



PRINTED NAME OF BIDDER

TENNIS AND BASKETBALL COURT REPAIR

Invitation to Bid No. 401280 Issued: February 18, 2014

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

BID OPENING: Monday, March 3, 2014, at 11:00 a.m.

PRE-BID: Monday, February 24, 2014 at 10:00 AM, City Hall Rm 321B

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.

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

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

Type of Contract: ONE YEAR TERM WITH OPTION TO EXTEND

Bid Deposit Requirement: YES

Performance Security Requirement: YES

Insurance Requirement: YES

Samples Requirement: AS PER CONTRACT AND SPECIFICATIONS

Descriptive Literature/Technical Data Requirement: CONTRACTOR'S QUALIFICATIONS

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.

COURT REPAIR

1. SCOPE

The City of Rochester requests bids for COURT REPAIR that will include the removal, repair, and/or new installation of asphalt tennis and basketball courts and their accessories within various City Parks.

Work shall include but not be limited to: patching, pavement fabric membrane, crack filling and leveling of existing asphalt courts; basketball and tennis standard removal and/or replacement; fence removal and/or replacement of 4', 6', 10, and 12' black vinyl coated chain link fencing; new asphalt and concrete pavement; court resurfacing for existing courts; color seal coating and line striping; and the installation of trash receptacles, benches and bicycle racks.

2. SPECIFICATIONS, DETAILS & WAGE RATES

See Appendix A for specifications and drawings, Appendix B for New York State Wage Rates.

3. PRE-BID CONFERENCE

A pre-bid conference will be held on, February 24, 2014 at 10:00 AM, City Hall Rm 321B, City Hall, 30 Church Street. All prospective bidders are urged to attend.

4. TERM OF CONTRACT

4.1 It is the intention of the City to enter into a contract for approximately one (1) year, commencing on April 1, 2014 and ending March 31, 2015.

4.2 The City may extend this contract under the terms and conditions for up to three (3) additional terms of one (1) year or less, upon mutual consent.

5. METHOD OF AWARD

5.1 Award will be made to the responsive and responsible bidder offering the lowest combined Total Base Bid. All items must be bid.

5.2 The City reserves the right to reject any bid where unit prices are unbalanced or not consistent with market conditions.

6. ESTIMATED QUANTITIES

6.1 Estimated quantities are indicated in the Proposal. These quantities are based upon the work performed in the last year; however, the City makes no guarantees whatsoever about the quantities which will actually be ordered. Actual quantities ordered may be substantially more or less than the estimates shown in the proposal. The contractor must guarantee the price quoted regardless of actual quantity ordered.

COURT REPAIR

- 6.2 The City reserves the right to separately bid out large repair jobs or new court installation.
- 6.3 The City reserves the right to separately order items included in this contract, for example the City may order basketball standards from a different vendor and at a price, and have the contractor install them as part of the contract, at a price negotiated per Section 11.

7. PRICE INCREASES

- 7.1 This shall be a firm price contract. All prices shall remain fixed as bid herein throughout the initial one (1) year term of the contract.
- 7.2 Price changes may be requested upon an extension of the contract.
- 7.3 Written request for price increase must accompany vendor's offer to extend.
 - 7.3.1 Written requests for price increase must be documented as representing increased costs only, not increased profit.
 - 7.3.2 In no case will a price increase greater than the increase in the CPI-Urban be granted.
 - 7.3.3 Prices may also be decreased to reflect market conditions.
 - 7.3.4 Price changes may only be approved by the Purchasing Agent, and be incorporated into the contract.

8. FAILURE TO PERFORM

Failure to comply with the requirements set forth in this document will result in a poor performance rating, and may be cause for termination of the contract. In the event the contractor fails to perform, the City may give the contractor a ten (10) day period in which to correct or address such deficiencies to the satisfaction of the City. Failure of the contractor to correct such deficiencies may result in not only the loss of some or all of the performance security, but also in termination of the contract.

9. CONTRACTOR'S QUALIFICATIONS

The low bidder shall demonstrate its ability to complete the work as per these contract documents.

- 9.1 The successful contractor shall have been regularly engaged in the repair/installation of pavers and concrete pavement for a minimum of ten (10) years and shall have a minimum of three (3) successful repairs/installations of this type, each at least five years old.
- 9.2 Subcontractors, if used, must be identified with the proposal. The subcontractor(s)' qualifications for the work they are to complete shall be submitted with the proposal. At a minimum the information shall include: the subcontractor's name, address, telephone number, and a contact name.
- 9.3 Acceptable contractors will be determined by the Project Manager and Purchasing Agent, whose decision will be final.

COURT REPAIR

10. WORK SCHEDULE

- 10.1 For any work ordered by the City of Rochester, the successful bidder shall schedule the installation with the Project Manager listed below on a schedule acceptable to the City.
- Robin Schutte- Assistant Landscape Architect
City Hall- Room 300B
Rochester, New York 14614
- 10.2 The City reserves the right to inspect all materials upon delivery to installation site and to reject any materials that are damaged, defective, or do not meet the Terms and Conditions of this contract.
- 10.3 Repairs shall be at locations as directed by the Project Manager. The contractor shall be supplied with individual site layout mapping prior to installation date and the area to be repaired shall be marked in the field by the City.
- 10.4 The contractor shall notify the Project Manager of intent to begin active site work one calendar week prior to actual start date.
- 10.5 Start times in excess of thirty (30) days after receipt of order (ARO) will not be acceptable and may be determined by the City to be cause for rejection.
- 10.6 Certain City project constraints may necessitate the delay of ordered work elements. If such a delay is ordered by the Project Manager and the above noted schedule times are exceeded, the contractor shall not be considered at fault.

11. NON-SPECIFIED RELATED WORK

- 11.1 The City may negotiate prices with the contractor for incidental work of a similar nature not specified herein that may come up during the contract term.
- 11.2 Any work as described in 11.1 may only be authorized by the Purchasing Agent or his/her authorized agent prior to any notice of proceed.
- 11.3 The contract vendor must submit a written price quotation to the Office of the Purchasing Agent for proper authorization and/or approval. Services rendered without prior consent of Purchasing will not be paid for by the City of Rochester.
- 11.4 The City reserves the right to bid any additional work competitively, if it is in the City's best interest.

12. GUARANTEE AND WARRANTY

Shall be as per the requirements of the City of Rochester Standard Construction Contract Documents, Article 11, 11.1, Warranty and Guarantee.

COURT REPAIR

13. INVOICES AND PAYMENTS

13.1 Payments will be made on the quantity of items completed as per the Proposal pages by the contractor as directed by the City Project Manager.

13.1.1 Payment will be based upon an invoice submitted by the contractor for all elements installed, completed and accepted by the City, unless prior arrangement has been approved by the City.

13.1.2 Payment will not be made unless the invoice is clearly legible and contains at a minimum the following information:

- A. Accurate item description
- B. Quantity per item
- C. unit price per item
- D. Total cost per item (quantity x unit price)
- E. Total cost of this invoice
- F. City Contract number
- G. Date of installation

13.2 The responsibility to submit a properly completed invoice rests entirely with the vendor. Failure to submit a properly completed invoice will result in delay of payment until properly corrected.

14. BIDDING AND PERFORMANCE REQUIREMENTS

Each bidder must satisfy him/herself fully to the work required. Signature of the Bidder on the Proposal shall constitute a certification to the City that such bidder is informed regarding all the conditions that will affect the work to be done. Bidder also acknowledges that this information was secured by personal investigation and research and accepts full responsibility for his/her bid prices.

15. LABOR STANDARDS REQUIREMENTS

15.1 COMPLIANCE WITH LABOR LAWS

15.1.1 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.

15.1.2 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

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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.

15.1.3 The Contractor shall keep a copy of his payroll 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.

15.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing the 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 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 submission of affidavits required of subcontractors thereunder, except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirement thereof.

15.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed by 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 and 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 in 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.

16. PREVAILING WAGE RATES

Schedules in effect at the time of publication of these Contract Documents. Incorporated in these contract documents are the Prevailing Wage Rates Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.

16.1 In this event that the prevailing rate of wages or supplements change 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.

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- 16.2 The City will not be responsible for any of the Contractor's increased labor costs which result from defects in the Wage Rates Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs 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.
- 16.3 Information about current Wage Rates may be obtained on an advisory basis by contacting the City's Contract Compliance officer, Department of Finance, City Hall, Rochester, New York, 585-428-7398.

17. BONDS

17.1 BID BOND

A bid bond in an amount equal to five (5%) percent of the bid price shall be furnished with each bid. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

17.2 PERFORMANCE AND OTHER BONDS

17.2.1 The contractor must furnish two executed surety company bonds, each in an amount equal to one hundred percent (100%) of the contract price.

- A. A performance bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.
- B. A Labor and Materials Payment Bond shall be furnished as security for the claims of laborers and material suppliers.
- C. Both bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing Agent within ten (10) days of notification that his bid was 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. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bond.

17.2.2 ALTERNATE SECURITY

- A. At its option, the City shall have the right to accept cash, certified check, or a letter of credit in satisfaction of the foregoing requirements.
- B. A labor and Materials Payment Bond shall be furnished as security for the claims of laborers and material suppliers.

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- C. Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanic's liens against work of the contract.

18. INSURANCE

- 18.1 The contractor shall procure and maintain at his/her 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.
- 18.2 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/she 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.
- 18.3 In each policy of insurance except insurance for Worker's 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.
- 18.4 The kinds and amounts of insurance are as follows:

18.4.1 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.

18.4.2 PROPERTY AND CASUALTY INSURANCE

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- 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. 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

19. NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and Ordinance of the City of Rochester:

- 19.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 19.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on any account of race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 19.3 That this contract may be canceled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second day or any subsequent violation of the terms or conditions of this section of the contract.

20. CONTRACT DOCUMENTS

The following documents are incorporated into this contract. Copies of these documents are available from the City of Rochester Bureau of Purchasing.

- A. *NYS DOT Standard Specifications: Construction and Materials, January 2, 1990 Edition and Addendum No 1 (adopted November 18, 1993)*
- B. *City of Rochester Standard Construction Contract Documents, November 1, 1991 Edition*

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21. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception unless exceptions are clearly noted in this proposal. On the following pages submit prices for the installation of one of each item only. **Signature must be that of the bidder or an employee or agent authorized to sign on behalf of the bidder.**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY. &</u>	<u>UNIT</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>TOTAL</u>
1.	Unclassified Excavation and Disposal	<u>10</u> C.Y.			\$ _____	=	\$ _____
2.	Removal and Disposal of Tennis Standard	<u>2</u> E.A.			\$ _____	=	\$ _____
3.	Removal and Disposal of Basketball Standard	<u>2</u> E.A.			\$ _____	=	\$ _____
4.	Removal and Disposal of Fencing (Full Depth)	<u>100</u> S.Y.			\$ _____	=	\$ _____
5.	Removal and Disposal of Fencing (Cut Off)	<u>100</u> S.Y.			\$ _____	=	\$ _____
6.	Miscellaneous Asphalt Paving/Patching	<u>200</u> S.F.			\$ _____	=	\$ _____
7.	Crack Filling	<u>1,000</u> L.F.			\$ _____	=	\$ _____
8.	Leveling "Birdbaths"	<u>1,000</u> S.F.			\$ _____	=	\$ _____
9.	Resurfacing 1 ½" asphalt Top course	<u>5,000</u> S.F.			\$ _____	=	\$ _____
10.	Full Depth Asphalt Court Pavement	<u>18,000</u> S.F.			\$ _____	=	\$ _____
11.	Color Seal Coat	<u>18,000</u> S.F.			\$ _____	=	\$ _____

Authorized Signature

Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through page 13)

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<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY. &</u>	<u>UNIT</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>TOTAL</u>
12.	Line Striping	<u>1,000</u>	L.F.		\$ _____	=	\$ _____
13.	Paving Fabric Membrane	<u>100</u>	S.F.		\$ _____	=	\$ _____
14.	Tennis Standard	<u>4</u>	E.A.		\$ _____	=	\$ _____
15.	Basketball Standard	<u>2</u>	E.A.		\$ _____	=	\$ _____
16.	Black Vinyl Coated Chain Link Fence 4'	<u>100</u>	L.F.		\$ _____	=	\$ _____
17.	Black Vinyl Coated Chain Link Fence 6'	<u>100</u>	L.F.		\$ _____	=	\$ _____
18.	Black Vinyl Coated Chain Link Fence 10'	<u>200</u>	L.F.		\$ _____	=	\$ _____
19.	Black Vinyl Coated Chain Link Fence 12'	<u>200</u>	L.F.		\$ _____	=	\$ _____
20.	Concrete Pavement	<u>25</u>	S.F.		\$ _____	=	\$ _____
21.	Trash Receptacle	<u>3</u>	EA		\$ _____	=	\$ _____
22.	6' Bench	<u>4</u>	EA		\$ _____	=	\$ _____
23.	6' Backless Bench	<u>4</u>	EA		\$ _____	=	\$ _____
24.	Bicycle Rack	<u>4</u>	EA		\$ _____	=	\$ _____

Authorized Signature

Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through page 13)

COURT REPAIR

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. On the following pages submit prices for the installation of one of each item only. **Signature must be that of the bidder or an employee or agent authorized to sign on behalf of the bidder.**

- 25. Topsoil
(See City Specifications) 10 CY \$ _____ = \$ _____
- 26. Hydroseeding
(See City specifications) 10,000 SF \$ _____ = \$ _____
- 27. Concrete Sidewalk &
Driveway
(City Item S608) 4 CY \$ _____ = \$ _____
- 28. Tree Fencing
(City Item 617.01) 200 LF \$ _____ = \$ _____

TOTAL BASE BID \$ _____

Authorized Signature

Typed Name and Title of Authorized Signature

Typed Name of Company

(Continued through page 13)

COURT REPAIR

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

.....

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

COURT REPAIR

Contract No. _____ **Contract Term:** _____

Purchasing Agent

Date: _____

COURT REPAIR

APPENDIX A SPECIFICATIONS & DRAWINGS

GENERAL NOTES

1. All measurements to be verified in the field by Contractor and any discrepancies reported to Contract Manager.
2. No attempt has been made to show all underground utilities on construction drawings. The location of all underground utilities should be staked by the respective utility company prior to any construction or excavation.
3. The Contractor shall locate and preserve all survey monuments to remain within the contract limits. Disturbed monuments shall be replaced at the Contractor's expense.
4. Contractor shall verify all existing conditions in field prior to commencement of work and report all discrepancies to City Project Manager immediately. This may include but is not limited to existing grades and exact horizontal and vertical location of all structures and utilities in, near, and below the proposed work.
5. All line and grade work as per Drawings and Project Manual shall be laid out by a registered Civil Engineer, Landscape Architect, or licensed Land Surveyor engaged by the contractor.
6. Contractor shall provide staked layout of all pavement and proposed grades for review and approval by the City Project Manager prior to installation.
7. Pitch evenly between spot grades. All paved areas must pitch to drain at a minimum of 1/8" per foot. Any discrepancies not allowing this to occur shall be reported to the City's project manager prior to continuing work.
8. Install tree protection prior to start of any construction activities.
9. Before commencing any excavation work, the Contractor shall notify all utility owners in accordance with the notification procedures promoted by each utility owner, allowing ample time (at least 72 hours) for them to locate their facilities. Utility owners' representatives will field locate and mark the location of utilities.
10. Excavation required within proximity of existing utility lines or structure shall be done by hand. Contractor shall repair any damage to existing utility lines or structure incurred during construction operations at no additional cost to Owner.
11. The Contractor shall be responsible for all damage to existing structures, pavement, sidewalks, trees, lawn and other existing features caused by his operation, regardless of whether the plans call

for special protection. All such damaged features which are to remain shall be repaired or replaced in kind by the Contractor at his own expense.

12. Topsoil stripped from areas to be graded or paved shall be stockpiled on site, improved, and redistributed during final grading operations. No topsoil shall be removed from site until all grading operations are complete. Spread topsoil from stripping operations to a minimum depth of 6" over all areas of site where earth has been exposed by excavating, cutting, or where asphalt or concrete construction is required. Contractor shall import additional topsoil as required to maintain 6" depth.
13. All disturbed areas not specifically indicated to receive improved surfacing within the Contract Limit Line (i.e. ramp, asphalt and concrete paving, etc.) shall be fine graded, seeded, fertilized, and mulched as per Project Manual.
14. All materials excavated or demolished by Contractor and not required for use on site shall be removed from site and legally disposed of by Contractor except as noted.
15. Contractor shall saw-cut asphalt pavement to full depth before excavating for bench or trash receptacle footings
16. Contractor shall pour and hand trowel concrete footings to be level with surrounding asphalt surface.
17. **Contractor shall loosen and tie back all chain link fence fabric, and raise bottom lateral fence support so as not to interfere with installation of asphalt topcoat, and color seal coating. Chain link fabric should be raised, if necessary , to fit over new pavement.**

S100 – BICYCLE PARKING, SUPPLY ONLY

S101-1 SCOPE

The intent of this specification is to secure the acquisition, delivery, and installation of surface mount, inverted U-racks and loop racks for the City of Rochester.

- 1.1 Unit prices must include the cost of freight, delivered, and installed as noted
 - 1.1.1 Off loading of equipment at the designated site will be the responsibility of the vendor. City of Rochester personnel and equipment will not be available to assist with off-loading.

S101-2 SPECIFICATIONS

2.1 Design

- 2.1.1 Manufacture shall be according to the enclosed detail drawings.
- 2.1.2 All racks shall be surface mount design.
- 2.1.3 All lettering on the loop rack lock ring to be as shown on detail drawings.

2.2 Materials

Base Plates

Base plate shall be 3/8" thick steel plate, a minimum of 6" diameter or square. Base plate shall be connected to pipe with a continuous stainless steel wire weld around the entire perimeter of the union. Each base plate shall be pre-drilled with four (4) round holes equally spaced around base plate. Holes shall be capable of accepting a 1/2" x 4" stainless steel mushroom head spike or manufacturer recommended concrete anchor.

Hardware

1/2" x 4" stainless steel mushroom head spike or manufacturer recommended concrete anchors. Contractor to supply anchors and provide installation instructions.

2.1.1 Inverted U-Rack

Metal Pipe

U-rack shall be constructed of 2" min. O.D. schedule 40 steel pipe with a minimum wall thickness of 0.148".

2.1.2 Loop Rack

Support Pipe

Loop rack support post to be constructed of 2.375" O.D. galvanized mild steel pipe, 45" overall height.

Lock Ring

Loop rack lock ring shall be constructed of ALCAN A356.2 or equivalent cast aluminum.

Carriage Bolt and Tamper Resistant Nut

The lock ring shall be attached to the support pipe using a carriage bolt and tamper resistant nut. The Carriage Bolt shall be 0.375" – 16 x 3.5" stainless steel. The Tamper Resistant Nut shall be 0.375" – 16.

The Tamper Resistant Nut shall be fastened using bit No. 876-545 (SPA-E-NAUR) on a 0.375" square drive.

2.3 Manufacture

2.3.1 Inverted U-Rack

Pipe

Pipe shall be rolled into the shape of an inverted "U", with both legs being parallel to one another and perpendicular to the ground plane when installed. Finished rack shall stand a minimum of 30" to a maximum of 36" tall and a minimum of 20" to a maximum of 30" wide, from outside of pipe to outside of pipe (see accompanying detail drawing).

Finished pipe, prior to applying finish, shall be free of holes, cracks, sharp or jagged edges, and other defects which may affect its long term performance or safety.

2.4 Finish

2.4.1 Inverted U-Rack

Finish shall be a 0.125" thick P.V.C. coating, black, semi-matte, smooth grain. P.V.C. finish shall contain mildew resistant and U.V. screening additives. Surface preparation method shall be for optimum P.V.C. coating system adhesion. Upon completion of coating, P.V.C. finish should hold fast to pipe (and base plate) and not be able to be peeled away by hand.

P.V.C. finish shall be uniform across entire surface, with no drips, runs or other blemishes. There shall be no exposed areas of pipe, base plate, or weld.

2.5 Assembly and Installation

Racks shall be installed by others. Manufacturer shall supply complete installation directions with delivery and shall provide additional assistance as needed.

2.6 Warranty

Racks shall be warrantied for a minimum of one (1) year against defects in materials and workmanship.

S101-3 QUANTITY

3.1 There is no guarantee the City will purchase the quantities listed in the proposal sheet.

3.1.1 Payment will be made for actual purchases only.

S101-8 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

8.1 The unit price shall include delivery and installation of all materials as required to complete the order requested.

<u>Item</u>	<u>Description</u>	<u>Pay Unit</u>
S101.1	Inverted U- Rack	EA

-----END OF SECTION-----

**SECTION S608
SIDEWALK AND DRIVEWAY**

S608-1 DESCRIPTION

The work shall conform to the requirements of the Construction Contract Documents Section R608 with the following modifications:

S608-5 BASIS OF PAYMENT

S608-5.02 Asphalt Paving

The cost of furnishing and placing geotextile fabric; crushed stone; asphalt base course; asphalt top course; and furnishing all labor, material and equipment necessary to complete the work shall be included in the SQUARE FOOT price bid for the contract.

END OF SECTION

G:\DIV\DEV\SPEC\asphaltpavementS608.wpd

PAVEMENT

DESCRIPTION

The work shall conform to the requirements of the Construction Contract Documents Section R608 with the following modifications:

GENERAL

All references to sidewalk and driveway shall be eliminated and replaced with pavement. The work under this section shall be for any pavement requested under this contract and not limited to sidewalks and driveways.

CONSTRUCTION DETAILS

Tack Coat

Shall be applied as shown on the detail drawings and required under City Specification R407.

Saw Cutting

Shall be as shown on the detail drawings and as required under City Specification R622.

Asphalt Paving

Shall be as shown on the detail drawings and as required under NYSDOT Section 401-3.

METHOD OF MEASUREMENT

The quantity to be measured for payment is the number of square feet of asphalt and concrete placed as new pavement or as a patch.

BASIS OF PAYMENT

Miscellaneous Asphalt Pavement/Patching and New Court Paving

The unit price bid per square foot shall include the cost of: furnishing and placing tack coat; compacting subbase; placing geotextile, aggregate base and asphalt layers; and furnishing all labor, materials and equipment necessary to complete the work. Excavation shall be paid for under Item #1. Unclassified Excavation and Disposal.

Concrete Pavement

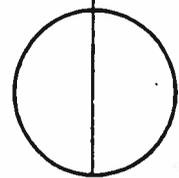
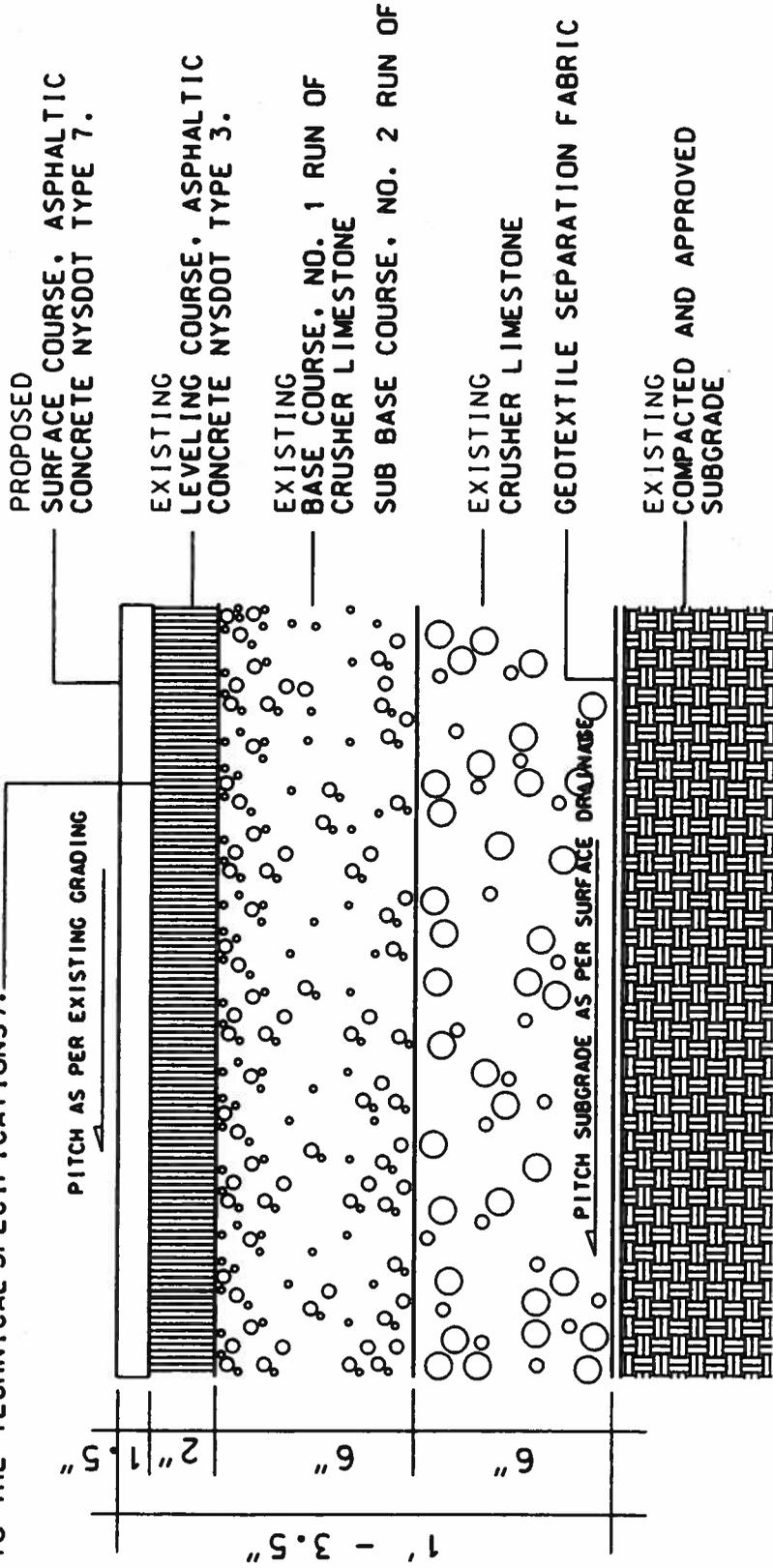
The unit price bid per square foot shall include the cost of: compacting subbase; placing and compacting aggregate base; erecting form work; pouring and finishing concrete; and furnishing all labor, materials and equipment necessary to complete the work. Excavation shall be paid for under Item #1. Unclassified Excavation and Disposal.

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
6.	Miscellaneous Asphalt Paving/Patching	SF
6A.	New Court Paving	SF
6B.	Concrete Pavement	SF

PROPOSED

ACRYLIC SURFACING SYSTEM (REFER TO THE TECHNICAL SPECIFICATIONS).



BITUMINUS CONCRETE ON COURTS

NOT TO SCALE

S607 - FENCING

R607 GENERAL

The work shall consist of installation of new posts, rails and chain link fabric. All fabric, posts, rails and hardware to be used are to be vinyl coated. New fencing will be 4', 6' and 10' heights, according to plans.

The requirements of Section R607 of the City of Rochester Standard Construction Contract Documents shall remain in effect with the following modifications:

R607-2 MATERIALS

Vinyl coated chain link fence fabric to conform the NYSDOT Standard Specification 710-03 VINYL COATED STEEL FENCE FABRIC with the following modifications:

3. Coating.

In the sentence "The color of the vinyl coat applied..." **DELETE** the words "dark green" and **REPLACE** with "black."

Bonded Fabric. The vinyl coating shall be firmly bonded to the base steel wire or to a base wire that has been zinc coated.

Posts and rails shall conform to the NYSDOT Standard Specification Section 710-10.03 STEEL AND IRON POSTS, RAILS, BRACES, AND FITTINGS FOR CHAIN LINK FENCE with the following modifications:

SCOPE

DELETE the phrase "The contractor shall have the option of supplying any one of the post sections shown on the Standard Sheets."

MATERIAL REQUIREMENTS

Class A, schedule 40 pipe is to be used for all new posts. All posts and rails to be vinyl-coated.

DELETE all measurements following the statement "The tubing shall conform to the following dimensions:," and **REPLACE** with :

	<u>4' Fence</u>	<u>10' or 12' Fence</u>
End & Corner Posts	2-1/2" O.D. 3.65 lbs./ft.	4" O.D. 9.10 lbs./ft.
Line Posts	2" O.D. 2.72 lbs./ft.	3" O.D. 5.79 lbs./ft.

Top Rails	1-5/8" O.D. 2.27 lbs./ft.	Same Same
	Fabricate from lengths 21 feet or longer (where feasible), with swaged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain link fabric (for both fence heights)	
Middle Rails	NA NA	1-5/8" O.D. 2.27 lbs./ft.
Bottom Rails	1-5/8" O.D. 2.27 lbs./ft.	Same Same

R607-3 CONSTRUCTION DETAILS

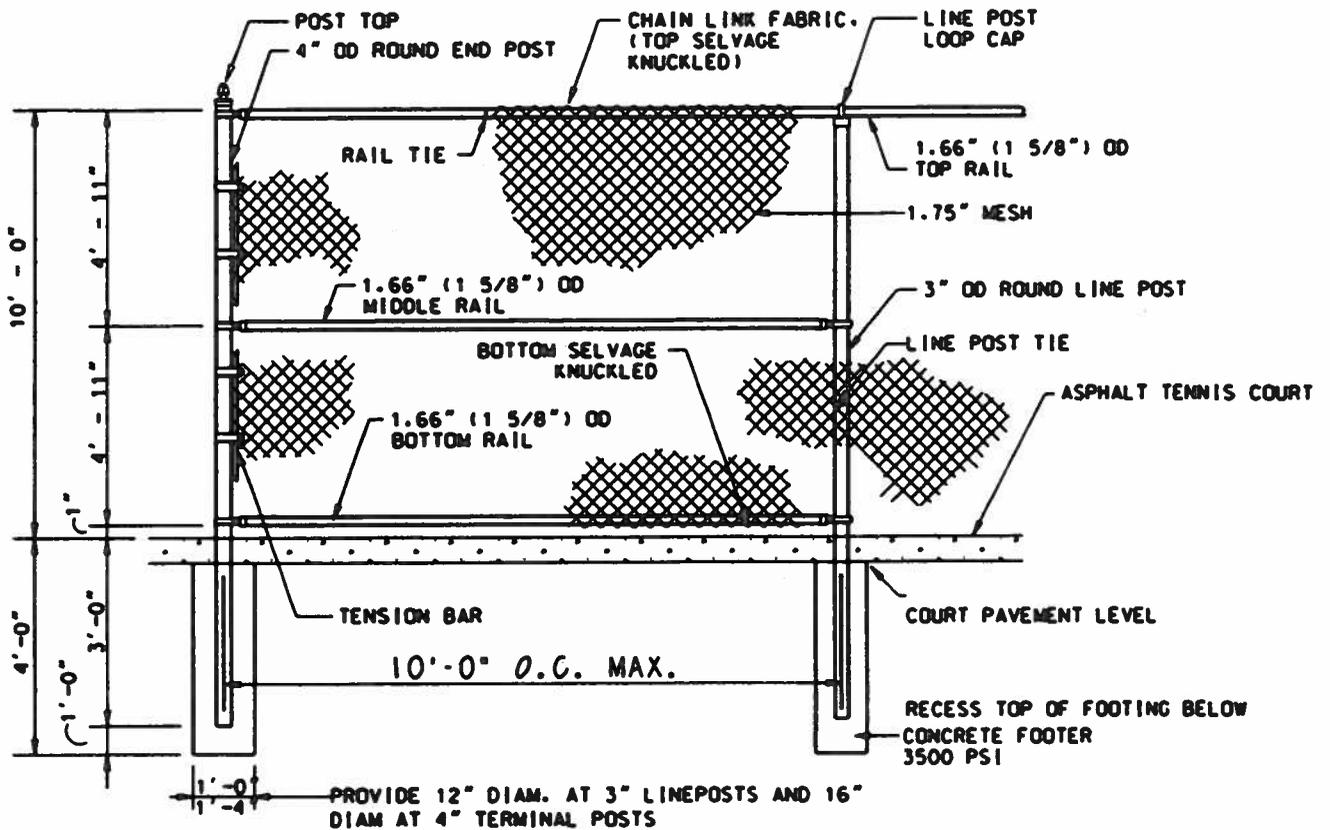
Under sub-section R607-3.02 Chain Link Fence, A. General, on page S-74, **DELETE** the phrase "Post shall be set 8 to 10 feet on center..." and **REPLACE** with "Post shall be set 10 feet on center or as indicated on drawings."

S617-5 BASIS OF PAYMENT

The cost of installing new posts, footers, chain link fabric, and furnishing all labor, material and equipment necessary to complete the work shall be included in the **UNIT PRICE** bid for the contract.

END OF SECTION

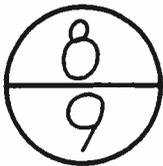
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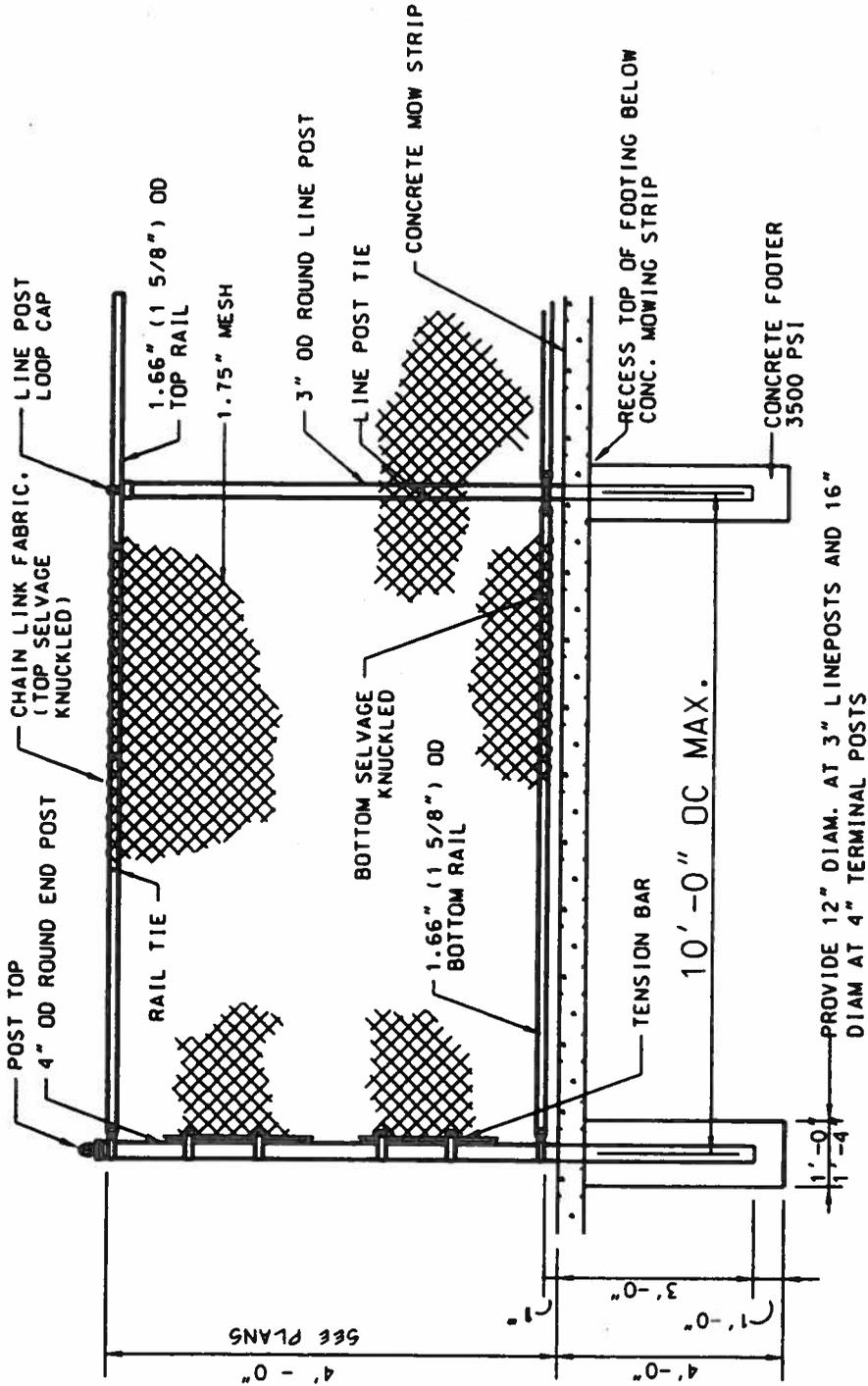
END & CORNER POST TOP OPTIONS		TOP & BOTTOM FABRIC OPTION
STANDARD	DOME	KNUCKLE
		

NOTES:

1. THIS DETAIL WAS ADAPTED FROM A DETAIL PROVIDED BY ANCHOR FENCE PRODUCTS.
2. CHAIN LINK FABRIC SHALL BE MOUNTED ON THE TENNIS COURT SIDE OF ALL RAILS AND POSTS. CHAIN LINK FABRIC SHALL HAVE A THERMALLY FUSED PVC FINISH. COLOR BLACK. REFER TO THE TECHNICAL SPECIFICATIONS.
3. ALL FENCE FRAMING AND ACCESSORIES SHALL HAVE A THERMALLY FUSED PVC OR POLYESTER POWDER COATED FINISH. COLOR BLACK. REFER TO TECHNICAL SPECIFICATIONS.
4. FENCE PANELS SHALL RECEIVE CUSTOM OPEN MESH POLYPROPYLENE WINDSCREENS WHERE INDICATED ON SHEET 4. REFER TO THE SPECIFICATIONS.



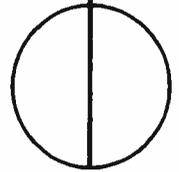
10' CHAIN LINK FENCE
NTS



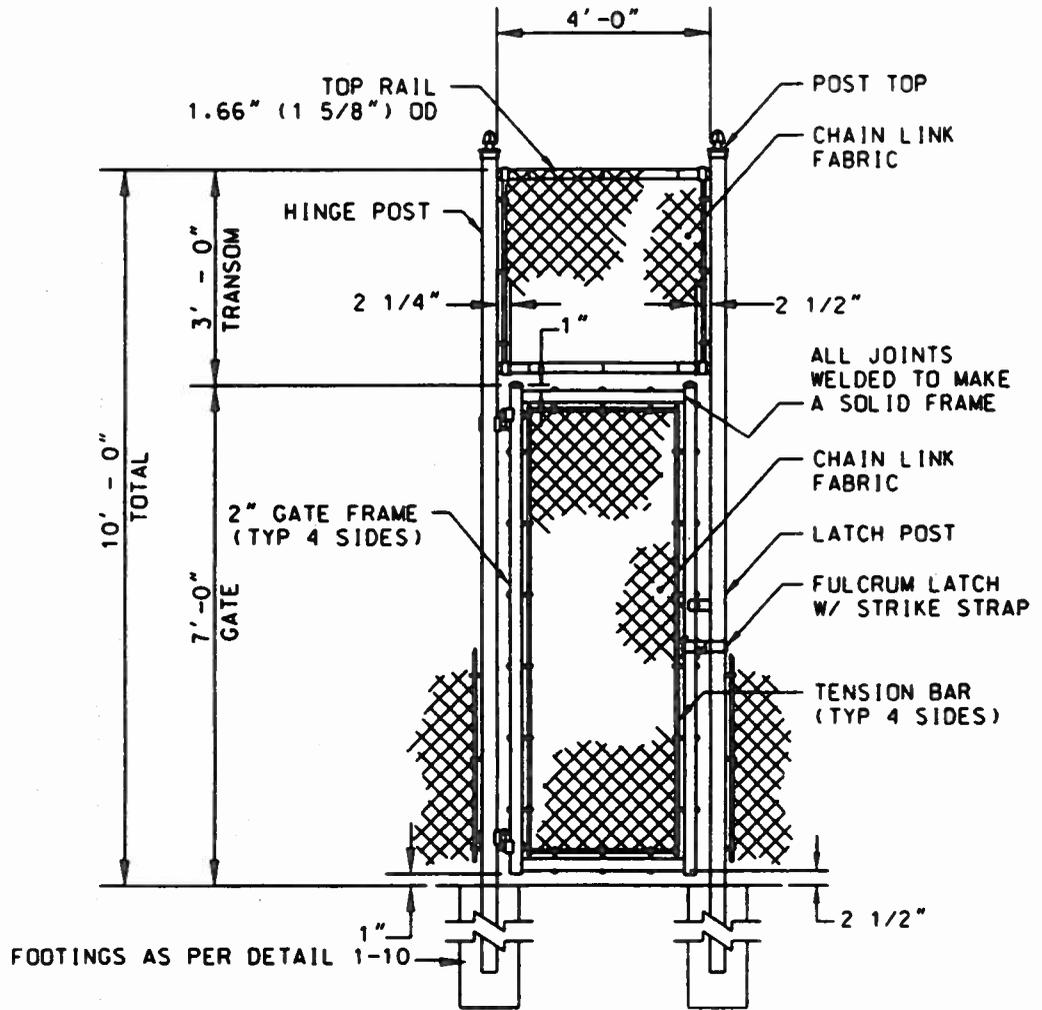
NOTES:

1. THIS DETAIL WAS ADAPTED FROM A DETAIL PROVIDED BY ANCHOR FENCE PRODUCTS.
2. CHAIN LINK FABRIC SHALL BE MOUNTED ON THE STREET SIDE OF ALL RAILS AND POSTS. CHAIN LINK FABRIC SHALL HAVE A THERMALLY FUSED PVC FINISH. COLOR BLACK. REFER TO THE TECHNICAL SPECIFICATIONS.
3. ALL FENCE FRAMING AND ACCESSORIES SHALL HAVE A THERMALLY FUSED PVC OR POLYESTER POWDER COATED FINISH. COLOR BLACK. REFER TO TECHNICAL SPECIFICATIONS.

END & CORNER POST TOP OPTIONS	TOP & BOTTOM FABRIC OPTION
STANDARD	KNUCKLE
DOME	



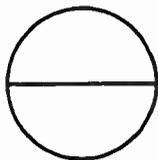
4' CHAIN LINK FENCE ELEVATION
NTS



END & CORNER POST TOP OPTIONS	
STANDARD	FLAT
	

NOTES:

1. THIS DETAIL WAS ADAPTED FROM A DETAIL PROVIDED BY ANCHOR FENCE PRODUCTS.
2. CHAIN LINK FABRIC SHALL BE MOUNTED ON THE TENNIS COURT SIDE OF ALL RAILS AND POSTS. CHAIN LINK FABRIC SHALL HAVE A THERMALLY FUSED PVC FINISH. COLOR BLACK. REFER TO THE TECHNICAL SPECIFICATIONS.
3. ALL FENCE FRAMING AND ACCESSORIES SHALL HAVE A THERMALLY FUSED PVC OR POLYESTER POWDER COATED FINISH. COLOR BLACK. REFER TO TECHNICAL SPECIFICATIONS.
4. FENCE PANELS SHALL RECEIVE CUSTOM OPEN MESH POLYPROPYLENE WINDSCREENS WHERE INDICATED ON SHEET 4. REFER TO THE SPECIFICATIONS.



CHAIN LINK FENCE 10' GATE ELEVATION

NOT TO SCALE

BENCH - "Type A"

1. SCOPE

- 1.1 It is the intent of the City of Rochester to place park benches that meet the requirements of this specification.
- 1.2 The City reserves the right to change the quantities of items ordered.

2. MANUFACTURER

- 2.1 "Type A" benches shall be Scarborough Bench, model #SC3005-BS-72, horizontal strap seat, 72" length, backed, no center arm, grotto powdercoat, as manufactured by the following, or an approved equal:

Landscape Forms, Inc.
431 Lawndale Avenue
Kalamazoo, MI 49048
Phone: (800) 521-2546
Phone: (616) 381-0396
Fax: (616) 381-3455
Email: Specify@landscapeforms.com

3. SPECIFICATIONS

- 3.1 Bench shall be a backed bench, horizontal steel strap style, no center arm, constructed for heavy use in a public setting in an outdoor environment.
 - 3.1.1 Steel straps shall be 1-1/2" x 3/16".
 - 3.1.2 End Frames are 1" x 1" solid steel, joined by 1-1/2" dia., 0.120" wall thickness tubular steel. Seat panels are perimeter welded to the end frames.
- 3.2 Shall be 28" deep x 34" high and 72" length.
- 3.3 Shall be capable of being surface mounted or freestanding. Anchoring devices and installation shall be supplied by others.

- 3.4 Metal finish shall include a rust inhibitor and top coat finish of thermosetting polyester powdercoat that is U.V., chip and flake resistant.
 - 3.4.1 Color of benches shall be black or as approved by the City.
- 3.5 Benches shall come preassembled and ready for installation.
- 3.6 Manufacturer shall warranty its products to be free from defects in material and/or workmanship for a period of three years from the date of invoice.

4. FABRICATION

- 4.1 Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- 4.2 Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blend so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- 4.3 Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- 4.4 Steel and Iron Components: Galvanized, galvanized and color coated, or color coated. Bare metal steel or iron components are not permitted.
- 4.5 Exposed Surfaces: Polished, sanded or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- 4.6 Factory Assembly: Assemble components in the factory to the greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

5. SUBMITTALS

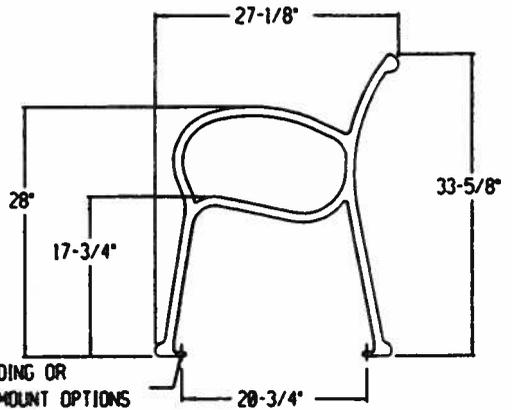
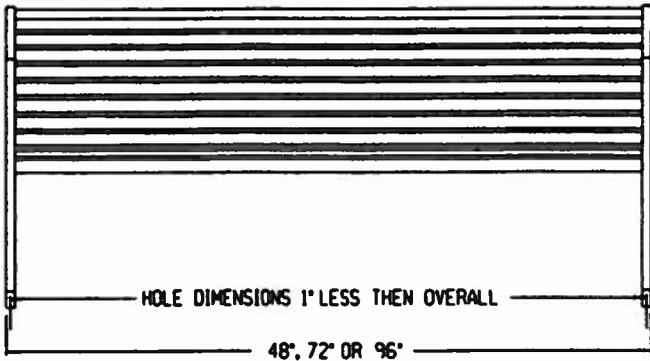
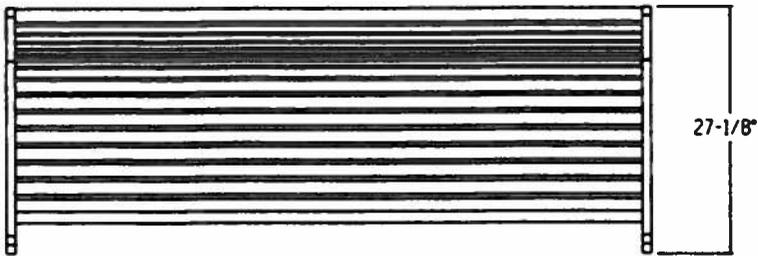
5.1 Contractor shall submit construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details, with bid proposal.

6. DELIVERY

6.1 Unit Price bid shall include cost of delivery, off loading, and installation.

6.1.1 Benches shall be inspected by City personnel prior to signing delivery invoice and will not accept shipment of any benches damaged during delivery.

-----END OF SECTION-----



FREESTANDING OR
SURFACE MOUNT OPTIONS
NON-CORROSIVE MOUNTING
HARDWARE PROVIDED BY OTHERS.
7/16" OIA MOUNTING HOLES.

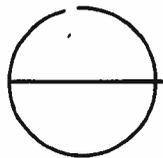
NOTE: This detail is adapted from a detail provided by the following:

landscape forms®
431 LAWDALE AVE. PHONE: 800-521-2546
KALAMAZOO, MI 49001 FAX: 616-381-3455

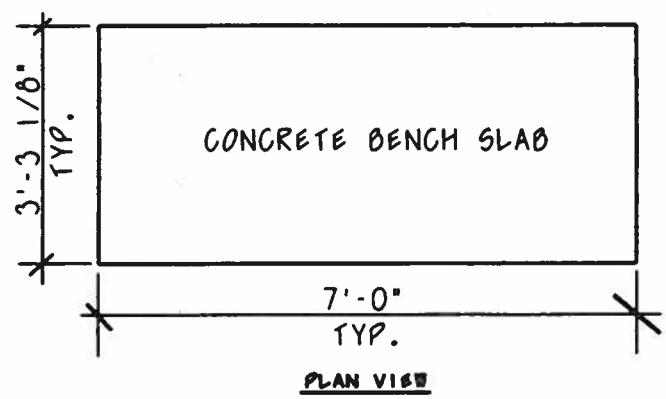
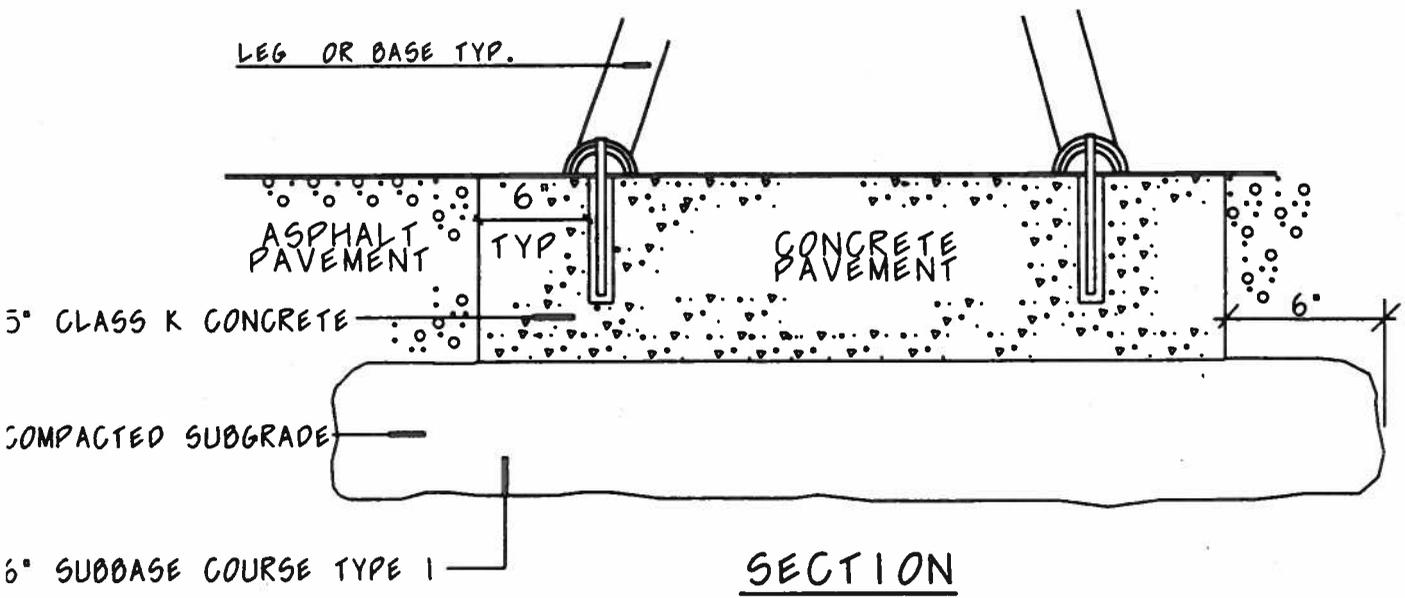
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TITLE: 72" BACKED SCARBOROUGH HORIZONTAL STRAP BENCH
DESIGN: SCARBOROUGH
PATENT:
FILE: SC3504
DATE: 9-1-94
AUTHOR: RHB

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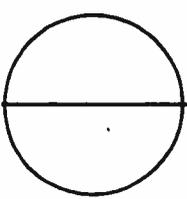


6' BACKED BENCH TYPE 'A'
NTS



NOTE:

BENCHES, TRASH RECEPTACLES, AND BICYCLE RACKS ARE TO BE LOCATED IN CONCRETE PAVEMENT. THEY ARE TO BE SURFACE MOUNTED PER THE MANUFACTURER'S INSTRUCTIONS USING VANDAL RESISTANT STAINLESS STEEL ANCHORING HARDWARE ON ALL LEGS OR BASES. SEE CONCRETE SIDEWALK ON SHEET 13 FOR PAVEMENT DETAILS.



BENCH, TRASH RECEPTACLE, BIKE RACK MOUNTING

NTS

BENCH - "Type B"

1. SCOPE

- 1.1 It is the intent of the City of Rochester to purchase park benches that meet the requirements of this specification.
- 1.2 The City intends to purchase "**Type B**" benches.
 - 1.2.1 The City reserves the right to change the quantities of items ordered.

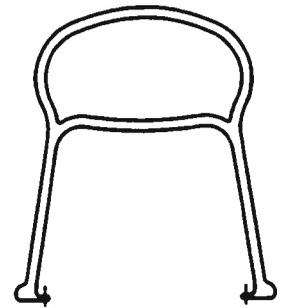
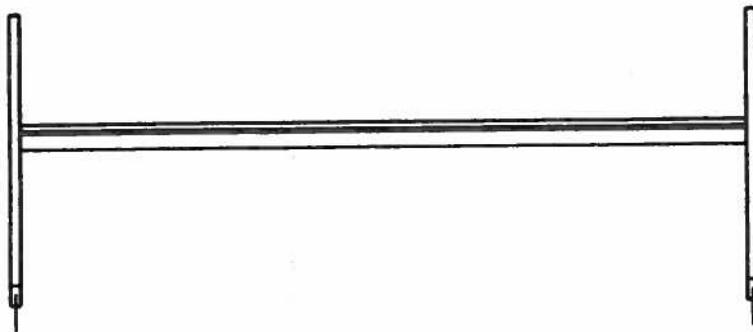
2. MANUFACTURER

- 2.1 "**Type B**" benches shall be Scarborough Bench, model #SC3500-FS-72, horizontal strap seat, 72" length, backless, no center arm, grotto powder coat, as manufactured by the following, or an approved equal:

Landscape Forms, Inc.
431 Lawndale Avenue
Kalamazoo, MI 49048
Phone: (800) 521-2546
Phone: (616) 381-0396
Fax: (616) 381-3455
Email: Specify@landscapeforms.com

3. SPECIFICATIONS

- 3.1 Bench shall be a backless bench, horizontal steel strap style, no center arm, constructed for heavy use in a public setting in an outdoor environment.
 - 3.1.1 Steel straps shall be 1-1/2" x 3/16".
 - 3.1.2 End Frames are 1" x 1" solid steel, joined by 1-1/2" dia., 0.120" wall thickness tubular steel. Seat panels are perimeter welded to the end frames.
- 3.2 Shall be 26" deep x 28" high and 72" length.
- 3.3 Shall be capable of being surface mounted or freestanding. Anchoring devices and installation shall be supplied by others.



SURFACE MOUNT OPTIONS
NON-CORROSIVE MOUNTING
HARDWARE SUPPLIED BY OTHERS.
7/16" DIA MOUNTING HOLES.

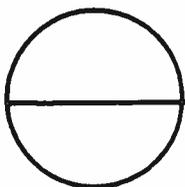
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431 LAINDALE AVE. PHONE: 800-521-2546
KALAMAZOO, MI 49001 FAX: 616-381-3455

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TITLE: 48", 72" & 96" BACKLESS SCARBOROUGH HORIZONTAL STRAP BENCH
DESIGN: SCARBOROUGH
PATENT:
FILE: SC3502
DATE: 9-8-94
AUTHOR: RHB

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6' BACKLESS BENCH TYPE 'B'
NTS

LITTER RECEPTACLE - "Type A"

1. SCOPE

- 1.1 It is the intent of the City of Rochester to purchase park litter receptacles that meet the requirements of this specification.
- 1.2 The City intends to purchase "Type A" litter receptacles.
 - 1.2.1 The City reserves the right to change the quantities of items ordered.

2. MANUFACTURER

- 2.1 "Type A" receptacles shall be Scarborough Litter Receptacles, top opening, model #SC5002-24-33, vertical strap, grotto powder coat, with 30 gallon liner, as manufactured by the following, or an approved equal:

Landscape Forms, Inc.
431 Lawndale Avenue
Kalamazoo, MI 49048
Phone: (800) 521-2546
Phone: (616) 381-0396
Fax: (616) 381-3455
Email: Specify@landscapeforms.com

3. SPECIFICATIONS

- 3.1 Litter receptacle shall be a vertical steel strap style, top opening, constructed for heavy use in a public setting in an outdoor environment.
 - 3.1.1 Supports: Three support legs are 1"x1" solid steel. Fourth leg holds pop up mechanism and is 1"x1" stainless steel tube. Liner rests on 1/4" x 3/4" steel straps, welded to support legs. Collar tubular steel 1-1/4" dia., .120" wall thickness.
 - 3.1.2 Side Panels: Vertical straps are 1-1/2" x 3/16" aluminum. Straps are welded to aluminum rings at top and bottom, which are 2-1/2" wide. Panel is bolted to support structure with stainless steel hardware.
 - 3.1.3 Tops: Top opening (opening is 8" in dia.) Is formed of 14 gauge spun steel and bolted with stainless steel hardware to 14 gauge spun steel diverter

ring.

- 3.1.4 Pop Up Rod: Stainless steel rod is 19/32" in diameter. Pop up mechanism incorporates two sizes of stainless steel roll pins, which allow proper guidance of top.
- 3.1.5 Liners: Receptacle liners shall have 30-gallon capacity and are formed of polyethylene.
- 3.1.6 End Frames are 1" x 1" solid steel, joined by 1-1/2" dia., 0.120" wall thickness tubular steel. Seat panels are perimeter welded to the end frames.
- 3.2 Nominal size is 25" x 33" ..
- 3.3 Shall be capable of being surface mounted or freestanding. Anchoring devices and installation shall be supplied by others.
- 3.4 Metal finish shall include a rust inhibitor and top coat finish of thermosetting polyester powder coat that is U.V., chip and flake resistant.
 - 2.4.1 Color of benches shall be grotto (black) or as approved by the City.
- 3.5 Shall come preassembled and ready for installation.
- 3.6 Manufacturer shall warranty its products to be free from defects in material and/or workmanship for a period of three years from the date of invoice.

4. FABRICATION

- 4.1 Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- 4.2 Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blend so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- 4.3 Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling,

twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

- 4.4 Steel and Iron Components: Galvanized, galvanized and color coated, or color coated. Bare metal steel or iron components are not permitted.
- 4.5 Exposed Surfaces: Polished, sanded or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- 4.6 Factory Assembly: Assemble components in the factory to the greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

5. SUBMITTALS

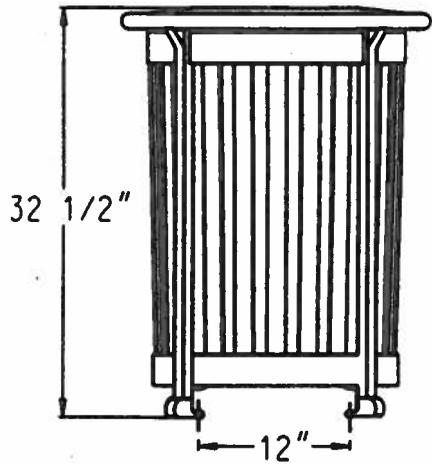
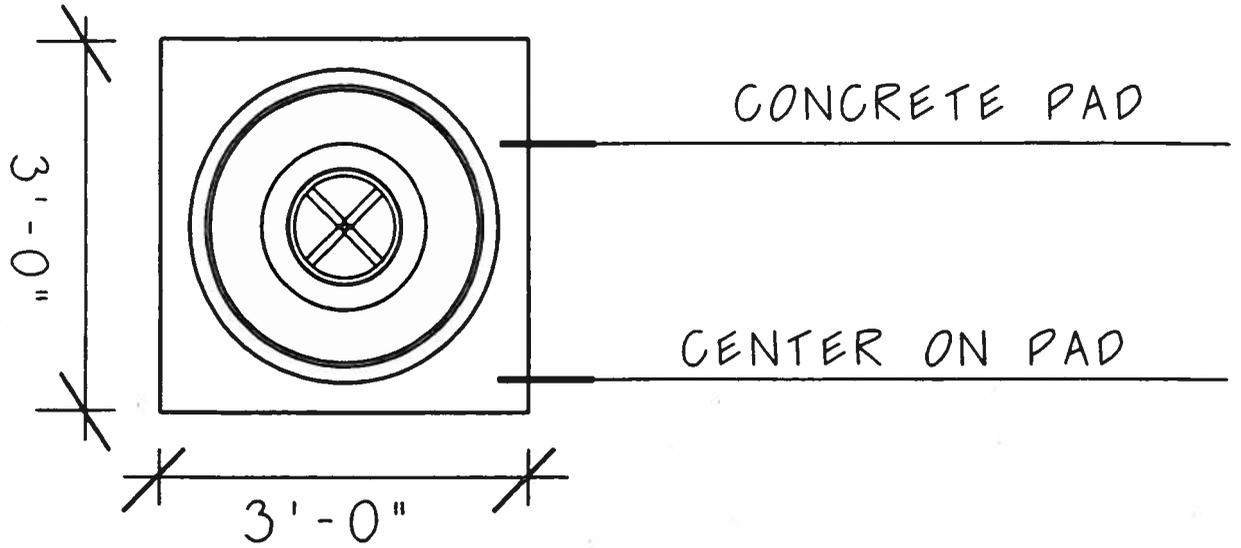
- 5.1 Contractor shall submit construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details, with bid proposal.

6. DELIVERY

- 6.1 Unit Price bid shall include cost of delivery, off loading, and installation as noted.

6.1.1 Shall be inspected by City personnel prior to signing delivery invoice and will not accept shipment of any benches damaged during delivery.

-----END OF SECTION-----



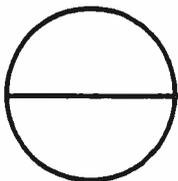
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431 LAINDALE AVE. PHONE: 800-521-2546
 KALAMAZOO, MI 49048 FAX: 616-381-3455

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TITLE: SCARBOROUGH LITTER RECEPTACLE - 25" W X 33"H
 TOP-OPENING-VERTICAL STRAP DETAIL
 30 GALLON
 FREESTANDING OR SURFACE MOUNT
 DESIGN: SCARBOROUGH
 PATENT:
 FILE: SCS212
 DATE: 09-01-94
 AUTHOR: LAD



LITTER RECEPTACLE
 NTS

EXCAVATION AND DISPOSAL

GENERAL

The work shall include the excavation and disposal of asphalt, concrete, base materials and other unclassified materials as required to complete the work of this contract and the removal and disposal of existing tennis and basketball standards and fencing.

The excavation and disposal portion of this specification shall conform to the requirements of the NYS DOT Standard Specifications, Section 203 Excavation and Embankment, Item No. 203.02 Unclassified Excavation and Disposal with the following modifications:

The removal and disposal of existing tennis and basketball standards and fencing portion of this specification shall conform to the following requirements:

CONSTRUCTION DETAILS

General

Prior to excavation, the contractor shall saw cut the entire perimeter of the excavation area full depth. Care shall be taken not to damage the surrounding asphalt pavement to remain. Any damage to the pavement to remain shall be repaired by the contractor at no expense to the City.

Unclassified Excavation and Disposal

Excavate the pavement area to the required depths. Any obstructions below grade that may affect the long term stability of the pavement shall be removed at this time. Any tree roots greater than 1" diameter that are encountered shall be preserved until the Project Manager can view the root(s) and determine a course of action.

Removal and Disposal of Tennis and Basketball Standards

Remove the saw cut pavement and the entire tennis or basketball standard full depth including the footers. The Project Manager will determine if the standards are to be disposed of, preserved by the contractor for reuse, or delivered to the City.

Removal and Disposal of Fencing (Full Depth)

Remove all fence fabric, stretchers, privacy slats and other appurtenances. Saw cut a 2' x 2' area centered around each post to be removed. Within the saw cut area remove the post and footer and all pavement and bases. The resulting hole shall be backfilled, compacted and patched to meet the section, line and grade of the surrounding pavement.

Removal and Disposal of Fencing (Cut Off)

Remove all fence fabric, stretchers, privacy slats and other appurtenances. Cut the existing posts off at the elevation of or slightly recessed from the surrounding pavement grade. Under no circumstances shall the post remain protruding above the pavement. File down all rough edges on the remaining post. Pour concrete into the hollow of the post and fill until flush with surrounding finished grade.

METHOD OF MEASUREMENT

Unclassified Excavation and Disposal

The quantity to be measured for payment shall be the number of cubic yards of materials excavated and disposed of.

Removal and Disposal of Tennis Standards

The quantity to be measured for payment shall be the number of tennis standards removed and disposed of, retained for reuse, or delivered to the City. A single tennis standard shall consist of two posts, a net, and all appurtenances relating to the two.

Removal and Disposal of Basketball Standards

The quantity to be measured for payment shall be the number of basketball standards removed and disposed of, retained for reuse, or delivered to the City.

Removal and Disposal of Fencing

The quantity to be measured for payment shall be the number of square yards of fencing removed and disposed of.

BASIS OF PAYMENT

Unclassified Excavation and Disposal

The unit price bid per cubic yard shall cover all costs of; saw cutting pavement full depth; required excavation and subsequent disposal of all materials; and furnishing all labor, materials and equipment necessary to complete the work.

Removal and Disposal of Tennis and Basketball Standards

The unit price bid per item shall include the cost of: saw cutting pavement full depth; excavation and disposal of all pavements and footers; tennis or basketball standard removal and disposal, or delivery to City storage location, or storage by the contractor for reuse; and furnishing all labor, materials and equipment necessary to complete the work.

Removal and Disposal of Fencing (Full Depth)

The unit price bid per square yard shall include the cost of: removal and disposal of all pavements and bases, fence fabric, footers, ties, posts, stretchers and privacy slats; and furnishing all labor, materials and equipment necessary to complete the work. A square yard shall be a measurement of the fence fabric.

Removal and Disposal of Fencing (Cut Off)

The unit price bid per square yard shall include the cost of: removal and disposal of all fence fabric, ties, posts, stretchers and privacy slats; backfilling remaining posts; and furnishing all labor, materials and equipment necessary to complete the work. A square yard shall be a measurement of the fence fabric.

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
1.	Unclassified Excavation and Disposal	CY
2.	Removal and Disposal of Tennis Standard	EA
3.	Removal and Disposal of Basketball Standard	EA
4.	Removal and Disposal of Fencing (Full Depth)	SY
5.	Removal and Disposal of Fencing (Cut Off)	SY

PAVING FABRIC MEMBRANE

DESCRIPTION:

This work shall consist of furnishing and placing an asphalt-coated paving fabric reinforced membrane over pavement cracks, joints and other pavement cracks, joints, and other pavement distress areas prior to placement of a pavement overlay. The membrane shall be installed as indicated on the plans and contract documents.

MATERIAL REQUIREMENTS:

The strip membrane interlayer shall be a nonwoven, needle punched, polypropelene fabric coated with rubberized asphalt adhesive membrane on the bottom, and top-coated with as asphalt tack coat. A release sheet, which is removed just prior to placement, shall cover the adhesive. The strip membrane interlayer shall meet the physical requirements specified below:

<u>PROPERTY</u> <u>METRIC</u>	<u>TEST METHOD</u>	<u>AMERICAN STANDARD</u>	
Strip Tenelle	ASTM D 882	50 lb/in	8.7 kN/ m
Puncture Resistance	ASTM E 154	200 lb.	890 N
Permeance	ASTM C 9G Method B		0.05 perms. (Max.)
Pliability	ASTM D 148		No cracks in fabric or rubberized asphalt

NOTES:

- 1- Minimum average roll value, unless otherwise noted.
- 2- Using 12 In/min (300mm/min) test speed and 1 inch (.25mm) Initial distance between grips.
- 3- Using 180 degrees bend on / inch (6.4mm) mendral at -25 degrees f (32 degrees c).

Materials shall be stored and handled in accordance with the manufacturer's recommendations. Incidental materials recommended by the manufacturer for proper membrane installation, such as primer and tack coat shall be furnished and used in accordance with the

manufacturer's recommendations. More detailed installation procedures are available from the membrane manufacturer.

USE:

The strip membrane interlayer is used as a moisture barrier and stress absorbing membrane for treatment of pavement cracks, joints, and other pavement distress areas. It is applied in strips over cracks and joints in Portland cement or bituminous pavements. The membrane adheres to the existing surface and is overlaid with asphaltic concrete using standard paving procedures.

CONSTRUCTION METHODS:

The strip membrane interlayer shall be installed in accordance with the manufacturer's recommendations and the following requirements.

Preparation of existing surface: The pavement surface shall be cleaned of dirt and other foreign materials. The surface shall be completely dry, with no lingering moisture around pavement cracks. Cracks greater than 3.8 inch (9.5mm) in width shall be filled with a suitable crack filler. Areas of severe alligator cracking or pavement subsidence shall be excavated and replaced prior to membrane application. If necessary cement concrete slabs shall be stabilized.

Primer placement: When required, a primer shall be furnished and placed on the prepared pavement as specified by the membrane manufacturer. Use of a primer is recommended if the pavement temperature is below 70 F (21 C). No prime coat is needed when the pavement is clean, dry and at a temperature of 70 F (21 C) or above.

Membrane placement: The strip membrane interlayer shall be centered over joints and cracks to be treated and shall be rolled after placement. Transverse joints and cracks shall be treated before longitudinal joints. Should a crack require more than one strip, the strips shall be overlapped at least 4" in the direction of the paving. Any wrinkles or bubbles in the membrane shall be repaired as specified by the manufacturer. Membrane which is damaged due to the Contractor's operations shall be removed and replaced at the Contractor's expense. The installed membrane shall be approved by the Engineer prior to paving operations.

Overlay placement: A standard pre-paving tack coat shall be applied over the pavement and pavement repair membrane. Paving mix should be applied as specified in the plans and contract documents; however, the first lift of overlay asphalt concrete over the membrane interlayer shall have a minimum compacted thickness of 1.5 inches.

Vehicle traffic: If necessary, traffic may be permitted on the membrane before the overlay is placed. However, as a safety precaution, such traffic should be only temporary and must be approved by the Engineer. Harsh traffic conditions, such as high speeds, turning, and braking, should be avoided. Warning signs shall be posted to alert drivers that the surface may be slippery. Signs shall also post a safe speed.

Temperature: The pavement temperature shall be at least 45 degrees F (8 degrees C) and rising for membrane installation.

MEASUREMENT AND PAYMENT:

The cost of furnishing, and installing the strip membrane interlayer; and furnishing all labor, material and equipment necessary to complete the work shall be included in the UNIT PRICE bid for the contract.

COURT AMENITIES

DESCRIPTION

The work shall consist of supplying and installing tennis standards, basketball standards, trash receptacles, benches and bicycle racks as shown on the drawings and as directed by the Project Manager.

MATERIALS

Tennis Standard

Tennis net, posts, center strap, and pipe anchor to be provided by the Lee Tennis Products, 999 Grove Street, P.O. Box 1909, Charlottesville, VA 22903, (800)327-8379, or other approved manufacturer. All equipment provided shall meet the requirements of Section II.L. - Net and Post Equipment of the United States Tennis Court and Track Builders Association (Appendix A).

<u>Item</u>	<u>Model No.</u>
Net:	0915 - The Grandmaster Net
Posts:	131 - Aluminum Internal Wind Net Post
Center Strap:	19S-P
Pipe Anchor:	19P

Basketball Standard

Basketball standards to be provided by Bison Inc., 603 "L" Street, Lincoln, NE 68505, 800-247-7668.

<u>Item</u>	<u>Model No.</u>
Standard:	BA871-BK, the Ultimate Series Playground System

CONSTRUCTION DETAILS

Tennis Standards

Shall be installed as per the requirements of Section II.L. - Net and Post Equipment of the United States Tennis Court and Track Builders Association (Appendix A), the manufacturer's instructions and as directed by the Project Manager. If not provided by the manufacturer, all hardware for installation and mounting is to be supplied by the contractor.

Basketball Standards, Trash Receptacles, Benches and Bicycle Racks

Shall be installed as per the manufacturer's instructions, the attached details and as directed by the Project Manager. If not provided by the manufacturer, all hardware for installation and mounting is to be supplied by the contractor.

METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of each item installed.

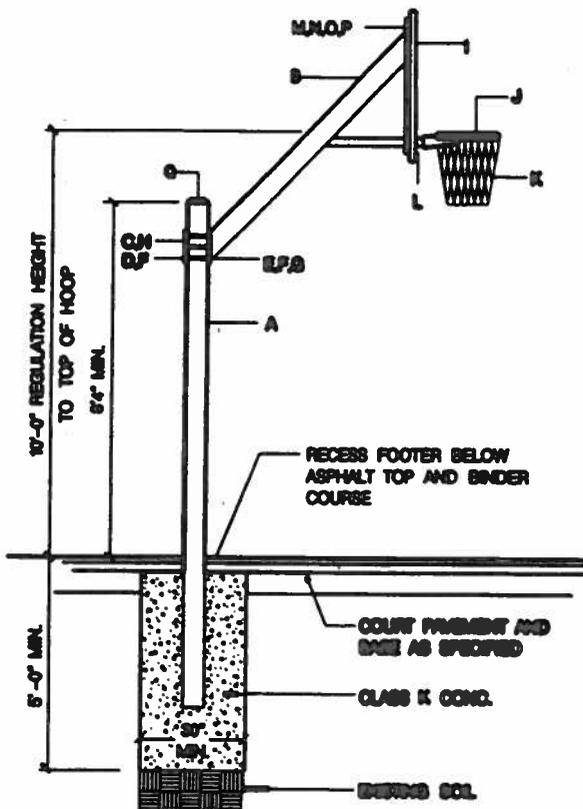
BASIS OF PAYMENT

Tennis and Basketball Standard

The unit price bid per item shall include the cost of: excavation and disposal; installing the item per these specifications and details and the manufacturer's instructions; site restoration; and furnishing all labor, materials and equipment necessary to complete the work.

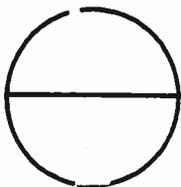
BISON RECREATIONAL PRODUCTS
 MODEL BA871 ULTIMATE
 PLAYGROUND BASKETBALL SYSTEM

LABEL	QUANTITY	DESCRIPTION
A	1	VERTICAL POLE
B	1	45 DEGREE EXTENSION ARM
C	1	MOUNTING PLATE
D	6	5/8" X 9" HEX BOLTS
E	6	5/8" HEX NUTS
F	12	5/8" FLAT WASHERS
G	6	5/8" LOCK WASHERS
H	8	3/8" X 1-1/2" SPRING PINS
I	1	BA47 BACKBOARD
J	1	BA39U RIM
K	1	BA50 NET
L	1	RIM MOUNTING HARDWARE PACKAGE
M	2	7/16" X 1-1/4" CARRIAGE BOLT
N	2	7/16" FLAT WASHERS
O	2	7/16" LOCK WASHERS
P	2	7/16" HEX NUTS
Q	1	POLE CAP

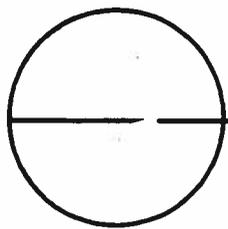
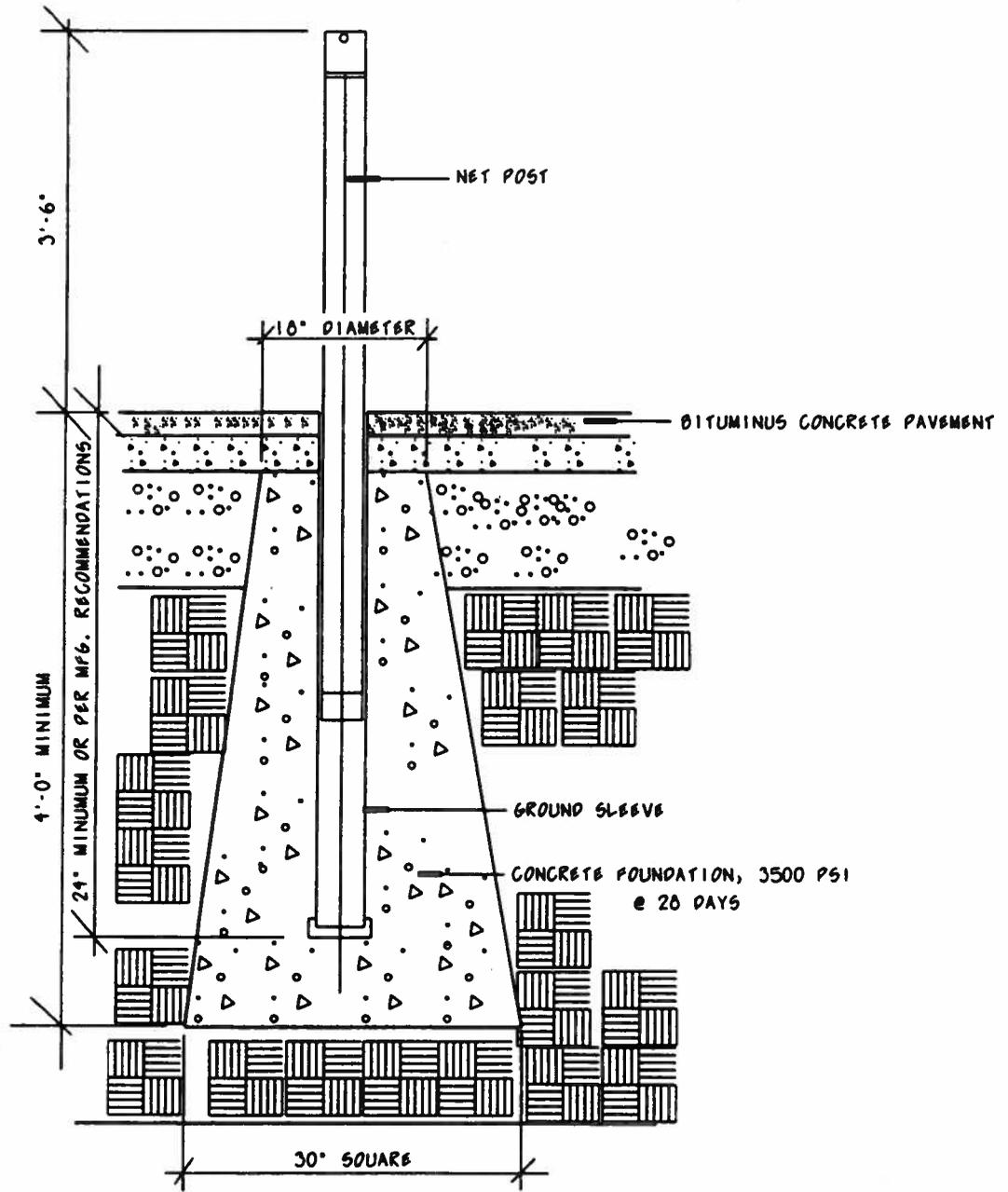


INSTALLATION NOTES

1. POSITION BACKBOARD AS INDICATED ON PLANS. REMEMBER THAT THERE IS APPROX. 5' FROM BACKBOARD TO POLE.
2. DIG A 30" DIAMETER BY 60" DEEP HOLE.
3. SET POLE AND BE SURE THAT AT LEAST 8'-4" OF POLE EXTENDS ABOVE FINISHED PLAYING SURFACE.
4. POUR CONCRETE AND ALLOW 48 HOURS MIN. CURING TIME. POLE MAY REQUIRE SUPPLEMENTAL BRACING TO INSURE PERFECT VERTICALITY.
5. MOUNT THE 45 DEGREE EXTENSION ARM AS SHOWN USING HARDWARE PROVIDED.
6. INSTALL BACKBOARD OVER THE TOP LIP ON THE EXTENSION ARM AND ATTACH BACKBOARD TO ARM WITH THE 7/16" HARDWARE PROVIDED. FINGER TIGHTEN ONLY.
7. TIGHTEN ALL BOLTS MAKING SURE RIM IS AT DESIRED HEIGHT.
8. INSTALL NET AND POLE CAP.

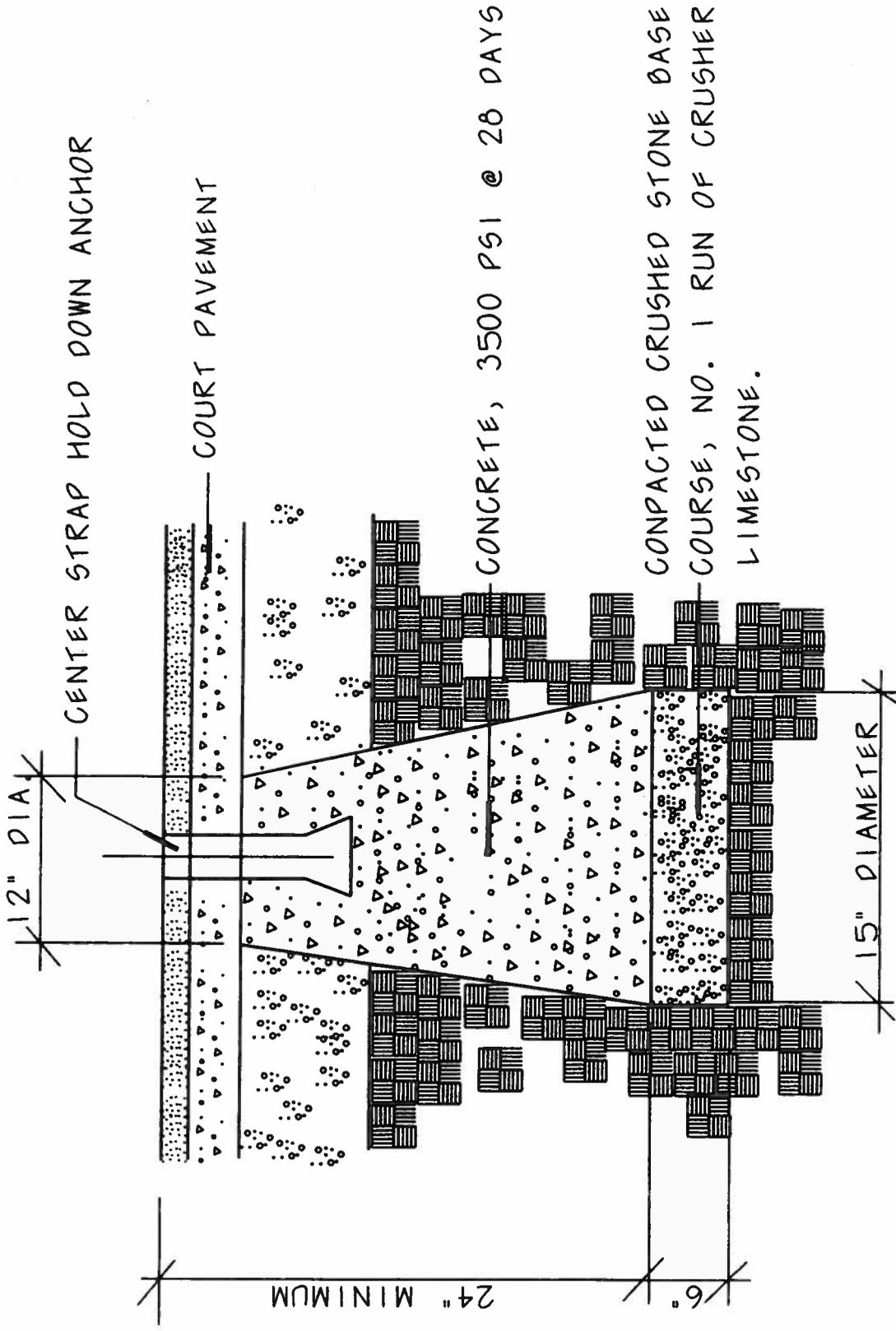


BASKETBALL HOOP
 NTS



TENNIS NET POST FOOTING

NTS



○ CENTER STRAP HOLD DOWN ANCHOR
NTS

COURT SURFACING

DESCRIPTION

The work shall consist of thoroughly cleaning the court(s), filling and sealing cracks, leveling depressions, resurfacing asphalt, applying color coat, and line striping as shown on the plans and as directed by the Project Manager. These methods shall apply to tennis and basketball courts, both existing and new pavement.

MATERIALS

General

All coating materials shall be 100% acrylic emulsions, formulated with acrylic resins, mineral fillers, color fast pigments and silica sand. Both fill and finish coats shall be fully pigmented, assuring a uniform finish and consistent color throughout. No coating materials containing asphaltic or tar emulsions nor any vinyl, alkyd or non acrylic resins will be accepted.

The following manufacturers, or an approved equal, have products acceptable for use:

Nova Sports USA 6 Industrial Road Building #2 Milford, MA 01757 1-800-USA-NOVA	Action Pave Athletic Surfaces Copeland Coating Company, Inc. 3600 Route 20 P.O. Box 595 Nassau, NY 12123 1-800-303-4219	JET-Blak Sealers 16 Deep Rock Road Rochester, NY 14624 585-436-5050
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Submittals

The Contractor shall submit manufacturer's literature including products for use, material specifications and data, application/installation specifications and color samples as appropriate. This information shall be submitted and the products approved by the Project Manager prior to any work beginning.

Equivalents

Use of approved equal must be requested in writing to the City of Rochester and all information required under Submittals above shall be included for the Project Manager's consideration

Delivery

Materials shall be delivered to the construction site in their original unopened containers clearly labeled with trade name and name of manufacturer.

CONTRACTOR QUALIFICATIONS

Contractor shall have previous experience in color coat application at the time of bid opening. References, including contact name, phone number, address, and brief project description, to be supplied upon verbal request of Contract Manager.

CONSTRUCTION DETAILS

General

Application shall be applied by skilled mechanics in a workman like manner according to the United States Tennis Court and Track Builders (U.S.T.C. and T.B.A.) guide specifications and the manufacturer's standard printed instructions.

Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.

New asphalt courts shall be allowed to cure for a period of 14 to 28 days prior to the application of surfacing materials.

It is the contractor's responsibility to protect the work site from pedestrian or vehicular traffic for the duration of the project. Signs must be posted stating the courts are closed for use.

Cleaning

Vegetation

Any weeds growing in cracks in the pavement shall be treated with a non-selective herbicide and the plant top and roots killed prior to cleaning the cracks.

All weeds and lawn around the perimeter of the court shall be trimmed back from the edge of the court so as to not interfere with the court coating process.

Any low points or other areas that show algae or fungal growth shall be scrubbed with a diluted solution of bleach (1 part bleach to 5-7 parts water). After scrubbing thoroughly flush with clean water to remove all bleach from court surface.

Cracks

Cracks must be cleaned of dust, dirt and debris including treated vegetation for the full depth and length of the of the crack to be repaired. Blow clean with an air compressor or high pressure washer until clean of all debris.

Surface

Before commencing any surfacing work scrape off any old coating that may flake or is peeling. The surface should be free of grease, oil, dust, dirt and other foreign matter that would effect the bonding of the coating material to the existing surface.

Crack Filling

Fill void with crack filler according to the manufacturer's standard printed instructions. Upon completion the crack shall be filled and its top surface shall match the grade of the surrounding court.

Leveling "Birdbaths"

Flood court with water and allow to drain for one hour (preferably at 70 degrees Fahrenheit). After one hour any remaining water that can cover a five cent piece on its side shall be considered a "birdbath" and need to be brought to proper grade. Outline the area with chalk and sweep the water out. The low area that was outlined with chalk should be leveled as per manufacturer's recommendations. Repeat above steps as necessary until all depressions are

removed.

Court Surfacing

Apply two (2) coats of resurfacer (base coat) with sand followed by three (3) coats of color concentrate (finish coat) with sand. Successive applications shall be applied at ninety (90) degree angles to the previous coat. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.

New coats shall completely cover the previous coating. The final coat shall be applied parallel to the tennis net or basketball backboards.

All out-of-bounds areas to be color coated with red color coat and all areas inside out-of-bounds-line shall receive light green color coat. Manufacturer's color charts shall be submitted to select actual colors.

Playing Lines

Paint should be applied by a skilled mechanic in accordance with the manufacturer's standard printed instructions. No over spray is permitted. At no time should the playing lines or the line dimensions vary more than 1/4" from the exact measurement. Lines shall be masked with tape prior to painting.

Tennis Courts

Base lines should not be more than 4" wide and playing lines not more than 2" wide and marked in accordance with the rules of the United States Tennis Association.

Basketball Court

All lines should be 2" wide.

Cleanup

All drums, barrels, trash and debris of any kind shall be removed from the site by the contractor. All precautions shall be taken to prevent spillage of material. Any damage to public or private property shall be repaired to the satisfaction of the City.

BASIS OF PAYMENT

The cost of cleaning, crack filling, leveling; resurfacing, color coating, and line striping of the court(s) as indicated on the plans and furnishing all labor, material and equipment necessary to complete the work shall be included in the UNIT PRICE bid for the contract.

-----**END OF SECTION**-----

G:\DIV\DEV\SPECs\court surfacing.wpd

COURT REPAIR

**APPENDIX B
WAGE RATES**

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://wop.labor.state.ny.us/wop/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.



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.
- l) 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.



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 2013 through 2014
Date Requested 01/09/2014
PRC# 2014000184

Location Various Locations
Project ID#
Project Type Court Repair

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 2013 through June 2014. 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