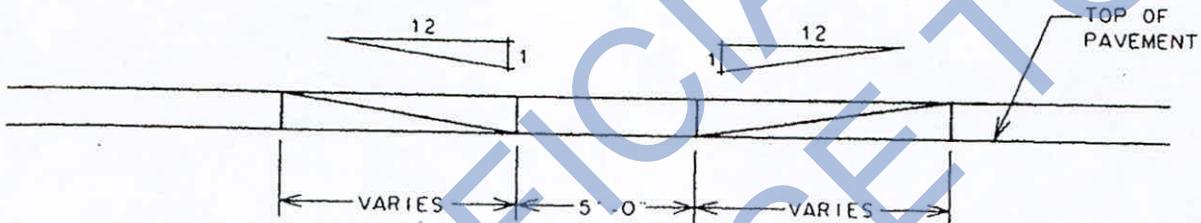
NOTES:

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 - C. A SLOPE STEEPER THAN 1:8 (12.5%) IS NOT ALLOWED.
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3. SIDEWALK RAMP AND LANDING PAD IS TO BE 7" THICK.

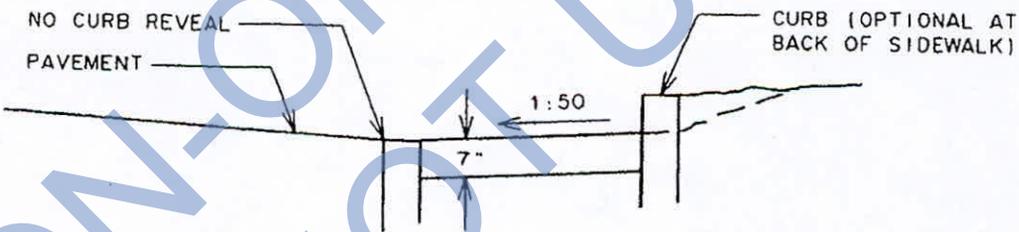
CITY OF ROCHESTER	
SIDEWALK RAMP TYPE B	
ISSUED	9-2-91
REVISED	4-3-95
STD. DWG.	NO. R608-2



TYPE C RAMP ISOMETRIC



VIEW A-A

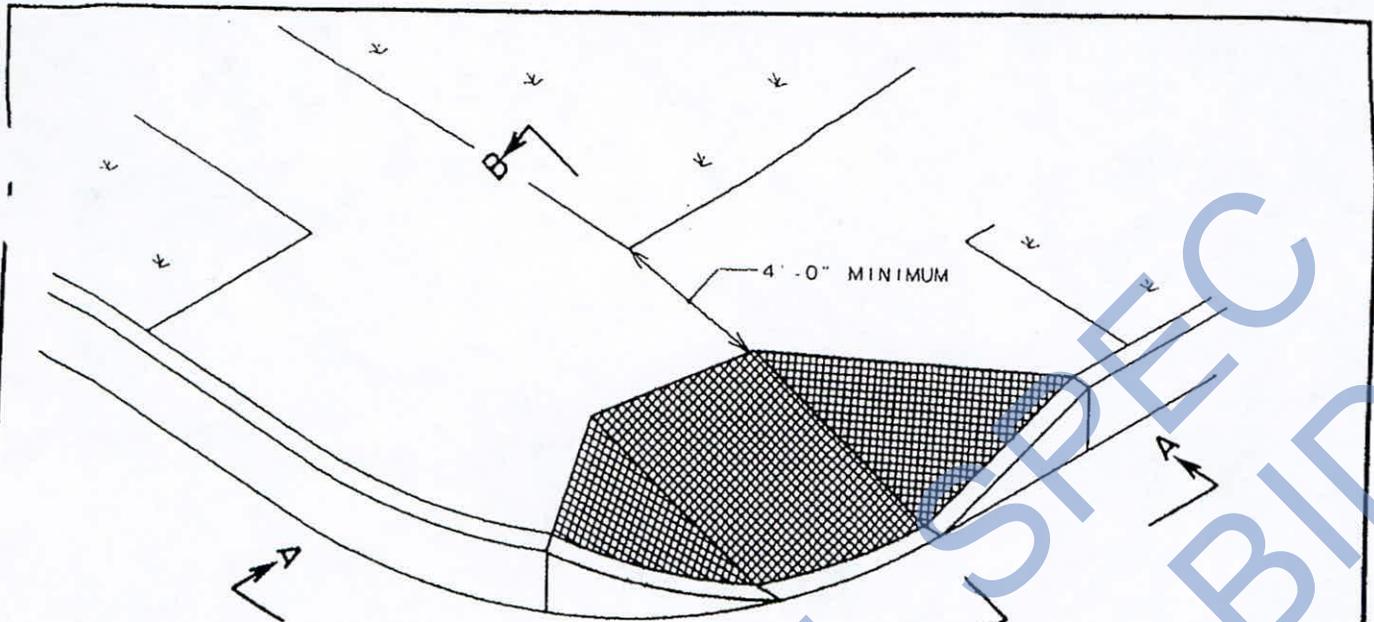


SECTION B-B

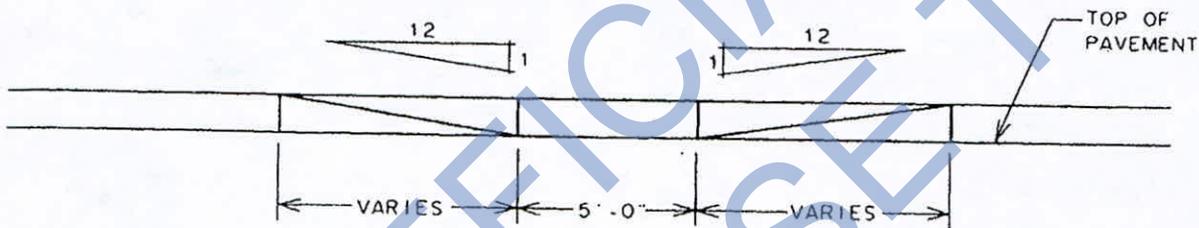
NOTES:

1. THE MAXIMUM SLOPE OF A SIDEWALK RAMP IS 1:12
2. THE SURFACE OF ALL SIDEWALK RAMP IS TO BE STABLE, FIRM, AND SLIP-RESISTANT. (i.e. COARSE BROOM FINISH PERPENDICULAR TO THE RAMP SLOPE IS ACCEPTABLE)
3. SIDEWALK RAMP AND LANDING PAD IS TO BE 7" THICK.

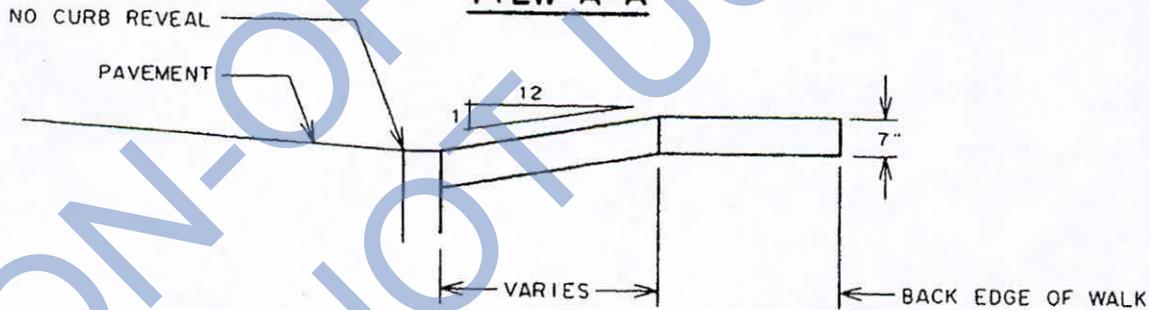
CITY OF ROCHESTER	
SIDEWALK RAMP TYPE C	
ISSUED	9-2-91
REVISED	2-16-95
STD. DWG.	NO. R608-3



TYPE D RAMP ISOMETRIC



VIEW A-A

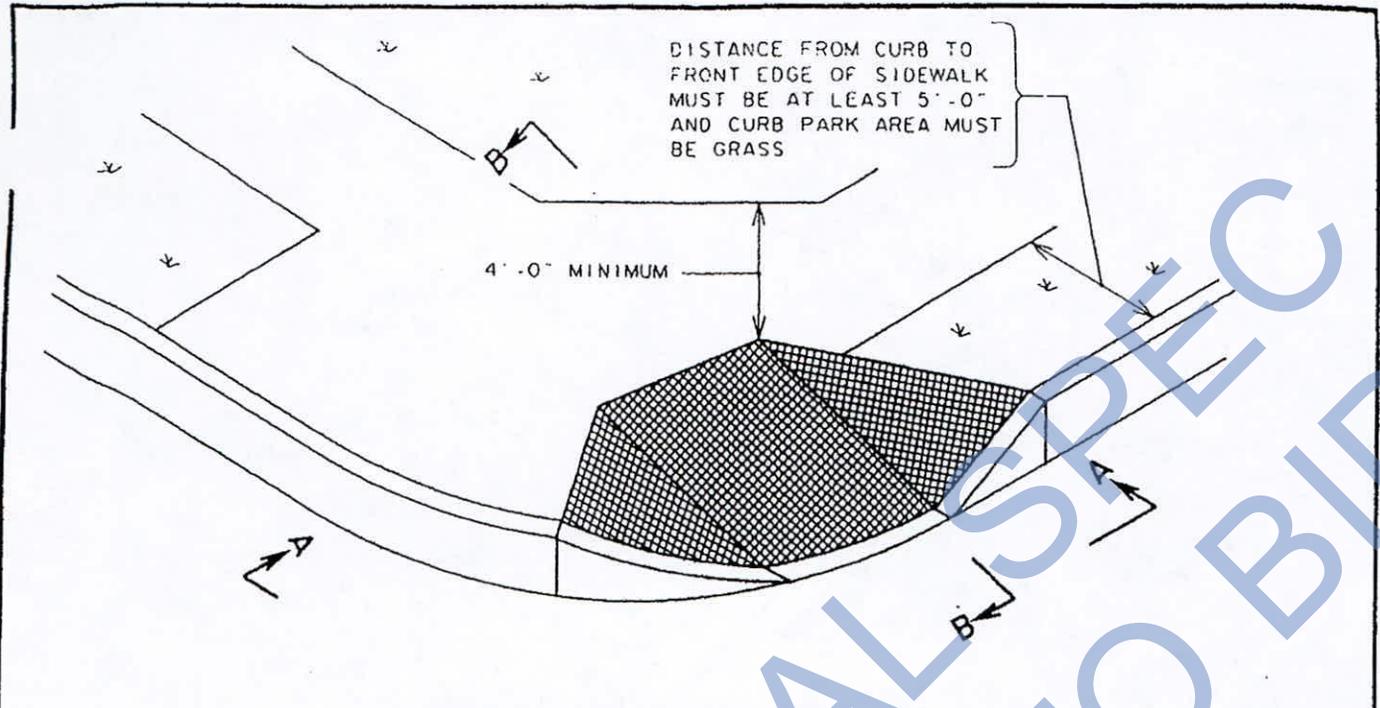


NOTES:

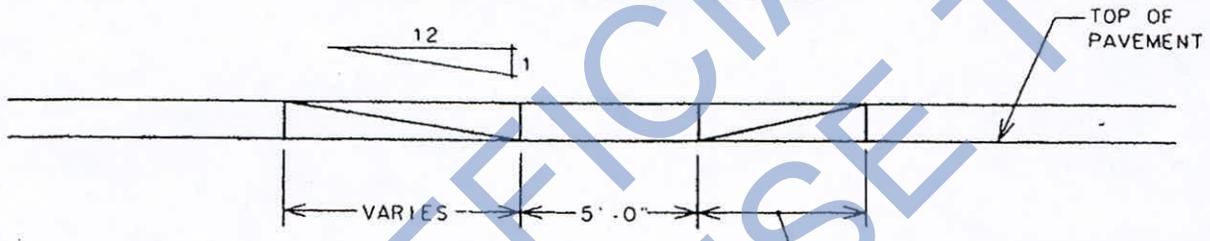
SECTION B-B

1. THE MAXIMUM SLOPE OF A SIDEWALK RAMP IS 1:12. IF SPACE LIMITATIONS ON EXISTING SITES PROHIBIT THE USE OF 1:12, THE FOLLOWING SLOPES AND RISES MAY BE USED:
 - A. STEEPER THAN 1:12 (8.33%), BUT NO STEEPER THAN 1:10 (10%) 6" MAXIMUM RISE, 5' MAXIMUM RUN.
 - B. STEEPER THAN 1:10 (10%) BUT NO STEEPER THAN 1:8 (12.5%) 3" MAXIMUM RISE, 2' MAXIMUM RUN.
 - C. A SLOPE STEEPER THAN 1:8 (12.5%) IS NOT ALLOWED.
2. THE SURFACE OF ALL SIDEWALK RAMP IS TO BE STABLE, FIRM, AND SLIP-RESISTANT. (i.e. COARSE BROOM FINISH PERPENDICULAR TO THE RAMP SLOPE IS ACCEPTABLE)
3. SIDEWALK RAMP AND LANDING PAD IS TO BE 7" THICK.

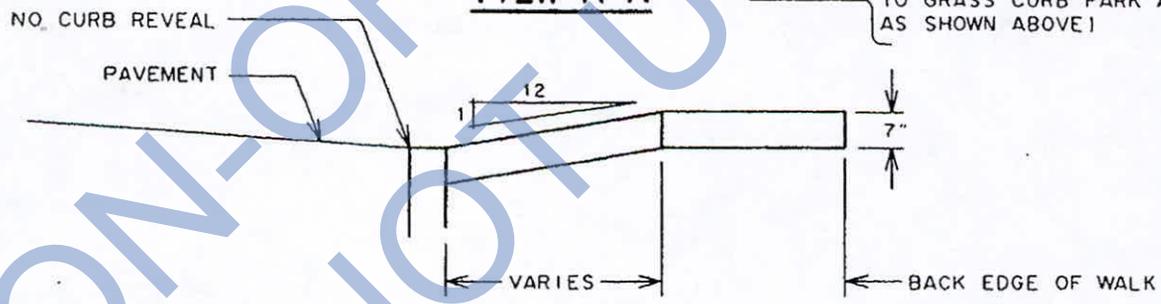
CITY OF ROCHESTER	
SIDEWALK RAMP TYPE D	
ISSUED	9-2-91
REVISED	2-16-95
STD. DWG. NO. R608-4	



TYPE E RAMP ISOMETRIC



VIEW A-A

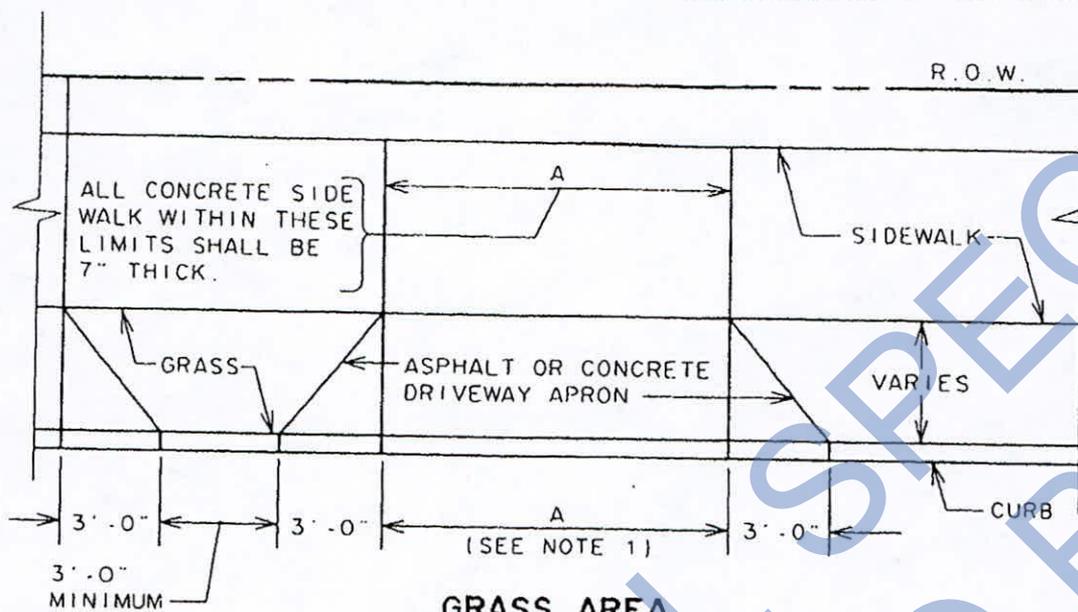


SECTION B-B

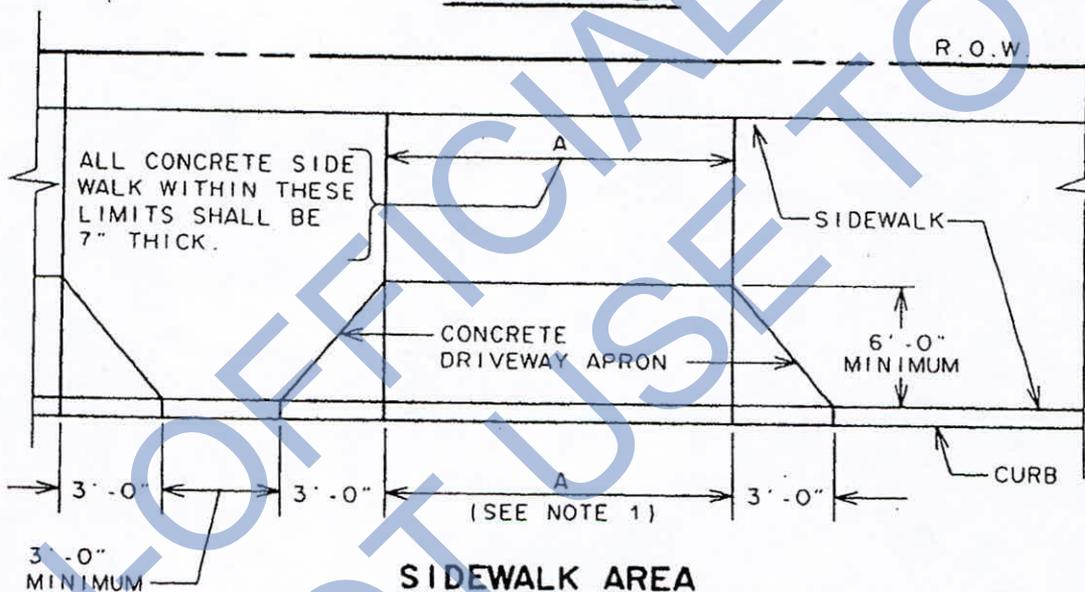
NOTES:

1. THE MAXIMUM SLOPE OF A SIDEWALK RAMP IS 1:12. IF SPACE LIMITATIONS ON EXISTING SITES PROHIBIT THE USE OF 1:12, THE FOLLOWING SLOPES AND RISES MAY BE USED:
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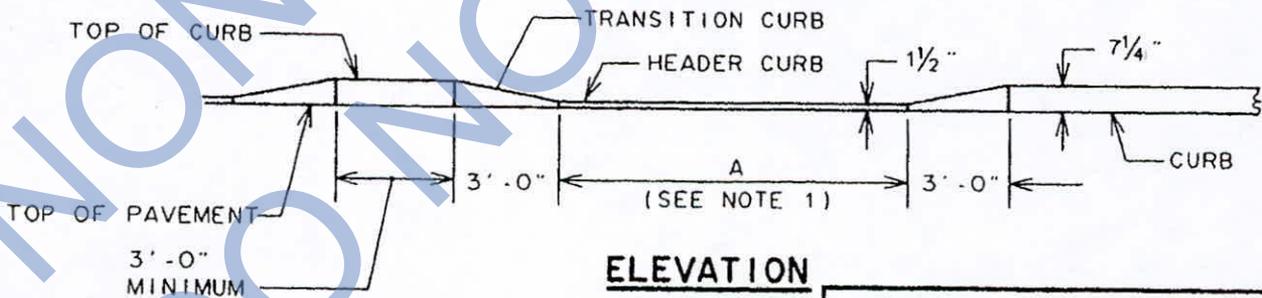
CITY OF ROCHESTER	
SIDEWALK RAMP TYPE E	
ISSUED 10-19-92	STD. DWG.
REVISED 2-16-95	NO. S608-11



GRASS AREA



SIDEWALK AREA

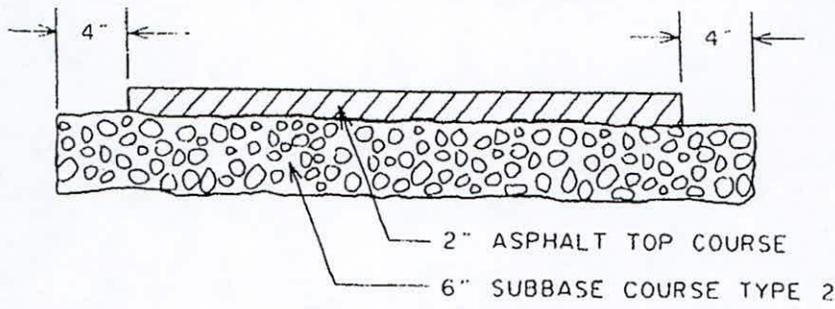


ELEVATION

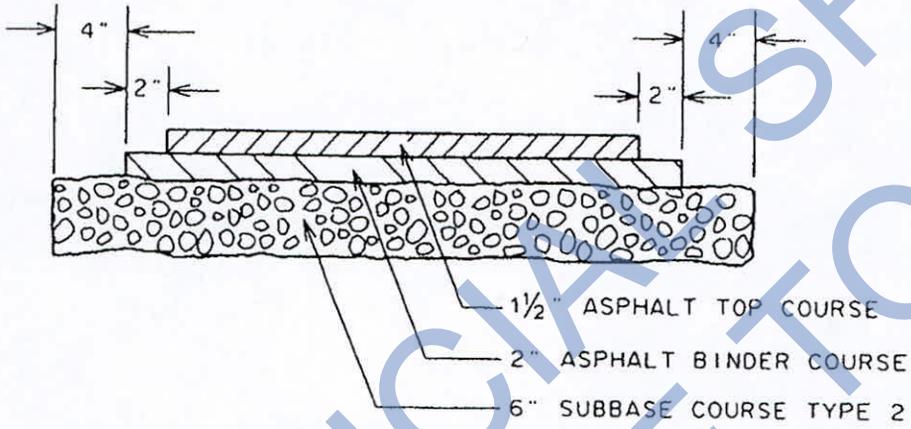
NOTES:

1. DRIVEWAY WIDTH "A" SHALL BE EQUAL TO THE EXISTING DRIVEWAY WIDTH AT THE R.O.W. LINE. MINIMUM DRIVEWAY WIDTH FOR ALL DRIVEWAYS SHALL BE 10'-0". MAXIMUM WIDTH "A" SHALL NOT EXCEED 15'-0" FOR RESIDENTIAL DRIVEWAYS OR 30'-0" FOR COMMERCIAL DRIVEWAYS.
2. SEE STD. DWG. NO. R608-6 & 7 FOR TYPICAL SECTIONS.

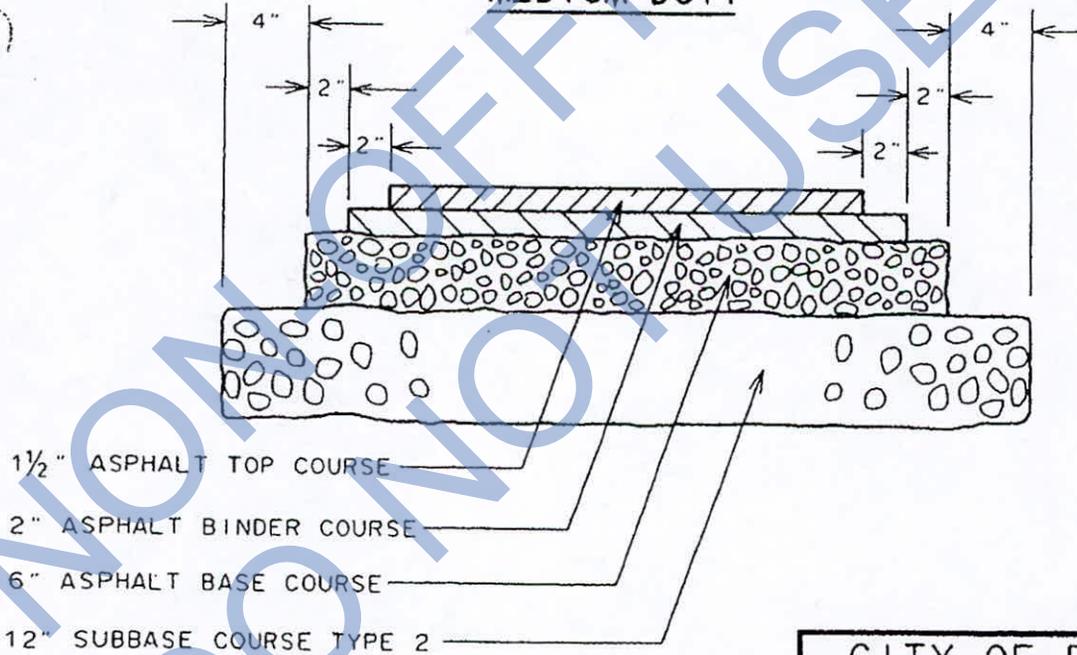
CITY OF ROCHESTER	
DRIVEWAYS	
ISSUED	9-2-91
REVISD	
STD. DWG. NO. R608-5	



LIGHT DUTY



MEDIUM DUTY



HEAVY DUTY

CITY OF ROCHESTER

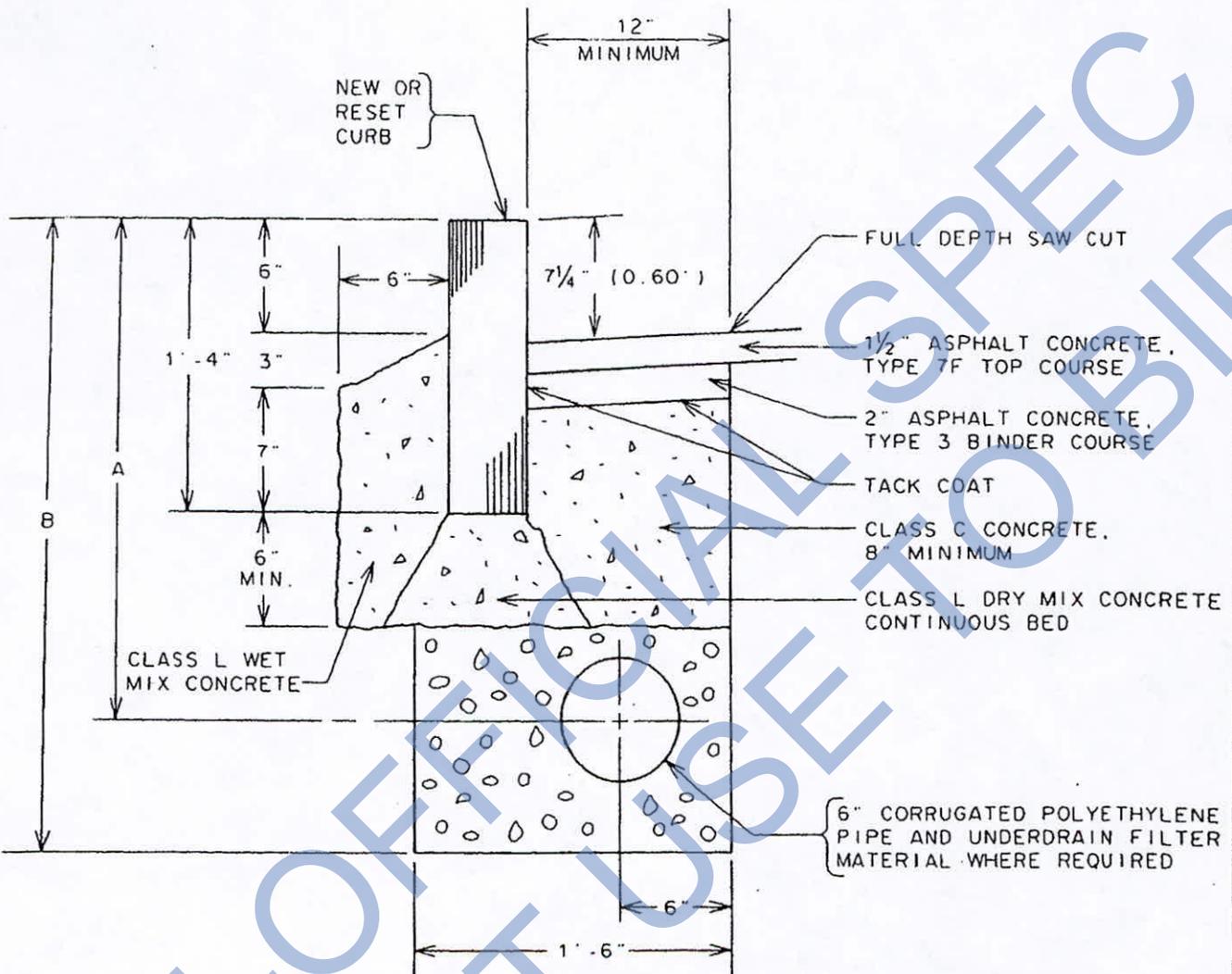
**ASPHALT
DRIVEWAYS**

ISSUED 9-2-91

STD. DWG.

REVISED 7-11-95

NO. R608-7



NOTE:

THE TOP OF THE NEW CLASS C CONCRETE IS TO BE EVEN WITH OR LOWER THAN THE TOP OF THE EXISTING BASE, IN ORDER TO PROVIDE MINIMUM 3 1/2 INCH THICKNESS ASPHALT TOP AND BINDER.

PAVEMENT TYPE	A	B
LIGHT DUTY	2'-6"	3'-2"
MEDIUM DUTY	2'-9"	3'-5"
HEAVY DUTY	3'-1"	3'-9"

CITY OF ROCHESTER

**STONE CURB
REPLACEMENT**

ISSUED 9-2-91

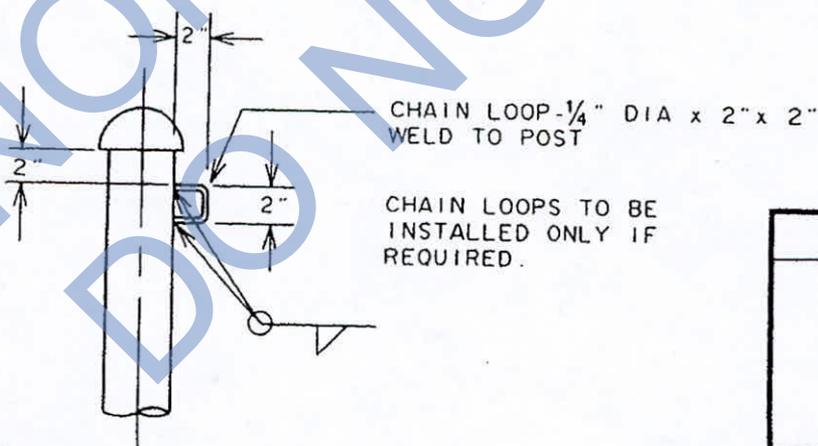
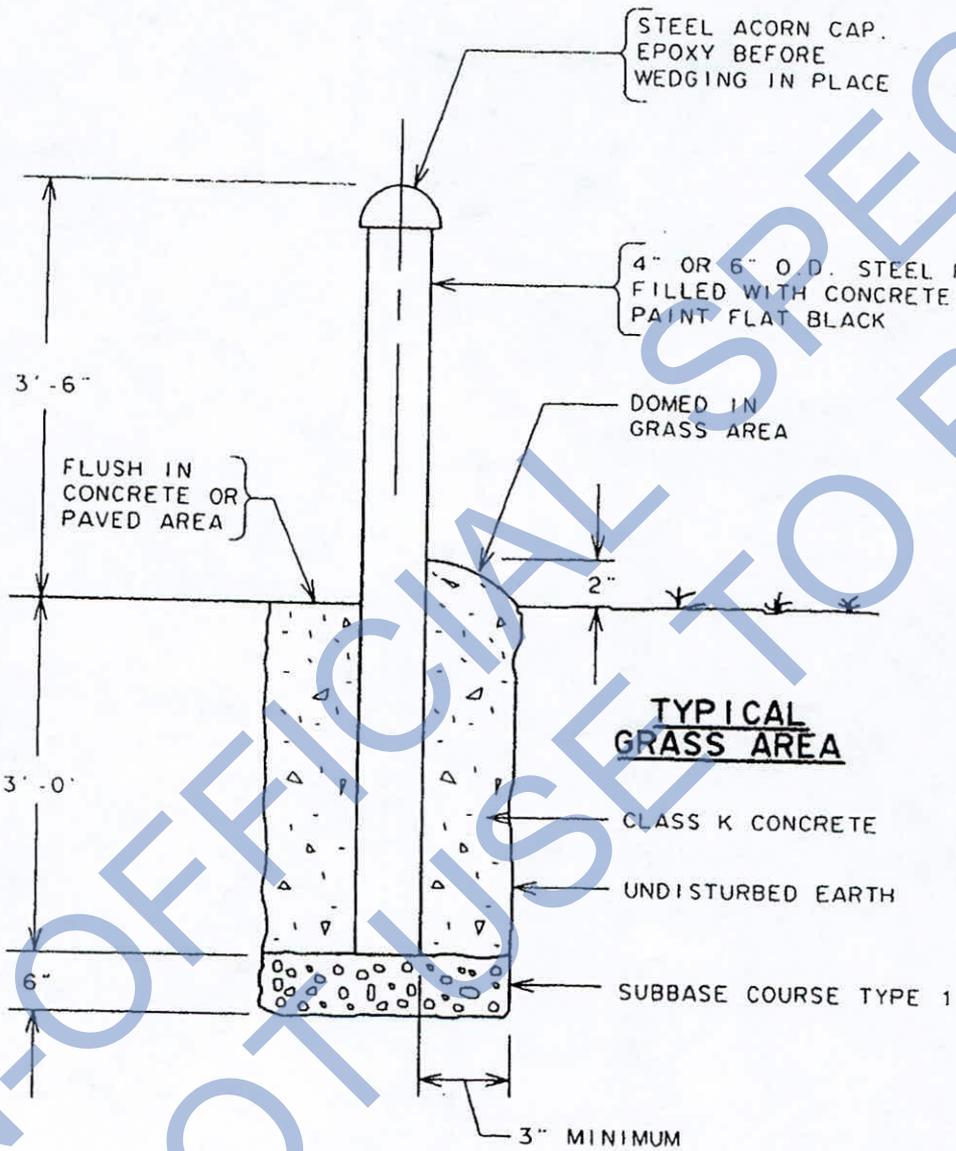
STD. DWG.

REVISED 8-30-96

NO. R609-4

TYPICAL
PAVED AREA

TYPICAL
GRASS AREA



CITY OF ROCHESTER

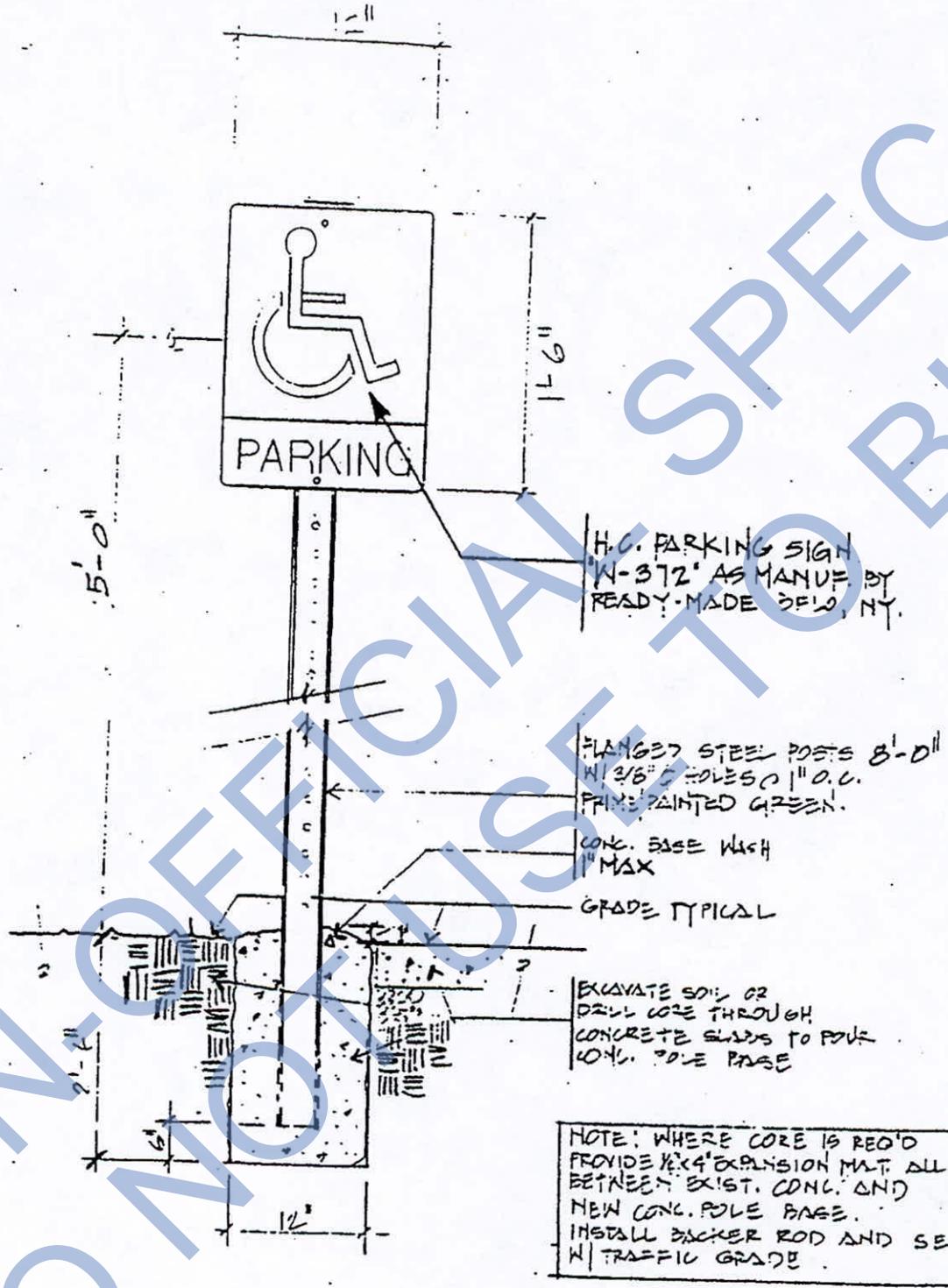
STEEL
BOLLARD

ISSUED 9-2-91

STD. DWG.

REVISED 2-5-96

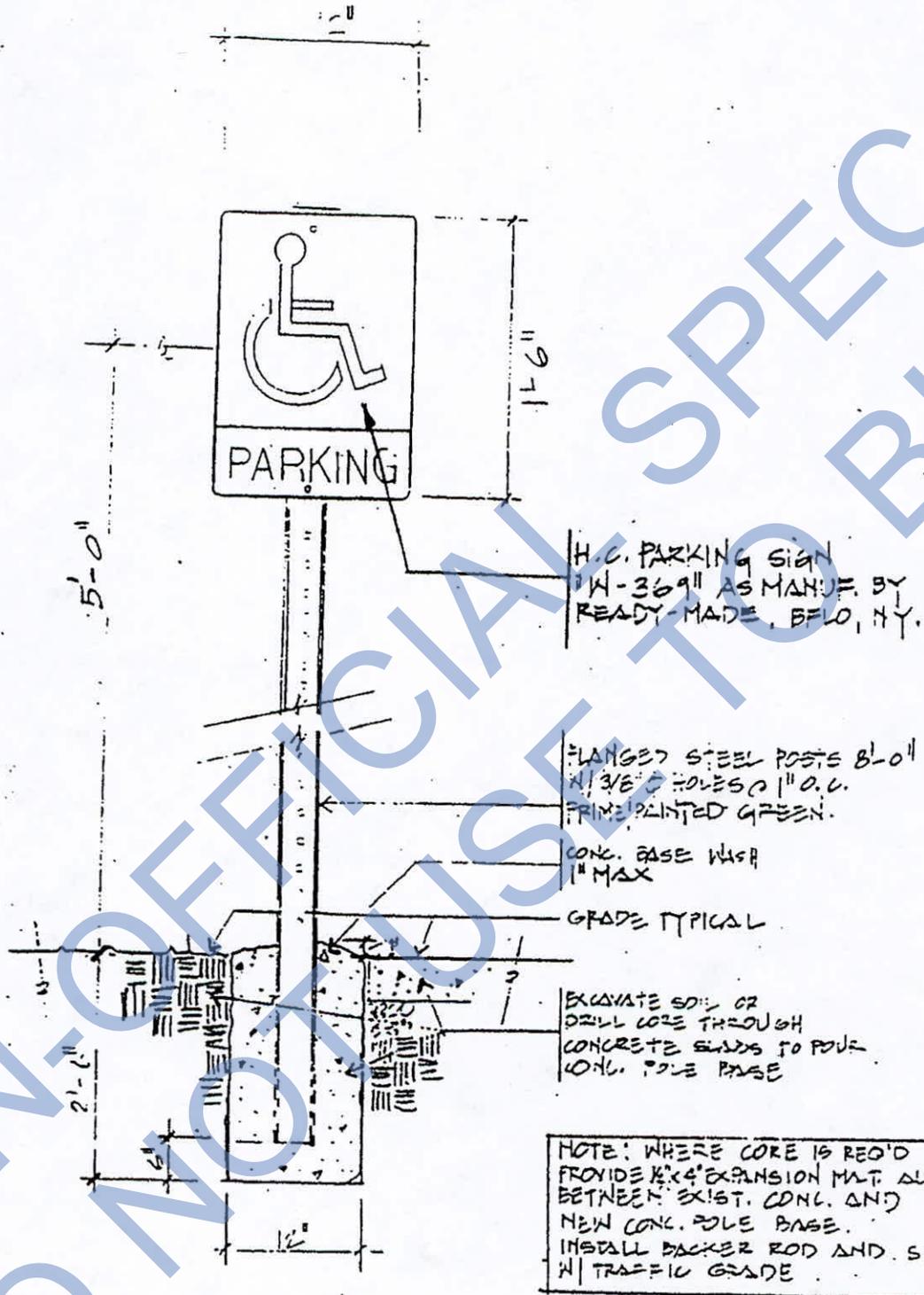
NO. R615-1



PARKING POLE MOUNTED
SIGNS TYPE: 1

NOT TO SCALE

ITEM NO.	ITEM	PAY UNIT
A-4	Parking Pole Mounted Signs Type: 1	Each



PARKING POLE MOUNTED
SIGNS TYPE: 2

NOT TO SCALE

ITEM NO.

ITEM

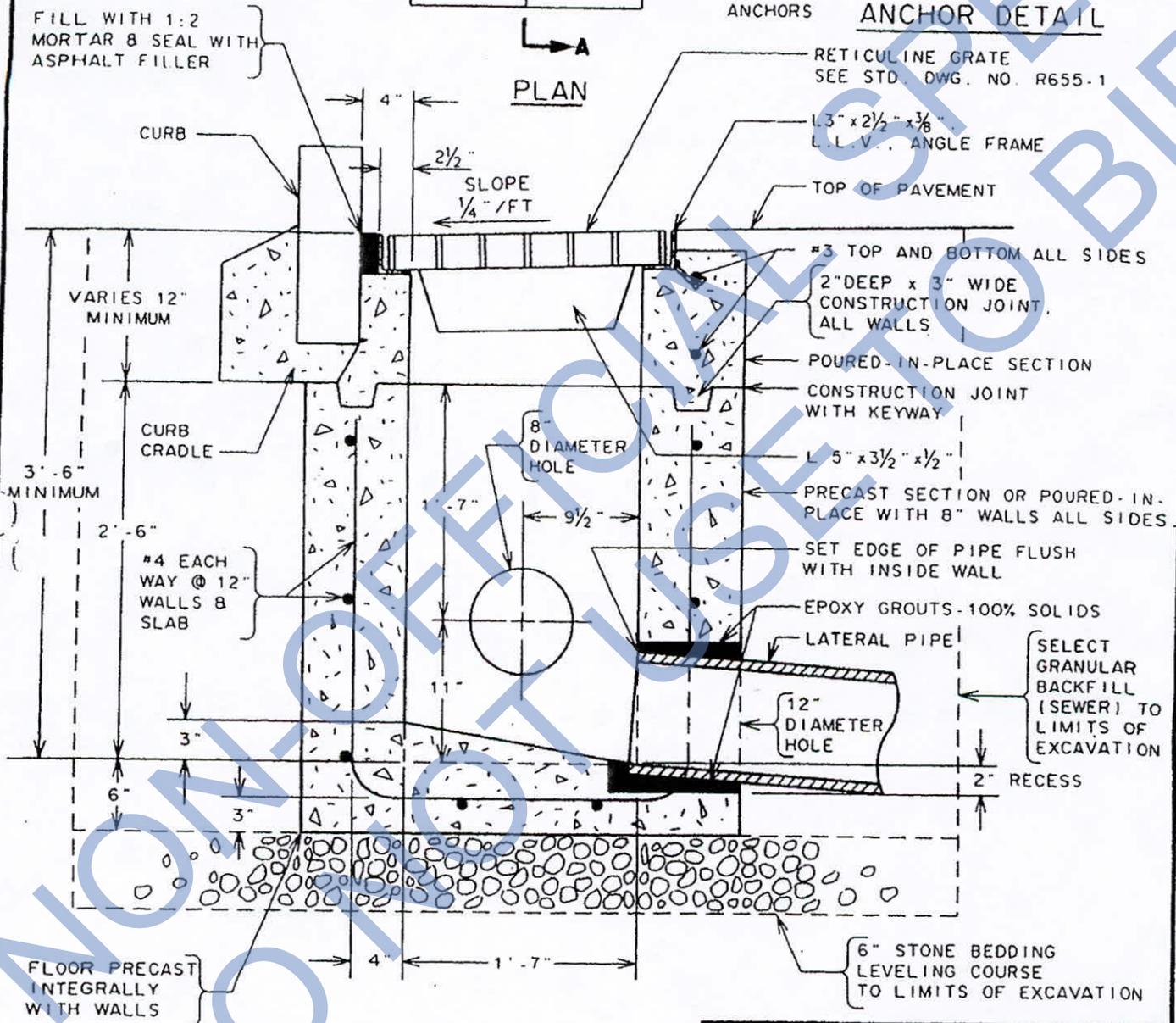
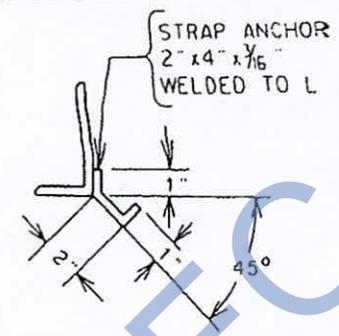
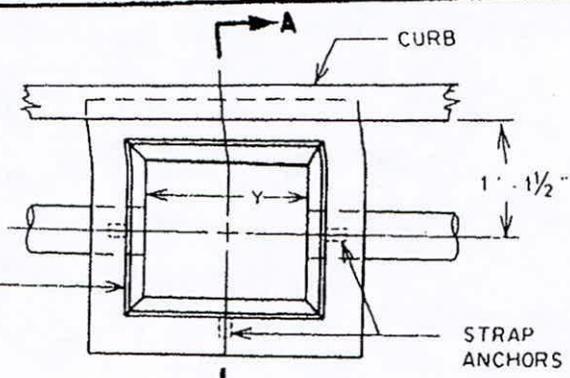
PAY UNIT

A-5

Parking Pole Mounted Signs Type: 2

Each

	Y
TYPE A	1'-10 1/2"
TYPE B	2'-8 1/2"



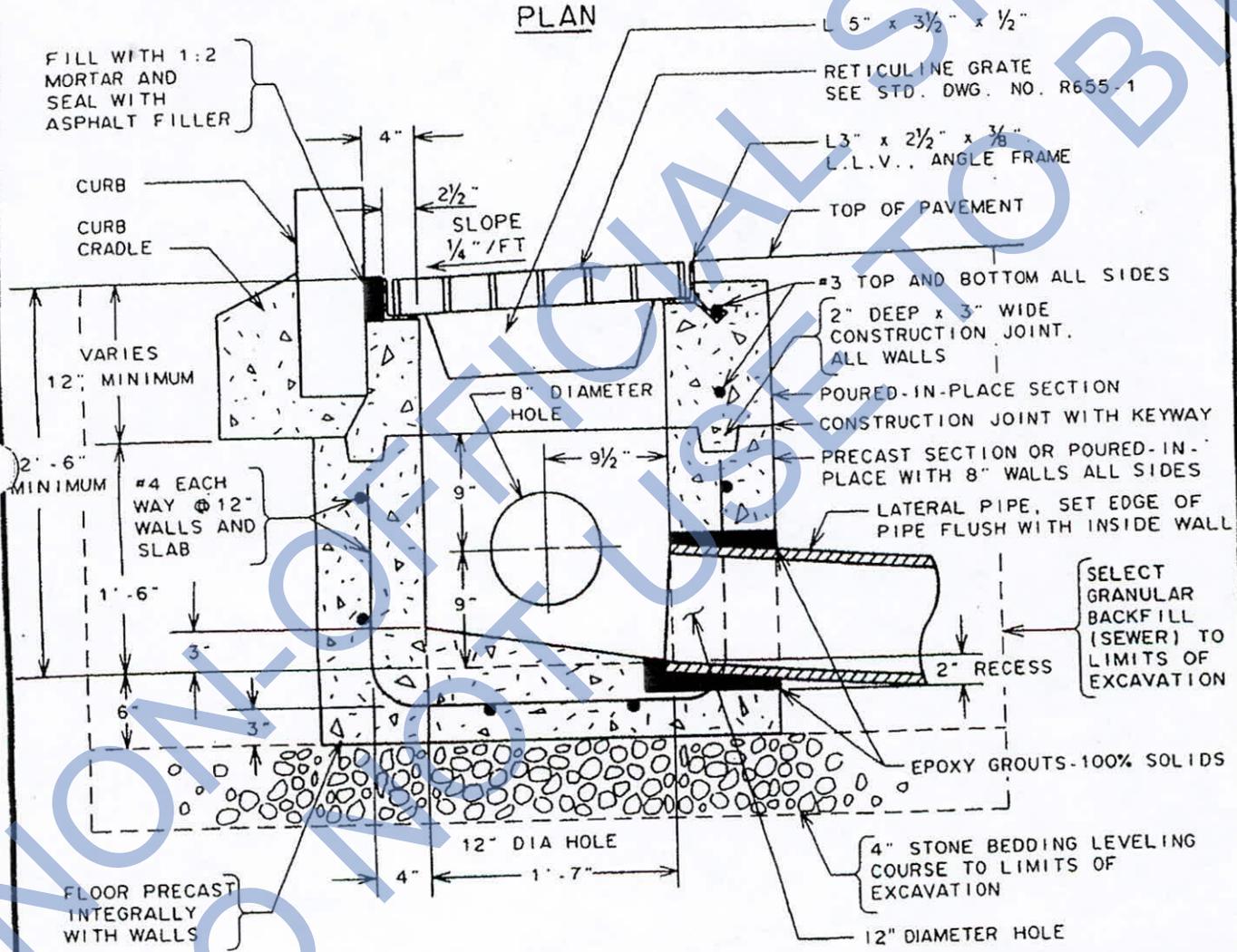
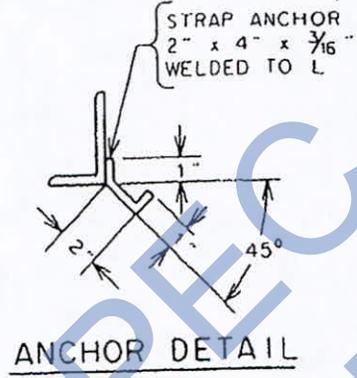
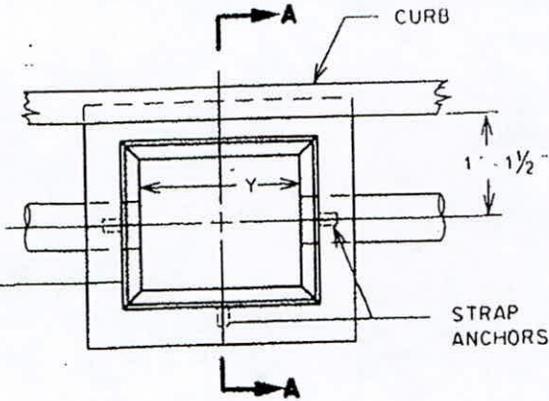
SECTION A-A

NOTES

1. COAT INTERIOR OF CATCH BASIN WITH 2 COATS OF SIKAGARD 62, DURALKOTE 312, OR APPROVED EQUIVALENT
2. COAT EXTERIOR OF CATCH BASIN WITH 2 COATS OF HI-BUILD BITUMINOUS COATING 35-J-10, BITMASTIC SUPER SERVICE BLACK, OR APPROVED EQUIVALENT

CITY OF ROCHESTER	
CATCH BASINS TYPE A AND B	
ISSUED	9-2-91
REVISED	10-20-97
STD. DWG.	NO. R604-1

	Y
TYPE A	1'-10½"
TYPE B	2'-8½"



SECTION A-A

NOTES

1. COAT INTERIOR OF CATCH BASIN WITH 2 COATS OF SIKAGARD 62, DURALKOTE 312, OR APPROVED EQUIVALENT
2. COAT EXTERIOR OF CATCH BASIN WITH 2 COATS OF HI-BUILD BITUMINOUS COATING 35-J-10, BITMASTIC SUPER SERVICE BLACK, OR APPROVED EQUIVALENT

CITY OF ROCHESTER		
SHALLOW DEPTH CATCH BASIN		
ISSUED	1-13-92	STD. DWG.
REVISED	4-21-95	NO. S604-1

APPENDIX "E"

PREVAILING WAGE RATES

NON-OFFICIAL SPEC
DO NOT USE TO BID

Prevailing Wage Schedule and List of Employers Ineligible to Bid on or be Awarded any Public Work

Paper copies of the prevailing wage schedule and of the List of Employers Ineligible to Bid on or be Awarded any Public Work will no longer be included with the City of Rochester bid documents. A paper copy of the current documents will be provided to the successful bidder(s) upon award of the contract.

The prevailing wage schedule and the List of Employers Ineligible to Bid on or be Awarded any Public Work for this contract are available on the New York State Department of Labor's website. They can be accessed by visiting the New York State Department of Labor's website at:

<http://wpp.labor.state.ny.us/wpp/doFindProject.do?method=showIt>

and entering the assigned PRC# at the proper location on the website. The PRC# can be found on the PW-200 form which immediately follows this page.

Contractors and subcontractors must pay laborers, workers, and mechanics employed in the performance of a public work contract not less than the most current prevailing rate of wages and wage supplements (fringe benefits).

The City of Rochester will not be responsible for any of the contractor's increased labor costs which result from deficits in the prevailing wage schedule provided, or from amendments to the prevailing wage schedule, whether that increase occurs before advertisement, before bid opening, before award of the contract, after the contract has been let, or during construction. No change in the contract price shall be allowed to the contractor for any such increases.

Information about current wage rates may be obtained on an advisory basis by contacting the City of Rochester Contract Administration office at (585) 428-7398.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Rochester
David Crocker, Contract Administrator
Dept. of Finance
City Hall, Room 106-A
30 Church St.
Rochester NY 14614-1282

Schedule Year 2012 through 2013
Date Requested 05/29/2013
PRC# 2013004894

Location Various Locations
Project ID# 400400
Project Type Parking Lot Pavement Repair Services

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2012 through June 2013. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



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.
- 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.
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.

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 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 possible 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.
- i) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

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 unorderd balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unorderd 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 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.
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.
- 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 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 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.

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 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.

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.