



PRINTED NAME OF BIDDER

GENESEE RIVERWAY TRAIL SIGNAGE

Invitation to Bid No. 402210 Issued: July 28, 2014

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

BID OPENING: Monday, August 11, 2014

PRE-BID MEETING: A pre-bid meeting will not be held.

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 CONTRACT WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: YES

Samples Requirement: AS PER CONTRACT AND SPECIFICATIONS

Descriptive Literature/Technical Data Requirement: CONTRACTOR'S QUALIFICATIONS

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

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1. SCOPE

The City of Rochester requests bids for GENESEE RIVERWAY TRAIL SIGNAGE. This contract is for the manufacture and installation of trail signage.

2. SPECIFICATIONS, DETAILS & WAGE RATES

See appendices for specifications, details and New York State Wage Rates. New York State Wage Rates shall only be applicable to the installation portion of this contract.

3. PRE-BID CONFERENCE

A pre-bid conference will not be held.

4. TERM OF CONTRACT

4.1 The contract will go into effect on date of award and end June 30, 2015.

4.2 The City reserves the right to extend the contract under the same terms and conditions for up to three (3) additional periods of (1) one year or less, provided such extension is agreeable to both the City and the contractor.

5. METHOD OF AWARD

5.1 Award will be made to the responsive and responsible bidder offering the lowest Total Base Bid, which will be the sum of Group 1 and Group 2.

5.2 Bidders must submit bids for every item listed on the Proposal pages, including Contingent Items, to be considered valid. Failure to do so will result in rejection of bid.

5.3 Although the Contingent Unit Price items will not be used to determine the low bidder, the City of Rochester reserves the right to reject any of these prices which it considers to be unreasonable, and/or reject any bid where prices are unbalanced or not consistent with current market conditions.

5.4 Bids proposing alternates to the specifications in this Invitation to Bid must be clearly identified as such, and bidders shall include description as necessary to explain the purpose of the difference.

5.5 City reserves the right to reject any bids based upon specifications different than those specified in this contract.

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6. ESTIMATED QUANTITIES

- 6.1 The quantities shown on the Proposal pages are estimates only. For Group 2 and Contingent items a quantity of one of each to establish the City's cost if needed. The contract will be for the actual quantities ordered during the contract term.
- 6.2 The City makes no guarantees whatsoever about the quantities which will actually be ordered. The contractor must guarantee the price quoted regardless of actual quantity ordered.
- 6.3 The City has 20+ miles of built trail and numerous trail projects currently being planned, designed and constructed, all of which have yet to receive signage. It is the City's intent to use this contract to provide trail signage and installation services for those projects, as funding becomes available. However, the City does not guarantee the quantity of signs to be ordered as part of this contract.
- 6.4 The City intends to purchase the following signage elements, complete with installation, upon bid award: These items are included in Group 1.

<u>SIGN TYPE</u>	<u>BID ITEM</u>	<u>QUANTIY</u>
A1	Graphic Panel (Installed)	2
B1	Graphic Panel (Installed)	1
D1	Graphic Panel (Installed)	6
D2	New Sign	1
D4	New Sign	3
E1	Graphic Panel (Installed)	3
E2	New Sign	1
F1	Graphic Panel (Installed)	6

- 6.4.1 Detailed location mapping, signage schedule and digital graphic files shall be provided upon order of signs.
- 6.4.2 The City reserves to the right to change the above listed items and quantities at its discretion.
- 6.5 The City reserves the right to bid trail signage with other projects at its discretion.
- 6.6 The City reserves the right to negotiate better pricing with the contractor for large unanticipated quantities of signs. Where the City is unable to obtain a satisfactory negotiated price, the City reserves the right to seek a separate publicly bid contract for such quantities.

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7. CONTINGENT UNIT PRICES

- 7.1 In addition to the specific items on the proposal sheets the City is also requesting Contingent Unit Prices for additional items that may be required during the term of the Contract. There are no estimates for these items.
- 7.2 Any such items ordered during the contract period or extensions shall be at the prices bid, subject to section 6.6 above.

8. PRICE INCREASES

- 8.1 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.
- 8.2 Price changes may be granted upon an extension of the contract.
- 8.3 Written request for price increase must accompany vendor's offer to extend.
 - 8.3.1 Written request for price increase must be documented as representing increased costs only, not increased profit.
 - 8.3.2 In no case will a price increase greater than the increase in the CPI-Urban be granted.
 - 8.3.3 Prices may also be decreased to reflect market conditions.
 - 8.3.4 Price increases may only be approved by the Purchasing Agent, whose decision will be final.

9. 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 in loss of some or all of the performance security, but also in termination of the contract.

10. CONTRACTORS QUALIFICATIONS

- 10.1 The low bidder shall demonstrate its ability to complete the work as per these contract documents.
 - 10.1.1 The contractor shall have been regularly engaged in the manufacture and installation of trail or other similar signage for a minimum of five (5) years and shall have a minimum of three (3) successful project similar in nature to this contract.

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- 10.2 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.
- 10.3 Acceptable contractors will be determined by the Project Manager and Purchasing Agent, whose decision will be final.

11. WORK SCHEDULE

- 11.1 For any sign installations 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.

Jeff Mroczek - Landscape Architect
City Hall - Room 300B
Rochester, New York 14614
(585) 428-7124
mroczekj@cityofrochester.gov

- 11.2 Contractor shall be responsible for safe storage and handling of all signage elements until installation is accepted by City Contract Manager.
 - A. The City reserves the right to inspect all items upon delivery to installation site and to reject any items that are damaged, defective, or do not meet the Terms and Conditions of this contract.
 - B. The Contractor shall be responsible for replacing, in-kind, any items that are damaged or lost due to his negligence or error.
- 11.3 Installations shall be at locations as directed by City Contract Manager. The contractor shall be supplied with individual site layout mapping prior to installation date.
- 11.4 The contractor shall notify the City Contract Manager of intent to install one calendar week prior to actual installation date.
- 11.5 Installation 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.
- 11.6 Certain City project constraints may necessitate the delay of installation of signage elements. If such a delay is ordered by the City Contract Manager and the above noted delivery and installation times are exceeded, the contractor shall not be considered at fault.

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12. NON-SPECIFIED RELATED WORK

- 12.1 The City reserves the right to negotiate prices for the supply, services or installation of products which are comparable to those bid, but may not be included in the product line under contract.
- 12.2 This option may be exercised only for incidental items required during the contract. Terms and conditions included in the contract will apply to each purchase.
- 12.3 Any work as described in 12.1 & 12.2 above must be authorized by the Purchasing Agent or his/her authorized agent prior to any notice to proceed.
- 12.4 The contractor must submit a written price quotation to the City Project Manager and the Office of the Purchasing Agent for proper authorization and/or approval. Services rendered without prior consent of the Purchasing Agent will not be paid for by the City of Rochester.
- 12.5 The City reserves the right to bid any additional work competitively, if it is in the City's best interest.

13. GUARANTEE AND WARRANTY

- 13.1 Shall be as per the requirements of the City of Rochester Standard Construction Contract Documents, Article 11, 11.1, Warranty and Guarantee which are hereby incorporated by reference and as detailed in the attached specifications.
- 13.2 The Standard Construction Contract Documents are published on the City of Rochester web site, or may be obtained from the Bureau of Purchasing, City of Rochester.

14. INVOICES AND PAYMENTS

- 14.1 Payments will be made on the number of signage elements supplied and installed by the contractor as directed by the City Project Manager.
- 14.1.1 Payment will be based upon an invoice submitted by the contractor for all elements ordered by the City at that time.
- 14.1.2 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)

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- D. Total cost of this invoice
- E. City Contract number
- F. Date of delivery/installation

14.2 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.

15. BIDDING AND PERFORMANCE REQUIREMENTS

15.1 Each bidder must satisfy himself/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 this information was secured by personal investigation and research and accepts full responsibility for his/her bid prices.

16. LABOR STANDARDS REQUIREMENTS

16.1 COMPLIANCE WITH LABOR LAWS

16.1.1 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.

16.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The Contractor shall further certify on any statement to the City for a partial or final payment that the wage rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.

16.1.3 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.

16.1.4 In all operations related to the Work, all other State and Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those

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engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

16.2 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 "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.

16.3 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 or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest 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.

17. PREVAILING WAGE RATES

- 17.1** Incorporated in these contract documents are the Prevailing Wage Rates Schedules in effect at the time of publication of these Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.
- 17.2** In the 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.
- 17.3** The City will not be responsible for any of the Contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before the advertisement, before bid opening, before award of the Contract, after the Contract has been let, or during the life of the Contract. No change in the Contract price shall be allowed to the Contractor for any such increases, except as provided for elsewhere in these documents.

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

18. BONDS

18.1 No bonding will be required for this contract.

19. INSURANCE

19.1 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.

19.2 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 cancelled until ten days' written notice has been given to the City Purchasing Agent.

19.3 In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project.

19.4 The kinds and amounts of insurance are as follows:

19.4.1 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

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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.

19.4.2 PROPERTY AND CASUALTY INSURANCE

- A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE** issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him under the within agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x., c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance. 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:

Combined Single Limit
\$1,000,000

20. NON-DISCRIMINATION

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

- 20.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 20.2 That he, his sub-contractors, 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 age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 20.3 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.

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21. SUBCONTRACTING

- 21.1 Subcontracting any of the work in this contract is prohibited unless the contractor notifies the Purchasing Agent that a subcontractor is requested, and the contractor receives written approval from the Purchasing Agent accepting the subcontractor.
- 21.2 In the event a subcontractor is used, the City reserves the right to require a labor and material payment bond or cash security equal to 50% of the value of the subcontract.
- 21.3 The bidder must indicate on the Questionnaire Form of the Proposal if the bidder intends to use one or more subcontractors, and for which work.

22. 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:

- 22.1 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;
- 22.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 22.3 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 manufacture and installation of one of each item only. **Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.**

GROUP 1

ITEM DESCRIPTION

TOTAL BID PRICE

- | | | |
|--|----------|----------------|
| 1. A-1 Kiosk (Major) | \$ _____ | X 2 = \$ _____ |
| 2. B-1 Kiosk (Minor) | \$ _____ | X 1 = \$ _____ |
| 3. D-1 Trail Directional (Major) | \$ _____ | X 6 = \$ _____ |
| 4. D-2 Trail Directional (Minor) | \$ _____ | X 1 = \$ _____ |
| 5. D-4 ROW Directional
(Pedestrian) | \$ _____ | X 3 = \$ _____ |
| 6. E-1 Hazard / Warning (Major) | \$ _____ | X 3 = \$ _____ |
| 7. E-2 Hazard / Warning (Minor) | \$ _____ | X 1 = \$ _____ |
| 8. F-1 Trail Marker | \$ _____ | X 6 = \$ _____ |

TOTAL GROUP 1 \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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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 manufacture and installation of one of each item only. **Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.**

GROUP 2

<u>ITEM DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1. C-1 Parking Lot Directional	\$ _____ X 1 = \$ _____
2. D-3 ROW Directional (Vehicular)	\$ _____ X 1 = \$ _____
3. D-5 ROW Directional (Existing Pole)	\$ _____ X 1 = \$ _____
4. D-5 ROW Directional (New Post)	\$ _____ X 1 = \$ _____
5. E-3 911 Emergency Marker	\$ _____ X 1 = \$ _____
6. E-4 911 Emergency Decal	\$ _____ X 1 = \$ _____
7. F-2 Trail Marker (Removable)	\$ _____ X 1 = \$ _____
8. F-3 Trail Marker (Directional)	\$ _____ X 1 = \$ _____
9. G-1 Interpretive - Free-Standing	\$ _____ X 1 = \$ _____
10. G-2 Interpretive - Free-Standing (Small)	\$ _____ X 1 = \$ _____
11. G-3 Interpretive - Rail-Mount	\$ _____ X 1 = \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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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 manufacture and installation of one of each item only. **Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.**

GROUP 2

ITEM DESCRIPTION

TOTAL BID PRICE

12. G-4 Interpretive - Rail-Mount (Small)	\$ _____	X 1 = \$ _____
13. Graphic Panel (replacement)	\$ _____	X 1 = \$ _____
14. Graphic Panel (delivered)	\$ _____	X 1 = \$ _____

TOTAL GROUP 2 \$ _____

TOTAL BID PRICE GROUP 1 & 2 _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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City of Rochester, New York
Department of Environmental Services
CONTINGENT UNIT PRICES

The bidder shall enter the following unit prices which shall apply to work added to or deducted from the contract. The contractor hereby agrees to furnish and install the following items, including labor, materials, equipment, overhead, and profit, complete, in place, and ready for use, in accordance with the directions of the Contract Manager, for the prices written in below. The City reserves the right to reject any or all of the unit prices. These prices shall remain fixed for the duration of the contract. All work shall conform to these contract documents, the City of Rochester, Standard Construction Contract Documents, and the NYS Standard Specifications.

BID ITEM	PAY UNIT	UNIT PRICE
S608.14 - Concrete Pavement	SY	\$
S608.15 - Asphalt Pavement	SY	\$
Authorized Signature	Typed Name and Title of Authorized Signature	
Typed Name of Company		

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PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

Date

Contract No. _____ Contract Term: _____

Purchasing Agent: _____

Date: _____

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**APPENDIX "A"
SPECIFICATIONS**

SPECIFICATION

PAGE NUMBER

S608 - CONCRETE AND ASPHALT PAVEMENT

S608-1 thru S608-7

S998 - TRAIL SIGNAGE

S998-1 thru S998-12

SECTION S608 – CONCRETE AND ASPHALT PAVEMENT

S608-1 DESCRIPTION

Work consists of construction of concrete and asphalt pavement as required in Contract Documents and as directed by Project Manager.

For purposes of this specification, all references are in accordance with *NYSDOT Standard Specifications (US Customary Units dated May 1, 2008)* edition, including any addendums.

S608-2 MATERIALS

S608-2.01 General

Materials are to be in accordance with NYSDOT Section 700 Materials Details:

Portland Cement	701-01
Bituminous Materials	702
Fine Aggregate	703-01
Coarse Aggregate	703-02
Mortar Sand	703-03
Cushion Sand	703-06
Concrete Sand	703-07
Mineral Filler	703-08
Premoulded Resilient Joint Filler	705-07
Masonry Mortar	705-21
Membrane Curing Compound	711-05
Form Insulating Materials for Winter Concreting	711-07
Water	712-01

S608-2.02 Concrete Pavement

Concrete is to be Class K in accordance with Section S504 Portland Cement Concrete.

Subbase course material is to be Type 1 in accordance with NYSDOT Section 304 Subbase Course.

S608-2.03 Asphalt Pavement

Asphalt top is to be an asphalt mix that is dense graded and having gritty texture for single course resurfacing over stone base or asphalt binder.

Asphalt mix is to be in accordance with NYSDOT Section 401 Plant Production, with following modifications:

Composition		
Screen Size	General Limits Percent Passing	Job Mix Tolerance Percent
1/2 inch	100%	-
1/4 inch	90 to 100%	-
1/8 inch	45 to 70%	+/- 7%
#20	15 to 40%	+/- 7%
#40	8 to 27%	+/- 7%
#80	4 to 16%	+/- 4%

#200	2 to 6%	+/- 2%
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Other Properties		
Asphalt Content Percentage	6 to 8%	+/- 0.4%
Asphalt Cement Grade and Number	AC-20 - 702.0500	-
Mixing and Placing Temperature Range	250°F to 325°F	-

Aggregate is to be in accordance with NYSDOT Sections 703-01 Fine Aggregate and 703-02 Coarse Aggregate, meeting following blend percentages:

Aggregate	Blend Percentage
Coarse Aggregate #1A	44%
Fine Aggregate Manufactured	28%
Fine Aggregate Natural	28%

Asphalt binder is to be 19 F9 Binder Course HMA, 80 Series Compaction in accordance with NYSDOT Sections 401 Plant Production and 402 Hot Mix Asphalt (HMA) Pavements.

Asphalt base is to be 37.5 F9 Base Course HMA, 80 Series Compaction in accordance with NYSDOT Sections 401 Plant Production and 402 Hot Mix Asphalt (HMA) Pavements.

Subbase course material is to be Type 2 in accordance with NYSDOT Section 304 Subbase Course.

S608-3 CONSTRUCTION DETAILS

S608-3.01 General

At least 24 hours prior to commencing any work, provide written notification to all residents of adjacent properties that are being directly affected by work. Notification is to be in plastic bag with handles that has capability of being hung on door knob.

Coordinate with individual businesses that are directly affected by work to schedule construction of work such as to minimize as much as possible any disruption of business's daily operations.

Prior to commencing any work which will directly impact access to driveway area, take all steps necessary to notify owner of any vehicle that may potentially be blocked-in by work. Allow owner reasonable amount of time to remove their vehicle from driveway.

Maximum allowable transverse slope on sidewalk is 1:50, with sidewalk to be sloped such that water drains away from private property and towards street.

S608-3.02 Tree Protection

Existing trees and tree roots within project limits are to be protected from damage by construction activities. Construction or excavated materials are not to be placed or stockpiled within limits of canopy of any existing tree, to prevent smothering of existing tree root system. Vehicles and other construction equipment are not to be parked on any tree root system, nor left running (idling) under limits of canopy of any existing tree.

Where cutting of existing tree roots is necessary, it is to be done with sharp cutting tools. Exposed tree roots are to be re-buried as soon as possible. Until exposed tree roots can be re-buried, exposed tree roots are to be covered with wet burlap. Burlap is to be kept wet until exposed tree roots can be re-buried.

Existing trees that are damaged by construction activities are to be repaired within 72 hours using current arboricultural standards. Those existing trees that are determined by City Forester to be damaged beyond repair, are to be removed and replaced by Contractor.

S608-3.03 Restoration

Adjacent areas disturbed or damaged during construction must be restored within 15 working days.

When restoring lawn areas adjacent to new construction, on-site borrow material may be used to backfill area to within 3 inches of finished surface. On-site borrow material is to be thoroughly compacted and free of grass clumps, tree roots, stones larger than 1 inch in size, pieces of asphalt and any other extraneous material.

When adjacent paved areas are disturbed as part of work, Contractor will be required to repair disturbed area. Perimeter of disturbed area is to be saw cut full depth, and such that all edges are straight and true. Bricks are to be replaced in whole units only, with replacement brick matching existing brick in size, shape and color. Restoration work is to be done such that pattern, grades and cross slope are consistent with existing surrounding area.

S608-3.04 Concrete Pavement

A. General

General construction details for manufacturing, transporting, and placing concrete are to meet requirements of Section S504 Portland Cement Concrete, and NYSDOT Section 501 Portland Cement Concrete - General.

Freshly poured concrete is to be secured from vandalism or other mishap. Repair any damage as soon as possible.

Concrete sidewalk section is to be minimum of 5 feet in width, and consists of 5 inches of Class K concrete, placed over thoroughly compacted subbase course Type 1 material with minimum thickness of 6 inches after compaction.

Concrete sidewalk section in areas where concrete sidewalk crosses driveway, for concrete sidewalk access ramps including landing area, for concrete sidewalk located within area of intersection radius, and for concrete driveways, is to consist of 7 inches of Class K concrete, placed over thoroughly compacted subbase course Type 1 material with minimum thickness of 6 inches after compaction.

Subbase course Type 1 material is to be placed in accordance with NYSDOT Section 304 Subbase Course.

If required by Project Manager, temporary driveway access is to be provided until permanent driveway restoration can be done.

B. Excavation and Backfill

Area on which concrete is to be placed is to be excavated, and subgrade shaped and compacted with vibratory compactor to relatively smooth surface. Soft areas in subgrade are to be eliminated in order to provide uniform support of concrete.

Finished subgrade is to be parallel to surface of proposed grade. Before compacting subgrade material, cull material of all large stones, tree roots, or any other foreign substances. Use subbase course Type 1 material to adjust subgrade elevations and to replace unsuitable subgrade material. Subbase course material is to be thoroughly compacted and wetted prior to placement of concrete.

Excavation includes complete removal and disposal of existing materials, including paved areas, tree roots, dirt, and any other material encountered within area to be excavated.

Stockpiling of excavated material at project site is not allowed. Excavated materials must be disposed of off project site by end of each work day.

When excavating and removing an existing paved area, take any necessary precaution to prevent any damage from occurring to adjacent paved areas that are to remain. Perimeter of existing paved area to be excavated is to be saw cut full depth with concrete saw before starting excavation. Saw cut and excavate existing concrete areas at nearest joint.

Concrete must be poured within 3 calendar days of area having been excavated. Only excavate an area that can be restored within 3 calendar days at any one time. Except for adverse weather conditions, under no other circumstances are excavated areas to remain open for greater than 3 calendar days.

No driveway, including sidewalk area, is to be excavated on Friday or day before legal holiday. Vehicular driveway access must be restored within 6 calendar days of original excavation.

Adjacent paved areas that are in satisfactory condition and are subsequently damaged by construction activities are to be restored.

C. Forms

Forms are to be minimum of 5 inches high, free from warp and have sufficient strength to resist springing out of shape. Nominal thickness of wood forms is to be 2 inches, except for those in areas with curved construction lines. Before being used, forms are to be thoroughly cleaned of any mortar, concrete, dirt or any other extraneous materials. Forms are to be well staked or otherwise held to established construction lines, with upper edges conforming to established grade. Before placing concrete, wood forms are to be thoroughly wetted, and steel forms oiled. In areas where concrete placement crosses other paved areas, forms are to be carried through area to provide uniform width of concrete.

D. Joints

1. *Edges.* Edges, including joints, are to be finished smooth and plumb with an approved jointing tool which has minimum 5/8 inch radius, so made as to slightly round corners of edge or joint.

2. *Construction Joint.* Construction joints are joints where two successive placements of concrete meet.

3. *Transverse Joint.* Transverse joints are joints that are perpendicular to length of new sidewalk and are spaced at regular intervals. Transverse joints 12 feet long or shorter are to be saw cut or finished smooth with jointing tool. Transverse joints longer than 12 feet are to be saw cut, except when placed as construction joint. Transverse joints that are saw cut are to be saw cut minimum of 1/4 of thickness of concrete slab. Tooled transverse joints are to have maximum width of 1/2 inch, excluding rounded edges of jointing tool.

4. *Longitudinal Joint.* Longitudinal joints are joints that run length of new sidewalk. Longitudinal joints 12 feet long or shorter are to be saw cut or finished smooth with jointing tool. Longitudinal joints longer than 12 feet are to be saw cut, except when placed as construction joint. Longitudinal joints that are saw cut are to be saw cut minimum of 1/4 of thickness of concrete slab. Tooled longitudinal joints are to have maximum width of 1/2 inch, excluding rounded edges of jointing tool.

5. *Scoring Pattern.* Sidewalks with areas greater than 36 square feet are to be scored with joints.

Transverse joints are to be scored at intervals of 5 feet on center so that finished sidewalk area will be marked in squares, unless otherwise indicated in Contract Documents, or as directed by Project Manager. Transverse joints are to be straight and perpendicular to longitudinal line of straight sidewalk at street side of sidewalk, and radial to line of curved sidewalk, or as directed by Project Manager.

Longitudinal joints are to be parallel to longitudinal edge of sidewalk at street side of sidewalk, unless otherwise indicated in Contract Documents, or as directed by Project Manager.

Scoring patterns at street corners and other large areas will be as indicated in Contract Documents. If Contract Documents do not indicate scoring pattern, Project Manager must approve proposed scoring pattern prior to construction of joints.

Score joints minimum length of 2 feet diagonally off corners of structures, such as pole bases, handholes, manholes, et cetera, that are located in sidewalk area. Joints can be scored with either with jointing tool or saw cut.

6. Construction and Expansion Joint. Construction and expansion joints are to be finished smooth with an approved jointing tool which has minimum 5/8 inch radius, so made as to slightly round corners of joint.

Construction and expansion joints are to be filled with 1/2 inch thick premoulded expansion joint material. Premoulded expansion joint material is not to protrude above finished grade.

Expansion joints are to be placed at least once every 30 feet of continuous sidewalk, and are to extend full thickness and width of sidewalk. When continuous length of sidewalk is at least 15 feet, but less than 30 feet, one piece of premoulded expansion joint material is to be placed. When continuous length of sidewalk is less than 15 feet, placement of premoulded expansion joint material is not necessary.

7. Joints at Structures. Premoulded expansion joint material, 1/2 inch in thickness, is to be placed between edges of concrete construction where it butts up against back edge of curb, concrete gutter, existing concrete areas, buildings, walls, around pole bases, and any other structure and appurtenance located within area of concrete construction. Top of premoulded expansion joint material is to be recessed 5/8 inch below top of concrete, with recessed area filled in with caulking sealant.

8. Saw Cutting. Saw cut joints within 24 hours of placement of concrete. Saw cuts are to be done with an abrasive diamond type blade. Saw cut edges are to be smooth and straight, with unbroken corners. Saw cut joint is to be 1/4 inch wide, and minimum of 1/4 of thickness of concrete slab.

9. Joint Tolerances and Quality. Outer edges, expansion joints, construction joints and scored joints constructed with either jointing tool or by saw cut, are to be straight and smooth.

Joints and edges are to have uniform, fine broomed surface free of holes, tears, pock marks, broken corners and other defects. Joints are to be clear of excess concrete and mortar material resulting from brooming or finishing of adjacent concrete.

Variations of edge of joint as measured from straight edge or string line set along that edge, that are greater than 1/8 inch from 5 feet straight line, or 1/4 inch from 10 feet straight line, or 1/2 inch from 20 feet straight line, will be cause for rejection of joint and adjacent sidewalk at that joint.

Transverse joints are to be constructed to required spacing, perpendicular to longitudinal line of straight sidewalks, and radial to longitudinal line of curved sidewalks at street side of sidewalk. Transverse joints not perpendicular or radial by more than 1 inch per 5 feet of transverse joint, and transverse joints at spacing 2 inches greater or less than required spacing, will be cause for rejection of transverse joint and adjacent sidewalk at that transverse joint.

Longitudinal joints and outer edges are to be constructed parallel to longitudinal line of sidewalk at street side of sidewalk. Longitudinal joints not parallel or differing in offset from longitudinal line of street side of sidewalk by more than 3 inches in 25 feet of longitudinal length of sidewalk, will be cause for rejection of longitudinal joint and adjacent sidewalk at that longitudinal joint.

10. Driveways. Joints and scoring pattern for driveways must be approved by Project Manager prior to construction of joints and scoring pattern. Joints and scoring pattern are to in accordance with Subsection S608-3.06D Joints.

E. Concrete Placement

Upon placement of concrete, wet mix is to be struck off level with top of forms and bull floated to eliminate high and low spots and to force large particles back from surface in such manner as to prevent sealing of surface. After surface has been leveled and smoothed, edging and jointing is to be done.

After waiting until normal bleeding has ceased, excess water is to be removed from surface of concrete before floating with an aluminum or magnesium float. Surface is then to be sealed by steel troweling and re-edged and re-jointed. Surface is to be lightly broomed transversely, with care taken to eliminate, or fill, joints left by edging tool. Curing procedures are to begin immediately upon final finishing of surface.

Concrete surface is to be constructed level and smooth with lightly broomed surface. Variations in level of surface as measured from 5 foot straight edge that are greater than 1/8 inch, will be cause for rejection of

concrete area located at unsatisfactory surface as bounded by joints surrounding such unsatisfactory surface.

F. Curing

Concrete is to be cured immediately by application of chemical curing compound. Curing compound is to be applied in accordance with manufacturer's instructions and as approved by Project Manager.

G. Barricades

Open excavations and freshly poured concrete areas are to be barricaded so as to prevent accidental intrusion into work area. Barricades in form of orange construction fencing or full saw horse type, are to be placed immediately after excavation, or after removal of any temporary access material. Barricades are to be placed so as to totally isolate construction area, and are to remain in place until concrete is finished and functional. In addition, post top mounted flashers or any other similar devices may be used along pavement edge.

H. Unsatisfactory Work

Concrete is to be constructed with surface, edges and joints being level, smooth, straight, and of proper alignment and thickness. Areas of improperly constructed concrete will be rejected, with imperfections being corrected, or rejected concrete area removed and replaced.

In lieu of correcting or removing and replacing rejected concrete areas due to an unsatisfactory surface, or improperly constructed joints or edges, Project Manager may choose to accept defective work. If Project Manager accepts any defective work, monetary reduction in amount owed Contractor will be made as outlined under General Terms and Conditions, Article 11 Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work, Section 11.7 Acceptance of Defective Work.

S608-3.05 Asphalt Pavement

Asphalt top is to be placed in accordance with NYSDOT Section 401 Plant Mix Pavements – General. Asphalt binder and base is to be placed in accordance with NYSDOT Sections 401 Plant Production and 402 Hot Mix Asphalt (HMA) Pavements.

Subbase course Type 2 material is to be placed in accordance with NYSDOT Section 304 Subbase Course.

Seams between existing and new asphalt surfaces is to be sealed with asphalt joint and crack filler material in accordance with NYSDOT Section 702 Bituminous Materials.

S608-4 METHOD OF MEASUREMENT

Quantity to be measured for payment will be either number of cubic yards, square feet or linear feet of each item constructed.

S608-5 BASIS OF PAYMENT

S608-5.01 General all Items

Unit price bid for all items includes cost of: protection of overall work from damage, vandalism or other mishap; furnishing, installing and maintaining barricades; layout of proposed work to required grade and cross-slope; quality control; saw cutting; cutting and disposal of tree roots; preparation of subgrade; furnishing and applying water; expansion joints; furnishing and installing premoulded expansion joint material; restoration of adjacent pavement and lawn areas (topsoil & seed); caulking sealant; cleaning finished work; equipment; site cleanup; correction or replacement of unsatisfactory work; and furnishing all labor, material and equipment necessary to complete work.

Adjustment of appurtenances such as monument frames and covers, utility valve box frames and covers, utility manhole/handhole/pullbox frames and covers, areaway/vault frames and covers, areaway/vault frames and hatchway doors, window well frames and grates, et cetera, will be paid for under separate bid items.

Restoration or replacement of existing features, including paved areas that are damaged by Contractor's operations will be done at Contractor's expense.

S608-5.02 Excavation and Subbase Course

Excavation and subbase course will be included in unit price bid for each item as indicated in item description.

Excavation includes complete removal and disposal of existing materials, paved areas including concrete, asphalt or other pavement material types, tree roots, dirt, and any other material encountered within area to be excavated.

S608-5.03 Concrete Pavement

Unit price bid also includes cost of: excavation; furnishing and placing subbase course material and concrete top; and all required work and materials necessary to construct concrete pavement.

S608-5.04 Asphalt Pavement

Unit price bid also includes cost of: excavation; furnishing and placing subbase course material and asphalt top; asphalt joint and crack filler; and all required work and materials necessary to construct asphalt pavement.

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
S608.14	Concrete Pavement (Including Excavation and Subbase Course)	Square Yard
S608.15	Asphalt Pavement (Including Excavation and Subbase Course)	Square Yard

-----END SECTION-----

SECTION S998 - TRAIL SIGNAGE

S998-1 DESCRIPTION

The work shall consist of the manufacture, delivery, and installation of trail signage as shown on the plans and as directed by the Project Manager.

S998-2 MATERIALS

S998-2.01 Post and Panel Signage

A. Post and sign panel materials shall meet the following requirements:

1. Sign Panels to be fabricated from 5052H38 sheet aluminum around aluminum framing to form smooth non-lipped finish. Aluminum panels will be de-greased, immersed in a chromate conversion solution and hot water rinse.
2. Posts to be .125" wall thickness and 4" in diameter or as specified on the detail drawings.
3. A-1 Major Pedestrian Kiosk awning to be .125" thick aluminum formed and attached to sign panel as shown on detail drawing
4. Graphic panels for sign types A-1, B-1, D-1, D-2, F-1, F-2, F-3, G-1, G-2, G-3 & G-4 will utilize 1/8" (0.125" / 3mm) thick solid composite phenolic panels as manufactured by Fossil Graphics, or approved alternate.
5. The minimum thickness of all sign faces, posts, corners and edges will be a minimum 0.125" throughout.
6. Size, finish, color and typeface will be as shown on detail drawings.
7. Reference Standards:
ASTM (American Society of Testing and Materials) B 221-75, Aluminum alloy extruded bars, rods, wires, shapes and tubes.

S998-2.02 Vinyl Cut Letters

A. Vinyl cut letters shall meet the following requirements:

1. Graphics to be cut from semi-gloss and/ or reflective vinyl sheeting as indicated in detail drawings.
2. Graphics will be capable of removal, without damage to surfaces on which they are applied, by means of suitable liquid solvent.
3. The maximum thickness for non-reflective vinyl graphics will be 0.003".
4. Sign types C-1, D-3, D-4, D-5, E-1, E-2, E-3 & E-4 will receive 3M Brand reflective SCOTCHLITE.
5. The Genesee Riverway Trail logo and sign type E-4 shall be screen-printed with transparent ink on a reflective SCOTCHPRINT 2 decal on 3M white 680 SCOTCHLITE.
6. Vinyl graphics adhesive quality will be a minimum 55 ounces per inch width, after curing 24 hours, to break the adhesive bond.

7. Maximum shrinkage will be 0.10% when measured after cooling to 70 degrees F. following subjection to 150 degrees F. for 48 hours.
8. Tensile strength to be 2000 pounds per square inch minimum.
9. Tear strength to be 0.15 pounds per 0.001" thickness.
10. Size, color and typeface to be as shown on detail drawings.

S998-2.03 Graphic Panels

- A. Graphic panels unless otherwise noted shall be solid composite phenolic panels with fire retardent, graffiti proof and UV resistant properties. The panels shall also be resistant to humidity, frost, heat, corrosion, mildew, fungus and impact.
- B. Graphics on all solid composite phenolic panels to be digitally printed. All map art and logos will be furnished by the Owner.
- C. The solid composite phenolic graphic panels shall meet the following technical specifications:

Thickness:.....	1/8" (0.125" / 3mm)
Approx. Weight/SF:.....	0.91 lbs.
Surface Finish:.....	Textured semi-matte or semi-gloss outdoor finish
Compressive Strength:.....	M.D. 193,064 Kpa (31,000 PSI) C.D. 172,378 Kpa (25,000 PSI)
Tensile Strength:.....	M.D. 151,693 Kpa (22,000 PSI) C.D. 110,322 Kpa (16,000 PSI)
Flexural Strength:.....	M.D. 158,588 Kpa (23,000 PSI) C.D. 103,427 Kpa (15,000 PSI)
Impact (Edgewise):.....	M.D. 0.6 FT/LBS/IN C.D. 0.5 FT/LBS/IN
Rockwell Hardness M Scale:.....	95 to 115
Flammability:.....	ASTM E-162: Flame propagation index of 10 (Radiant Panel) to 15 without drip of flame
Water Absorbtion:.....	1/4":0.9% - 1/2":-0.6% - 1":0.35%
Toxicity Test:.....	LC50 Pittsburgh Protocol Toxicity test. Equal to and no more toxic than wood or paper.
UV Resistance:.....	Exterior Grade with 10 year warranty: based on ASTM G26/A, no changes after 3000 hrs.
Frost Resistance:.....	No change after 15 cycles (16 hrs ice at -20o C and 8 hrs thawing in air)
Pollution Resistance:.....	DIN 50018 No change after 20 cycles
Coefficient of Thermal Expansion:	DIN 51045 (-20oC to +80oC temp. Range)
	Longitudinal 9x10-6 per oC
	Transverse 16x10-6 per oC

S998-2.04 Pole Mounted Signs

- A. D-3 and D-4 pole mounted signs, shall meet the following material requirements:
 1. Sign graphics shall meet the requirements of S998-2.02 Vinyl Cut Letters.
 2. Fabricated aluminum sign panels to meet material and manufacturing requirements of post and panel signage and the project details.

3. Sign assembly to be fastened to pole using BAND-IT Brand ¾" VALUSTRAP and VALUCLIPS, or approved equal.
4. Pole bracket to be Pelco, Inc. Side-mount Bracket, or approved equal.

B. D-5 pole mounted signs, shall meet the following material requirements:

1. Sign graphics shall meet the requirements of S998-2.02 Vinyl Cut Letters.
2. All materials for the manufacture of signs shall conform to NYSDOT Standard Specification 730-01, latest revision, or the following specification for recycled aluminum sign panels.

This specification covers the requirements for 100% recycled aluminum sign blanks of the sizes shown. Blanks shall be commercially flat, free from oil, dirt, grease, dust, white rust, etc., and ready for adhesion of Reflective Sign sheeting meeting the requirements of NYSDOT Standard Specifications, Section 730-05, latest revision.

TRADE MARKS, etc. ARE NOT to be stenciled on the Blanks.

Base Metal to be 100% Recycled Aluminum at a thickness of .080". The material shall meet the requirements of ASTM B29.

3. Sign assembly to be fastened to pole using stainless steel materials as manufactured by BAND-IT Company, Denver. CO., or approved equal.

S998-2.05 Post Mounted Signs

A. E-3 post mounted signs, shall meet the following material requirements:

1. Sign graphics shall meet the requirements of S998-2.02 Vinyl Cut Letters.
2. Fabricated aluminum sign panels to meet material and manufacturing requirements of post and panel signage and the project details.
3. Posts shall be 2"x2" square unistrut posts, galvanized steel, perforated, or approved equal.
4. Fasteners shall be tamper resistant and capable of securing both signs to post. Signs shall be secured by 2 fasteners per post.

S998-2.05 Concrete

Concrete shall be class K conforming to Section R504 of the City of Rochester Standard Specifications.

S998-3 CONSTRUCTION DETAILS

S998-3.01 General

Quality Assurance

A. Manufacturers and Installers Qualifications

1. The signage manufacturer shall have a minimum of five consecutive years in the

manufacturing of signage of the particular type specified and shall have been responsible for manufacturing signage for projects of similar scope.

2. The signage manufacturer shall submit three examples of relevant work completed within the last three years and provide a project schedule, scope, budget and reference (name, title and phone number) upon request by the City.

B. Job Conditions

1. Examination of Base Surfaces

- i. Examine the base surfaces and conditions under which their materials are to be installed and verify all dimensions in the field.
- ii. Notify the General Contractor in writing, with copy to Designer, if conditions are detrimental to the proper and timely completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected. Commencement of installation constitutes acceptance of base surfaces and the cost of any corrective work due to faulty base surfaces shall be born by the Contractor.

2. Protection

- i. Preserve and protect all existing site features, including by not limited to pavements, curbs, lawn, plantings. Preserve and protect all portions of the existing building(s).
- ii. The trail shall remain open and passable at all times unless otherwise approved by the City. Installation site shall be secured at all times by the contractor until installation is complete and the site restored to the City's satisfaction.

3. Restoration

- i. If damage is caused to existing site features or buildings as a result of the work under this Contract, it shall be corrected to the satisfaction of the Designer at the expense of the Contractor. Correction shall be by restoration or replacement, as determined by the City, at no additional cost to the City.
- ii. Paved or lawn areas disturbed by the Contractors activities during the execution of the contract shall be restored to the lines and grades existing prior to disruption, unless otherwise noted in the contract, and as directed by the City. This will include reseeded of lawn areas.
- iii. Excavated materials shall be removed from the installation site at the end of each work day and properly disposed of by the contractor. Materials shall not be broadcast on site.

C. Submittals

1. Shop Drawings (2 copies)

Indicate details of fabrication and installation for all materials including colors for all sign types.

2. Product Data (2 copies)

Submit complete technical data for all sign materials and for all sign types.

3. Samples

- i. **Submit samples of the following upon receipt of first order:**
 - a. **For types A-1, B-1, D-1, & D-2: Corner Section (1 copy) painted to match PMS 343 manufactured to the same standards as a full size frame. In the event more than one of these categories is ordered, furnish only one corner section. This requirement may be waived by the City, at its sole discretion, if the contractor has fabricated similar signs for the City within the past 5 years. If this requirement is waived, the contractor shall be required to submit one 3"x3" aluminum sample painted to match PMS 343.**
 - b. **For sign types A-1, B-1, D-1, D-2, F-1, F-2, F-3, G-1, G-2, G-3 & G-4: Digital graphics example in solid composite phenolic (2 copies), shall be 12" x 12" x 1/8" (minimum). Graphic panel shall be manufactured to the same standards as a full size panel. A digital test file that includes all predominant colors will be provided by the City for the contractor's use in developing this submittal.**
 - c. **For sign types C-1, D-3, D-4, D-5, E-1, E-2 & E-3: Aluminum blank painted to match PMS 343 with one upper case and one lower case letter applied and one logo, manufactured to the same standards as a full size panel. Graphics need not be full size but all elements shall be clearly visible and text readable.**
 - d. **For sign type E-4: Decal sample including all colors (white, black, red) and a minimum of one upper case and one lower case letter. Decal shall be manufactured to the same standards as a full size decal.**
 - e. **All sign types: Full size samples of typography in style specified on detail drawings. Provide three blue-line prints from original drawings. Do not use alphanet, letaset or similar typesetting methods.**

If the City determines that the colors of the corner section and the graphic panel do not match, the manufacturer shall modify the frame paint and/or the panel color to the City's satisfaction and resubmit samples until the City approves of the color match.

Unless changes are made to the specifications, materials or methods of manufacture, the above submittals will not need to be resubmitted for future orders, of similar signage type, under this contract.

- ii. **Submit samples of the following with each order:**
 - a. **Full color paper prints of all graphic panels including the adhesive film sign faces. Samples need not be full size, only large enough for all graphics and text to be clearly legible.**

4. Contractor's Responsibilities

- i. **Review Shop Drawings, product data, and samples prior to submission and stamp with approval.**
- ii. **Submittals without Contractor's stamp of approval will not be considered and will be returned for resubmission.**
- iii. **Verify:**
 - (1) **Field measurements**
 - (2) **Field construction criteria**
 - (3) **Catalog Numbers and similar data**
 - (4) **Quantities**

- iv. Coordinate each submittal with requirements of work and of Contract Documents.
- v. Contractor's responsibility for errors and omissions in submittals is not relieved by Project Manager's review of submittals.
- vi. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Project Manager's review of submittals, unless Project Manager gives written acceptance of specific deviations.
- vii. Notify Designer, in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
 - a. If Submittals deviate from the Contract Documents and Project Manager is not notified in writing of such deviation, then review is invalid.
 - b. When work is directly related and involves more than one trade, Shop Drawings shall be coordinated by the Contractor and submitted under one cover.
 - c. After a Shop Drawing base has been submitted for review, no changes may be made to that Drawing other than changes resulting from corrections made by the Project Manager unless such changes are clearly identified and circled before being resubmitted to the Project Manager. Any failure to comply with this requirement shall nullify and invalidate the Project Manager review.

5. Submission Requirements:

- i. Quantity:
 - a. Shop Drawings: 3 copies
 - b. Product Data: 2 copies
 - c. Samples: 2 each unless otherwise indicated in Specification Sections
- ii. Accompany submittals with transmittal letter, in duplicate, containing:
 - a. Date
 - b. Project Title and Number
 - c. Contractor's Name and Address
 - d. The number of each Shop Drawing, product data, and sample submitted
 - e. Notification of deviations from Contract Documents
 - f. Other pertinent data
- iii. Submittals shall include:
 - a. Date and Revision Dates
 - b. Project Title and Number
 - c. The Names of Designer, Contractor, Subcontractor, Supplier, and Manufacturer
 - d. Identification of Product or Material
 - e. Relation to Adjacent Structure or Materials
 - f. Field Dimensions, clearly identified as such
 - g. Specification Section Number
 - h. Applicable standards, such as ASTM number or Federal Specification
 - i. A blank space, 4" x 4" for the Designer's stamp
 - j. Identification of Deviations from Contract Documents
 - k. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements, and compliance with Contract Documents

6. Review Procedure:

- i. **Stamped "No Exception Taken".**
 - a. **No corrections or resubmissions required, fabrication may proceed.**
 - ii. **Stamped "Make Corrections Noted".**
 - a. **If Contractor complies with noted corrections, fabrication may proceed. Submit corrected print for final review.**
 - b. **If for any reason the Contractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor shall resubmit, following procedures outlined hereinbefore.**
 - ii. **Stamped "Revise and Resubmit" or "Rejected"**
 - a. **Contractor shall revise and resubmit for review, fabrication shall not proceed.**
- 7. Resubmission Requirements:**
- i. **Shop Drawings**
 - a. **Revise initial drawings as required and resubmit as specified for initial submittal.**
 - b. **Indicate on Drawings any changes which have been made.**
 - ii. **Product Data and Samples:**
 - a. **Submit new data and samples as required for initial submittal.**
- 8. City Project Manager's Duties:**
- i. **Review submittals with reasonable promptness.**
 - ii. **Review for:**
 - a. **Design concept of project.**
 - b. **Information given in Contract Documents.**
 - iii. **Review of separate item does not constitute review of an assembly in which item functions.**
 - iv. **Affix stamp and initials or signature certifying review of submittal.**
 - v. **Return submittals to Contractor for distribution.**

D. Distribution of Submittals after Review by Contractor:

- 1. **Distribute copies of Shop Drawings and product data which carry Designer's stamp, to:**
 - i. **Contractor's File**
 - ii. **Job-Site File (Record Copy)**
 - iii. **Other Contractors**
 - iv. **Subcontractors**
 - v. **Supplier**
- 2. **Distribute Samples as Directed**

- i. Shop drawings, product data, and samples which do not have the Designer's stamp "No Exceptions Taken" or "Make Corrections Noted" will not be permitted on the project site.

E. Delivery, Storage, and Handling

Exterior signage components, to be installed by the manufacturer, will be accepted under the following conditions:

1. Deliver materials to the site completely assembled and ready for installation. Shall be delivered in protective packaging (boxed, shrink-wrapped, cardboard guards, etc...), palletized, and under protective cover to prevent damage during shipping.
2. Handle so as to prevent damage.
3. Contractor shall be responsible for storage and safety of all signage materials until installation is complete.
4. 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 these specifications. Rejected signs shall be promptly removed from the project site. The manufacturer shall correct noted deficiencies and notify City of repair and re-delivery schedule.

F. Guarantee

Provide a one-year guarantee, from the date of acceptance of the delivered signage. The guarantee shall apply to the following sign system characteristics:

There shall be no evidence of:

1. Cupping, warping, or dishing in excess of the requirements stipulated in the Specifications.
2. Delamination of any of the parts of signs or of any lettering from the sign face.
3. Bubbling, crazing, chalking, rusting, yellowing or other disintegration of the sign face, message inserts, messages, or edge finish of sign panels.
4. Corrosion beneath point surfaces of the support systems.
5. Corrosion of the fastenings.
6. Color fading when matched against a sample of the original color and material.
7. Signs out of plumb on their foundations.
8. Seam separation of frame joints.

Provide a ten-year warranty, from the date of acceptance of the complete installation, that the graphic panels will not fade, delaminate, peel, blister or crack.

In the event of any above noted failure, within the specified time frame, the contractor shall supply new or repair existing signage or graphic panels at no cost to the City.

G. Acceptable Manufacturers

1. Architectural Graphics, Inc.
2655 International Parkway, Virginia Beach, Virginia 23452
(800-877-7868)
2. ASI Sign Systems
2957 Alt Boulevard, Grand Island, New York 14072
(716-775-0104)
3. Fossil Graphics
44 Jeffryn Blvd., Deer Park, New York 11729
(800-244-9809)
4. Park Place, Inc.
401 South Maple, Hannibal, Missouri 63401
(800) 650-7275
5. Eastern Metal/USA Sign
1430 Sullivan Street, Elmira, New York 14901
(800) 872-7446
6. The Plastic Lumber Company
115 West Bartges Street, Akron, Ohio 44311
(303) 762-8989 x208
7. Or other approved manufacturer.

S998-3.02 Adhesive Film Graphics

A. Graphics Application

1. Graphics to be cut with MY-CUT MC-3005 Vinyl Cutting Equipment as manufactured by Mimaki Industries or equal.
2. Graphics to be pre-spaced and pre-aligned on a carrier.
3. Execute cutting in such a manner that all edges and corners of graphics and letterforms are true and clean. Round, positive or negative corners will not be acceptable.

B. Mounting

1. Clean application surfaces with Xylol or similar solvent. Follow with water rinse and dry thoroughly.
2. All graphics will be burnished to eliminate all air pockets.
3. All graphics will be installed plumb, level and in true alignment.

S998-3.03 Fabrication

A. Panel Assembly

1. Aluminum panels to be attached to aluminum framing with VERSILOK brand structural adhesive to form a box shape. Panels to receive end extrusion for attachment to posts.
2. Panel fabrication shall include two (2) - 3/4 diameter weep holes at the bottom surface of the panels, one on each side, to permit evacuation of condensation buildup. Weep holes

will receive screens attached to inside surface of panel to prevent insect entry.

4. All edges of the graphic panels shall be painted to match the aluminum frame and posts.
5. All seams will be filled, ground smooth and painted.
6. Use 1" long aluminum cylinder connector between post and panel side. The connector shall be machined to conform to the contour of the post and shall fit snugly between the post and panel with a maximum of a 3/32" gap total both sides.

B. Sign Post and Framework Painting

1. Prime with Grip-Guard Wash Primer as manufactured by Akzo Nobel Decorative Coatings Ltd. or equal.
2. Paint panels with two-part acrylic urethane enamel as manufactured by Akzo Nobel or equal.
 - a. Paint to have semi-gloss finish.

C. Wind Load Requirements

1. Fabricate signs to withstand a wind load of 35 pounds per square foot or a direct wind force of 110 miles per hour.
 - a. Manufacturer shall supply the galvanized steel bolts for each sign as determined by the above wind load requirements and the contract details.

D. Graphics Specifications

1. Typography to be Optima Semi Bold unless otherwise specified. Logotype art will be furnished by Owner. Letter spacing to be equal to approximately 80% stroke width between straight vertical such as "n" or "i". All other letter spacing combinations should be visually proportional.
2. Line spacing will be as shown on the detail drawings.
3. The City shall provide the required sign text on a Signage Schedule provided with each order.
4. The City shall supply all graphic files in CorelDraw format, version 7 through version 12. It shall be the responsibility of the manufacturer to accommodate these file types.

E. Proof-Reading

1. Fabricator will be responsible for proof-reading all completed signs for message accuracy.

S998-3.03 Installation

A. General

1. The City shall provide the Contractor with location mapping for all signs ordered for installation at the time of the order and shall place stakes in the field at the appropriate locations.
2. All signage elements will be mounted a minimum of 3'- 0" from the edge of the trail to permit safe passage of trail users.

3. The Contractor shall not install any signage in the field until the City Project Manager verifies the exact location of the installation and approves of the alignment of the sign face to the adjacent trail.
4. The contractor is to ensure that the correct sign face faces the appropriate direction. Verification with City Project Manager is recommended.
5. The locations of existing utilities (if shown) in the plans are approximate only. They are not guaranteed to be accurate or complete. All utilities were plotted from field surface survey data and in conjunction with record mapping supplied by the respective utility company. It is the responsibility of the Contractor to verify the location of all utilities located within the work area, to the Contractors' satisfaction. The Contractor is to request a utility stake out a minimum of 2 working days in advance of commencing any work, by calling the Underground Facilities Protective Organization (UFPO) at 1-800-962-7962.
6. All excavated material, except that used on site to restore the disturbed areas, shall be removed from the project site. Under no circumstances shall the materials be distributed on site.

B. Manufacturers' Directions

1. All work will be installed in accordance with manufacturer's printed instructions and the approved shop drawings.
2. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned, as directed by the manufacturer, unless otherwise specified.

C. Mounting

1. Types A-1 and B-1 post and panel signs will be mounted onto removable baseplates located at grade on concrete footers to a depth of 3'-6".
2. Types C-1, D-1, D-2, E-1, E-2, F-1, F-3, G-1 & G-2 post and panel signs will be directly buried into concrete footers to a depth of 3'-6".
3. Type F-1 & F-3 trail markers shall be directly embedded in concrete footers to a depth of 3'-6".
4. Type F-2 bollard to be flange mounting to a 3'-6" depth concrete footer, to permit removal of sign at grade.
5. Type E-3 shall be mounted to a 2"x2" square galvanized steel perforated unistrut post. Post shall be driven into ground to a depth of 4'.
6. Concrete for footers shall be class K conforming to Section R504 of the City of Rochester Standard Specifications
7. Mount Type D-3 and D-4 directionals on existing light poles with mounting brackets as manufactured by Pelco Inc. or equal and BAND-IT Brand 1/2" wide VALUSTRAP stainless steel strapping and VALUCLIPS.
8. All work will be installed plumb, level and in true alignment.
9. All components will be securely attached.
10. All above-grade connections of separate or moveable components will be water-tight.

D. Permits

1. Sign Permits

- a. Sign Permits, if required, for all components in this program will be obtained by the Owner and handed over to the Fabricator/ installer during the Field Verification visit
- b. The installer will be responsible to obtain any registrations, licenses or permits necessary to install signage.

S998-5 BASIS OF PAYMENT

The unit price bid shall include the cost of the manufacture and installation of all signs as indicated in the contract documents and furnishing all labor, material and equipment necessary to complete the work.

Payment shall be made under:

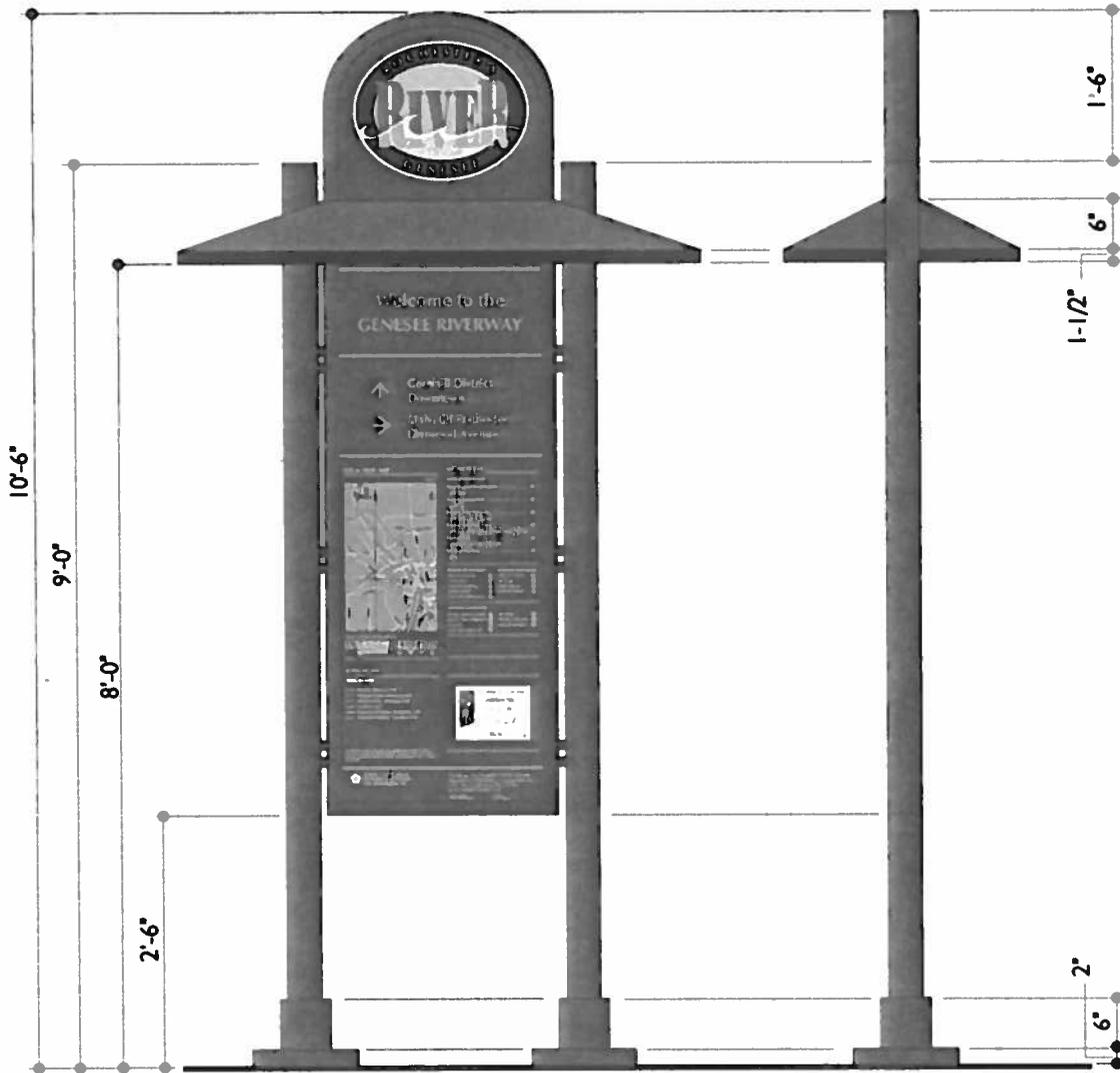
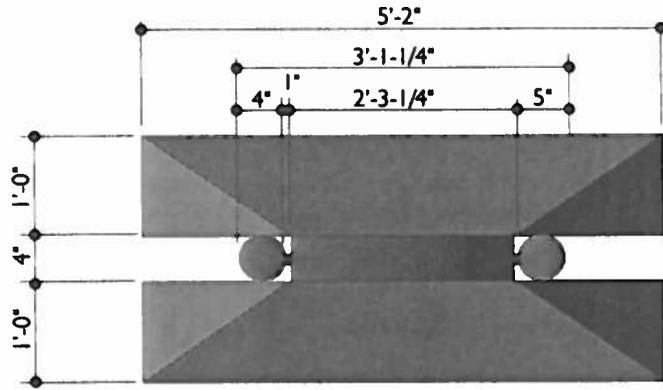
ITEM	PAY UNIT
A-1 Kiosk (Major)	Each
B-1 Kiosk (Minor)	Each
C-1 Parking Lot Directional	Each
D-1 Trail Directional (Major)	Each
D-2 Trail Directional (Minor)	Each
D-3 ROW Directional (Vehicular)	Each
D-4 ROW Directional (Pedestrian)	Each
D-5 ROW Directional (Pedestrian - Small) Existing Pole	Each
D-5 ROW Directional (Pedestrian - Small) New Post	Each
E-1 Hazard / Warning (Major)	Each
E-2 Hazard / Warning (Minor)	Each
E-3 911 Emergency Marker	Each
E-4 911 Emergency Decal	Each
F-1 Trail Marker	Each
F-2 Trail Marker (Removable)	Each
F-3 Trail Marker (Directional)	Each
G-1 Interpretive - Free-Standing	Each
G-2 Interpretive - Free-Standing (Small)	Each
G-3 Interpretive – Rail Mount	Each
G-4 Interpretive – Rail Mount (Small)	Each

END SECTION

GENESEE RIVERWAY TRAIL SIGNAGE

APPENDIX "B" DRAWINGS

DRAWING	NUMBER
A-1 Kiosk (Major)	A1-1 through A1-5
B-1 Kiosk (Minor)	B1
C-1 Parking Lot Directional	C1-1 & C1-2
D-1 Trail Directional (Major)	D1-1 through D1-3
D-2 Trail Directional (Minor)	D-2
D-3 ROW Directional (Vehicular)	D3-1 & D3-2
D-4 ROW Directional (Pedestrian)	D4-1 & D4-2
D-5 ROW Directional (Pedestrian - Small)	D5-1 through D5-4
E-1 Hazard/Warning (Major)	E1
E-2 Hazard Warning (Minor)	E2
E-3 911 Emergency Marker	E3-1 & E3-2
E-4 911 Emergency Decal	E4
F-1 Trail Marker	F1
F-2 Trail Marker (Removable)	F2
F-3 Trail Marker (Directional)	F3
G-1 Interpretive - Free-Standing	G1
G-2 Interpretive - Free-Standing (Small)	G2
G-3 Interpretive - Rail-Mount	G3-1 through G1-3
G-4 Interpretive - Rail-Mount (Small)	G4
S608 Concrete & Asphalt Pavement	S608



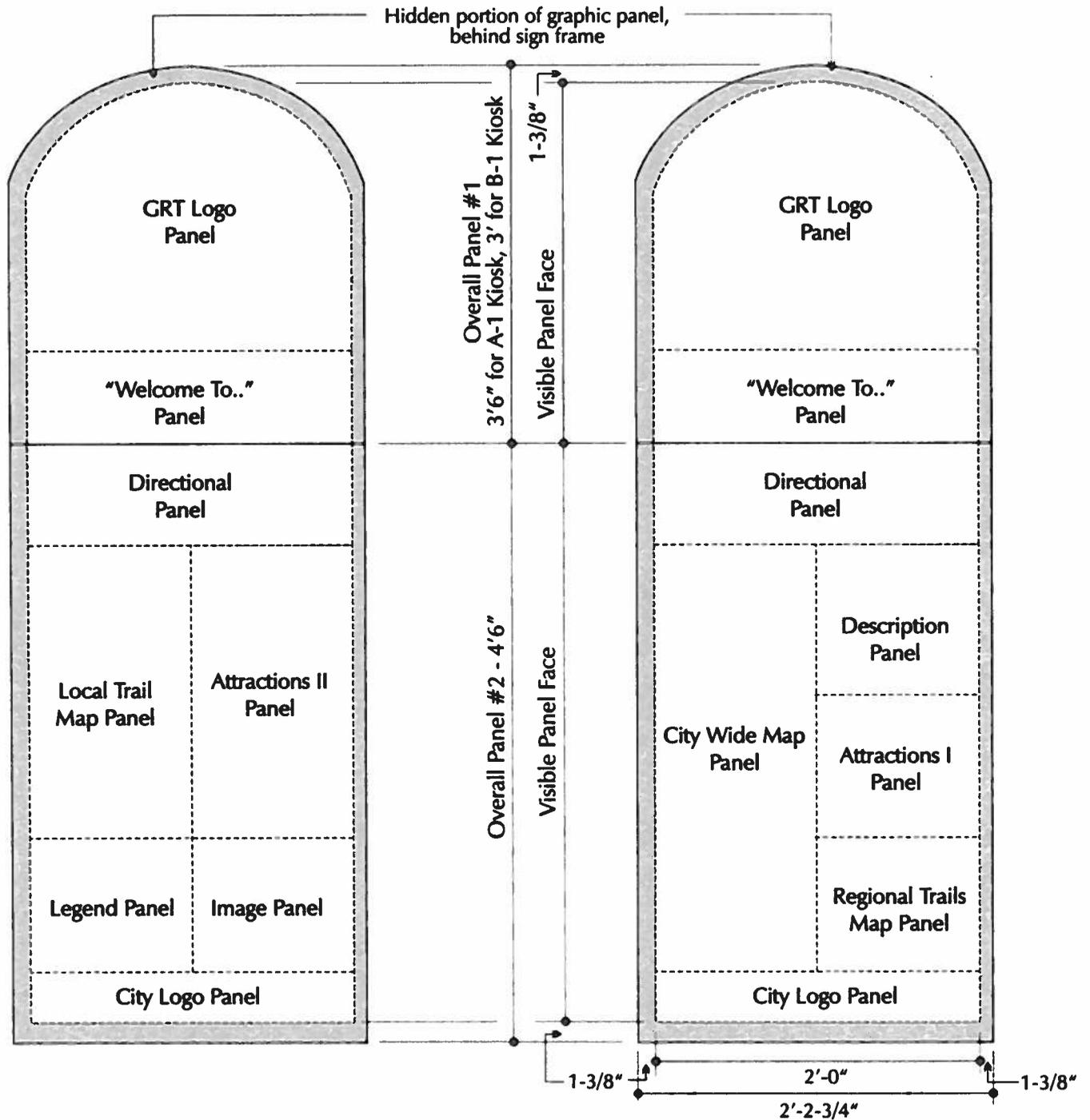
NOTES:

1. Fabrication will include aluminum box panel core, phenolic graphic panels, aluminum awning, aluminum posts, aluminum wall collars, and all fasteners and anchors as necessary to manufacture and install the kiosk.
2. Art for Genesee Riverway Trail logo and all panel graphics will be furnished by owner.
3. See drawings A1-2 through A1-5 for additional fabrication and installation details.

A-1 Kiosk (Major)	
Genesee Riverway Trail Signage	A1-1

LOCAL SIGN FACE

CITY WIDE SIGN FACE

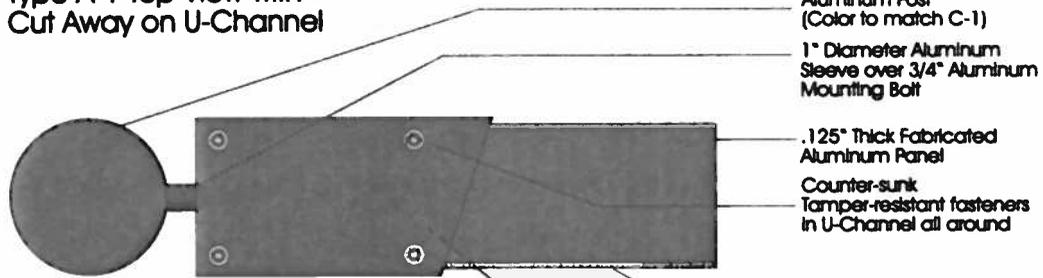


NOTES:

1. Graphic Panels to be .125" thick fused resin graphics panel. All panels will be inserted behind perimeter U-Channel.
2. Panel layout is the same for both sides of the kiosks.
3. See Drawing A1-3 for connections of panels to U-Channel and removable aluminum cap.

A-1 Changeable Panels	
Genesee Riverway Trail Signage	A1-2

Type A-1 Top View with
Cut Away on U-Channel



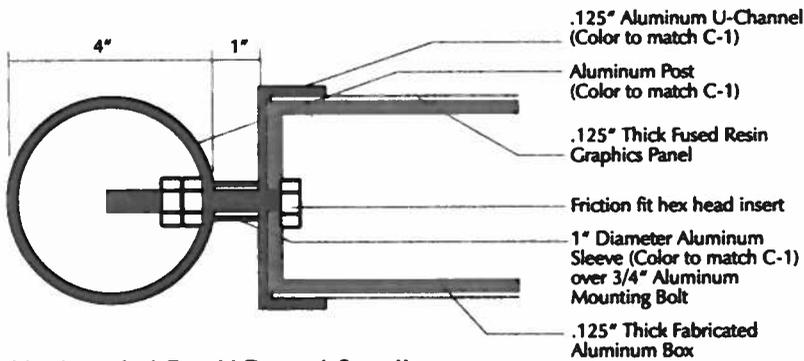
- Aluminum Post
(Color to match C-1)
- 1" Diameter Aluminum
Sleeve over 3/4" Aluminum
Mounting Bolt
- .125" Thick Fabricated
Aluminum Panel
- Counter-sunk
Tamper-resistant fasteners
in U-Channel all around

Type A-1 Front Elevation



- .125" Thick Fused Resin
Graphics Panel
- .125" Aluminum U-Channel
(Color to match C-1) on top,
sides and bottom

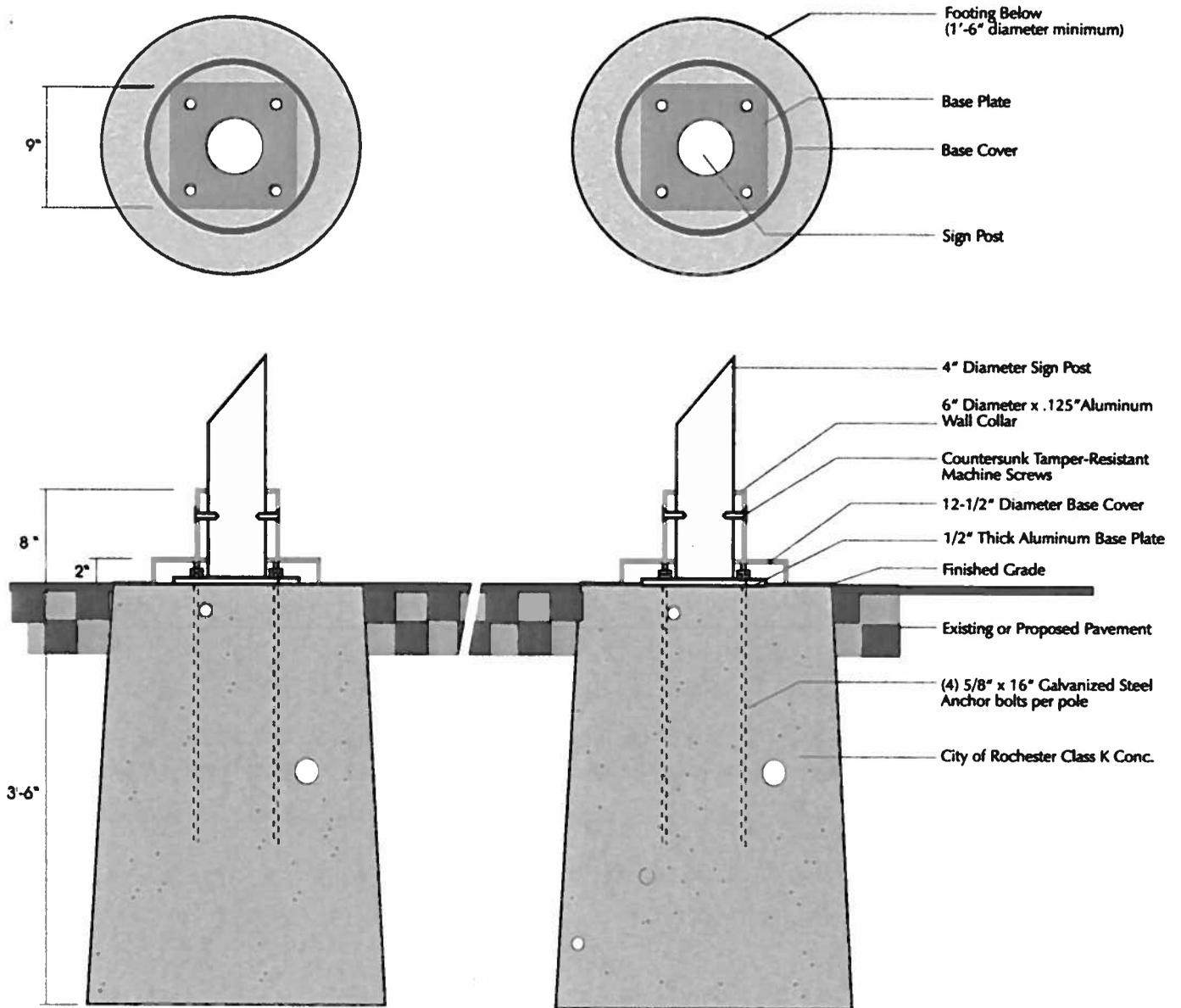
Type 1 Fused Resin Graphics
Panel



Horizontal Post/ Panel Section

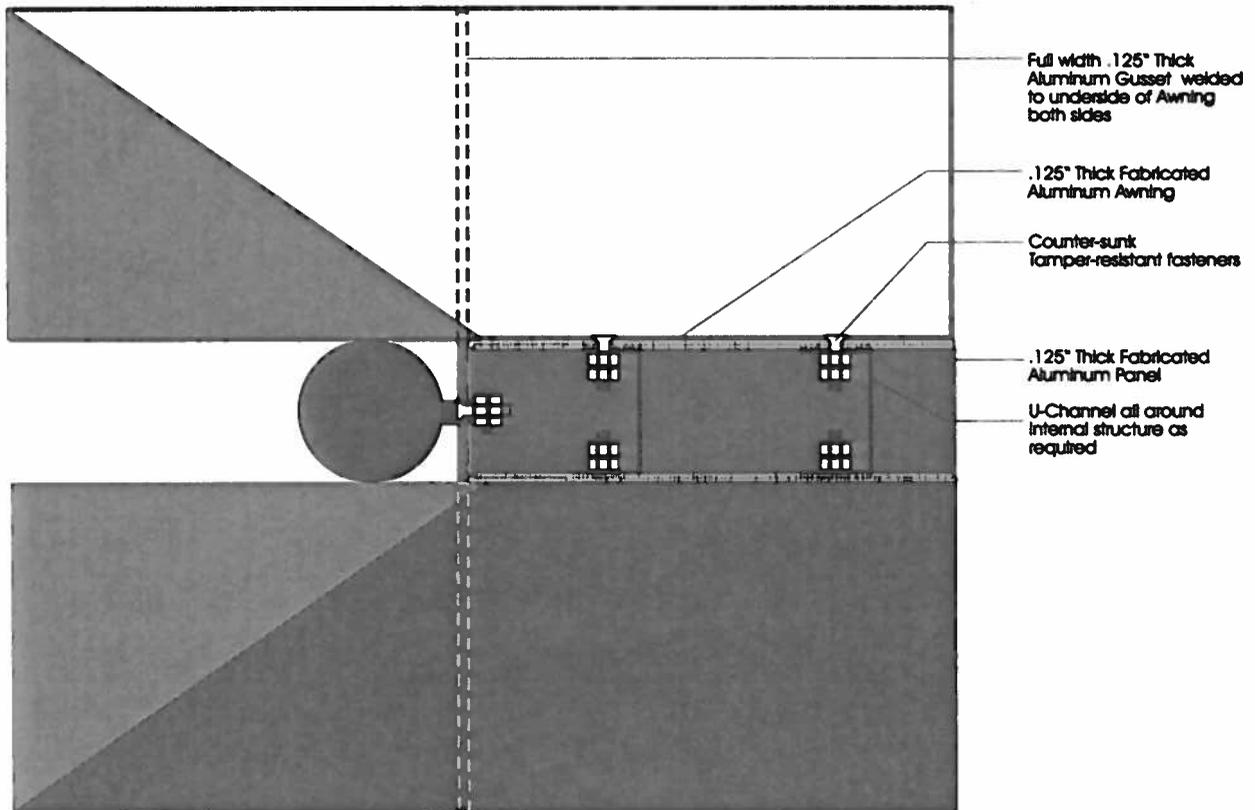
- .125" Aluminum U-Channel
(Color to match C-1)
- Aluminum Post
(Color to match C-1)
- .125" Thick Fused Resin
Graphics Panel
- Friction fit hex head insert
- 1" Diameter Aluminum
Sleeve (Color to match C-1)
over 3/4" Aluminum
Mounting Bolt
- .125" Thick Fabricated
Aluminum Box

A-1 Fabrication Details	
Genesee Riverway Trail Signage	A1-3



Note: 1. Saw cut existing pavement full depth prior to excavation.

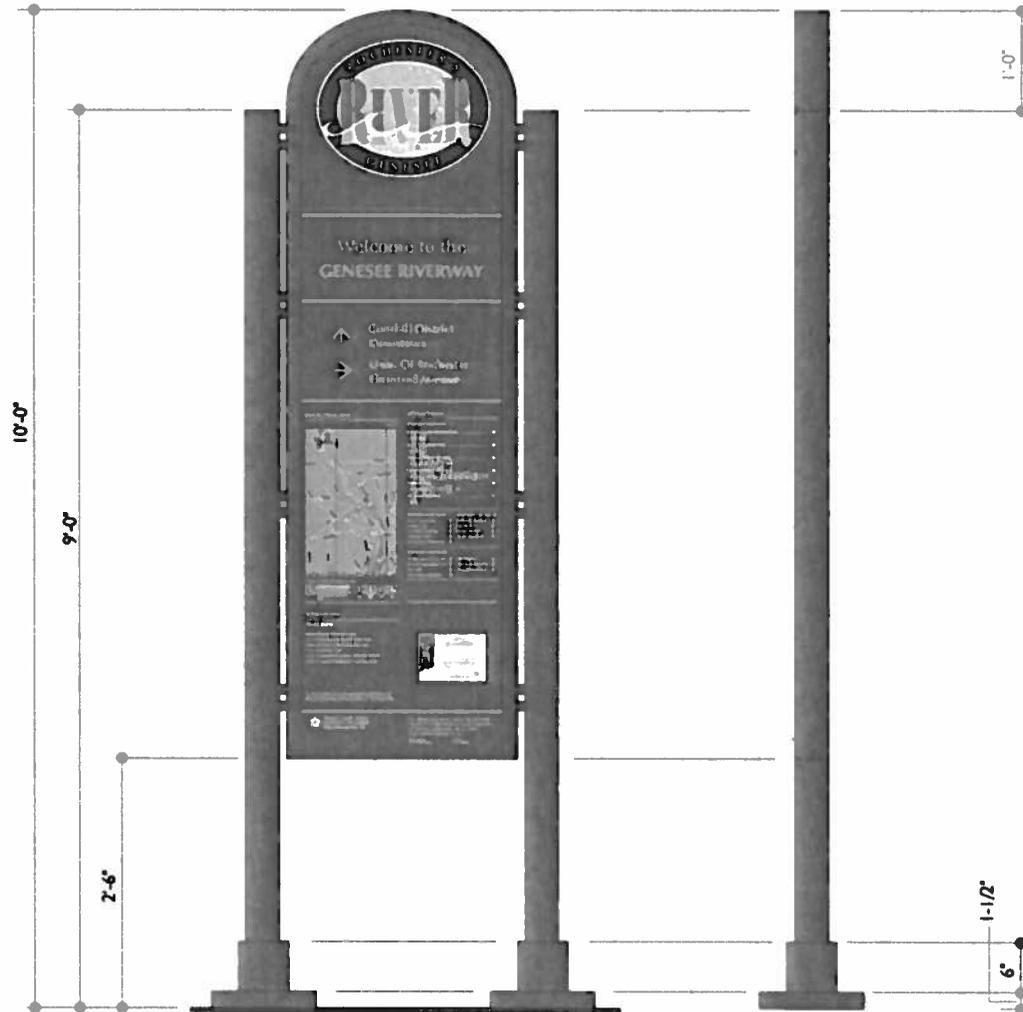
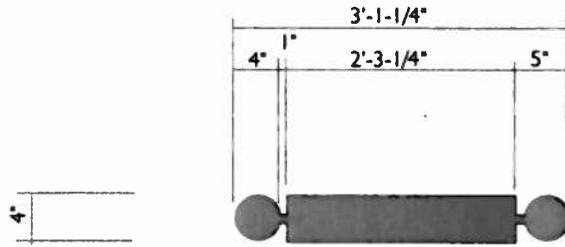
A-1 Base Plate, Cover and Foundation	
Genesee Riverway Trail Signage	A1-4



NOTES:

1. Awning to be .125" Thick Aluminum formed to shape and fastened to fabricated aluminum cabinet and internal U-Channel structure with tamper-resistant fasteners as required to meet windload specification. All formed edges and joints to be filled and ground smooth.
2. No. 1 Graphics Panel (with GRT Logo) to be pre-drilled to permit awning connection to U-Channel interior structure.

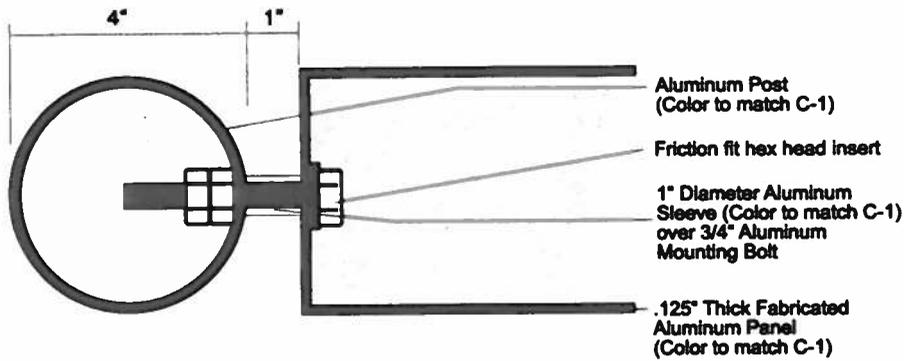
A-1 Awning Fabrication	
Genesee Riverway Trail Signage	A1-5



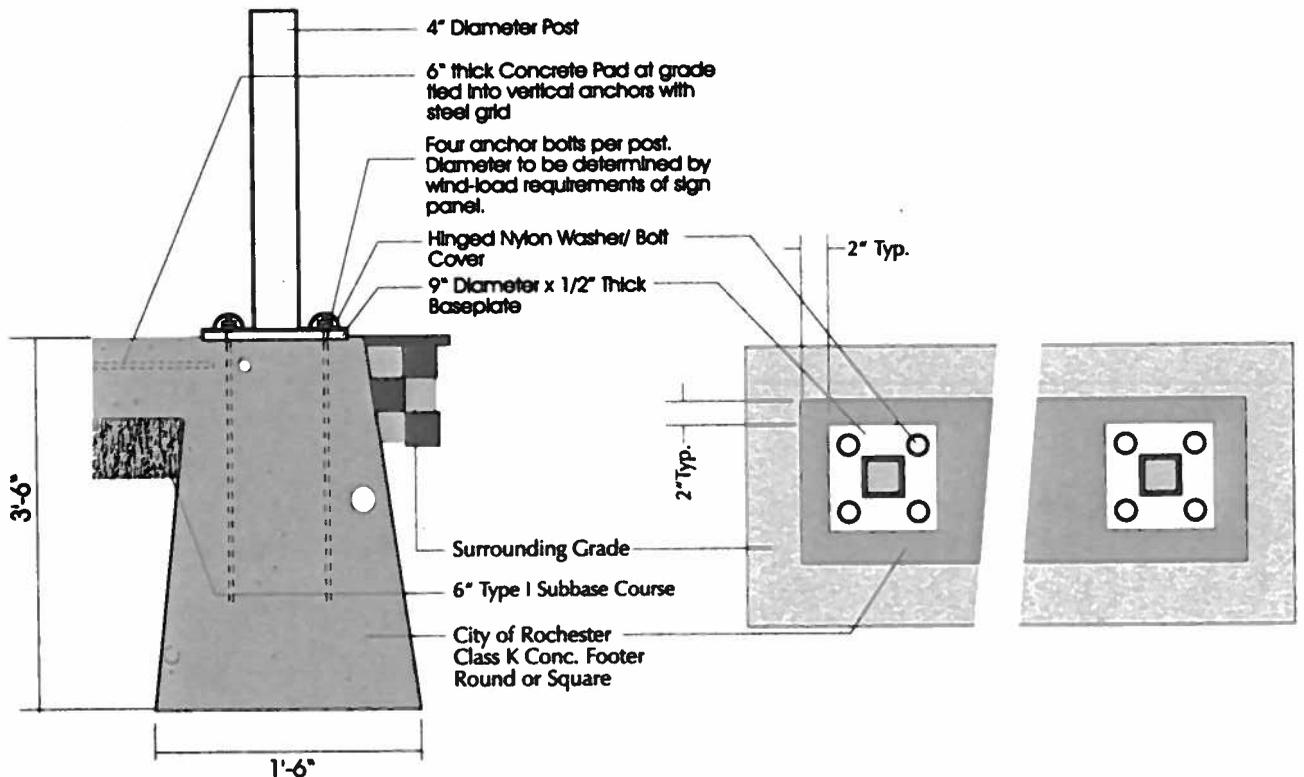
NOTES:

1. Materials and fabrication same as Type A-1.
2. Graphic Panel assembly (GRT logo & Welcome To... panels) at top similar to Type A-1 kiosk except height is six inches less. All remaining panels remain unchanged.

B-1 Kiosk (Minor)	
Genesee Riverway Trail Signage	B1



Horizontal Post/ Panel Section

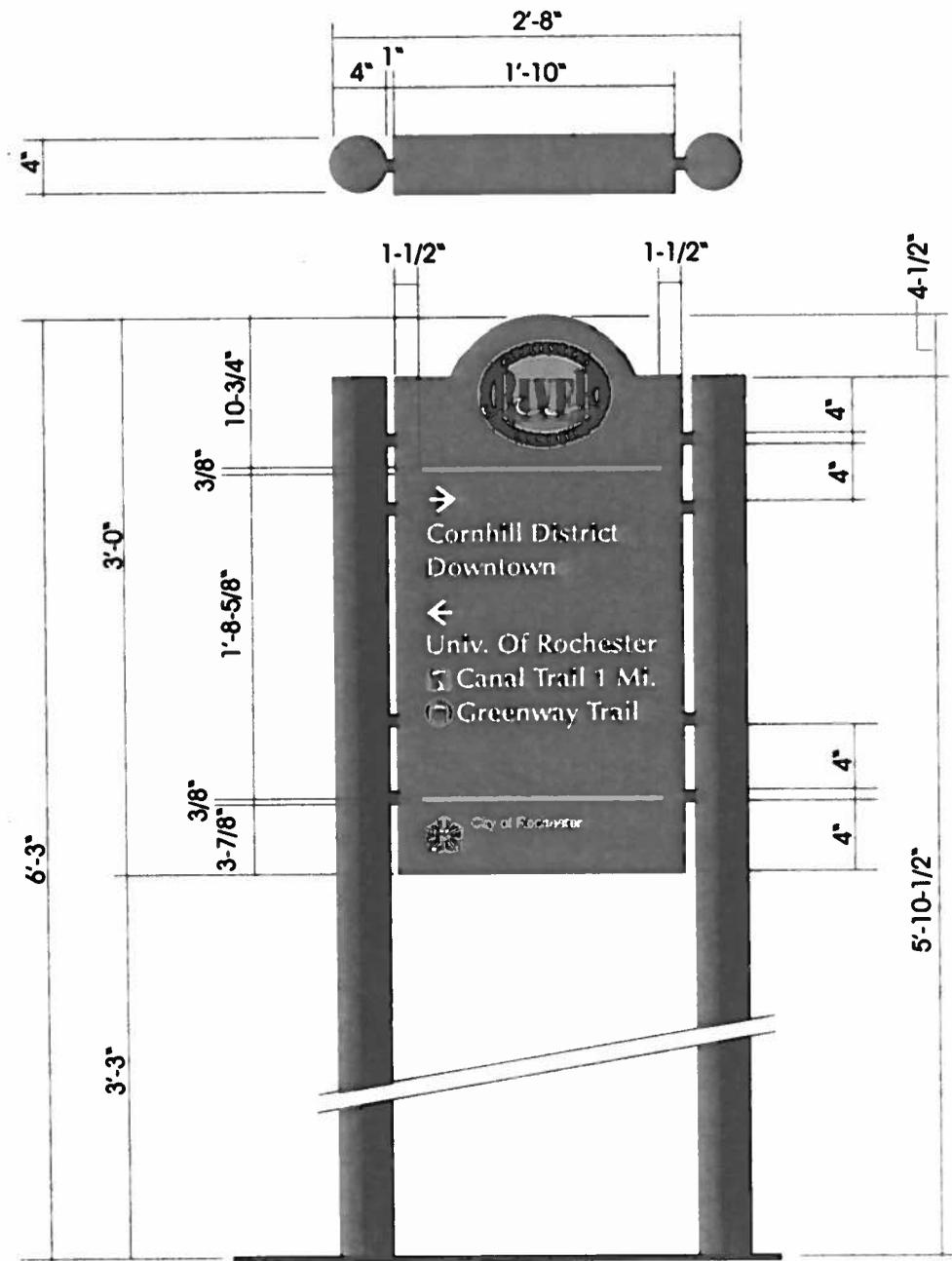


Foundation Detail

NOTES:

1. Fabricated Aluminum Panel to receive surface-applied Scotchlite reflective graphics.
2. Logo to be screen-printed with transparent ink onto white reflective sheeting material.
3. Baseplate and Bolt Covers to be painted to match pms 343.

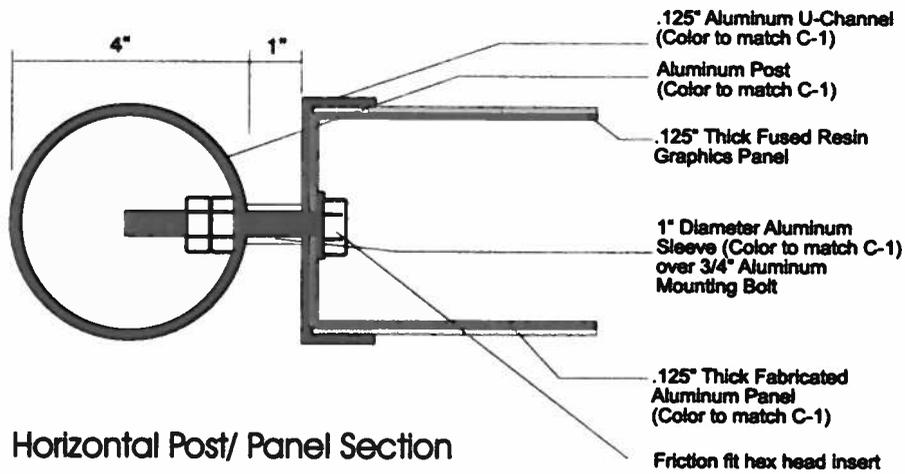
Type C-1 Parking Lot Directional Fabrication / Installation	
Genesee Riverway Trail Signage	C1-2



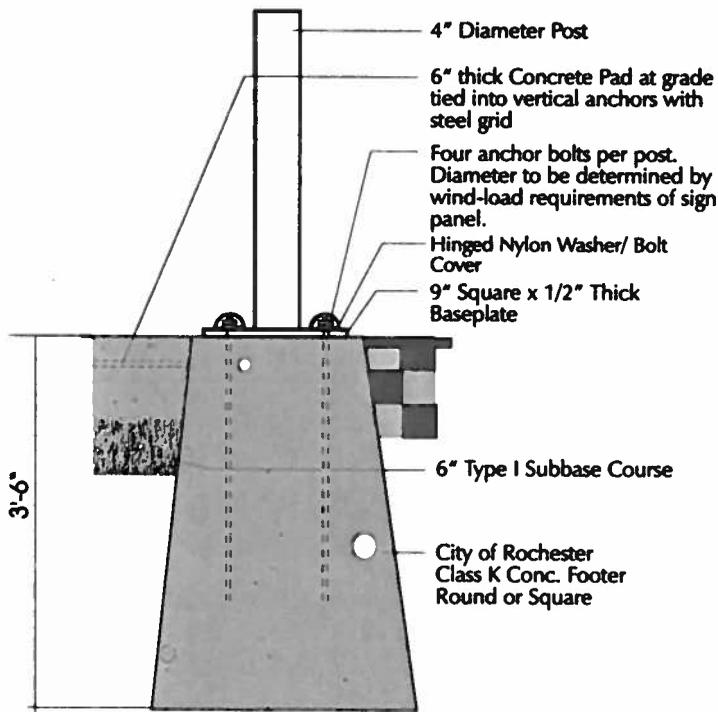
NOTES:

1. Materials and Fabrication same as Type A-1.
2. Colors, GRT logo and typefaces same as Type A-1.
3. Owner will provide art on disk of all logos to be used on Directional Signage.

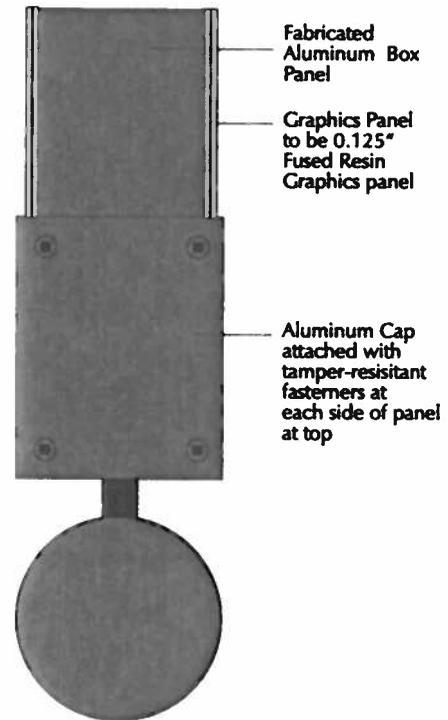
D-1 Trail Directional (Major)	
Genesee Riverway Trail Signage	D1-1



Horizontal Post/ Panel Section



Foundation Detail

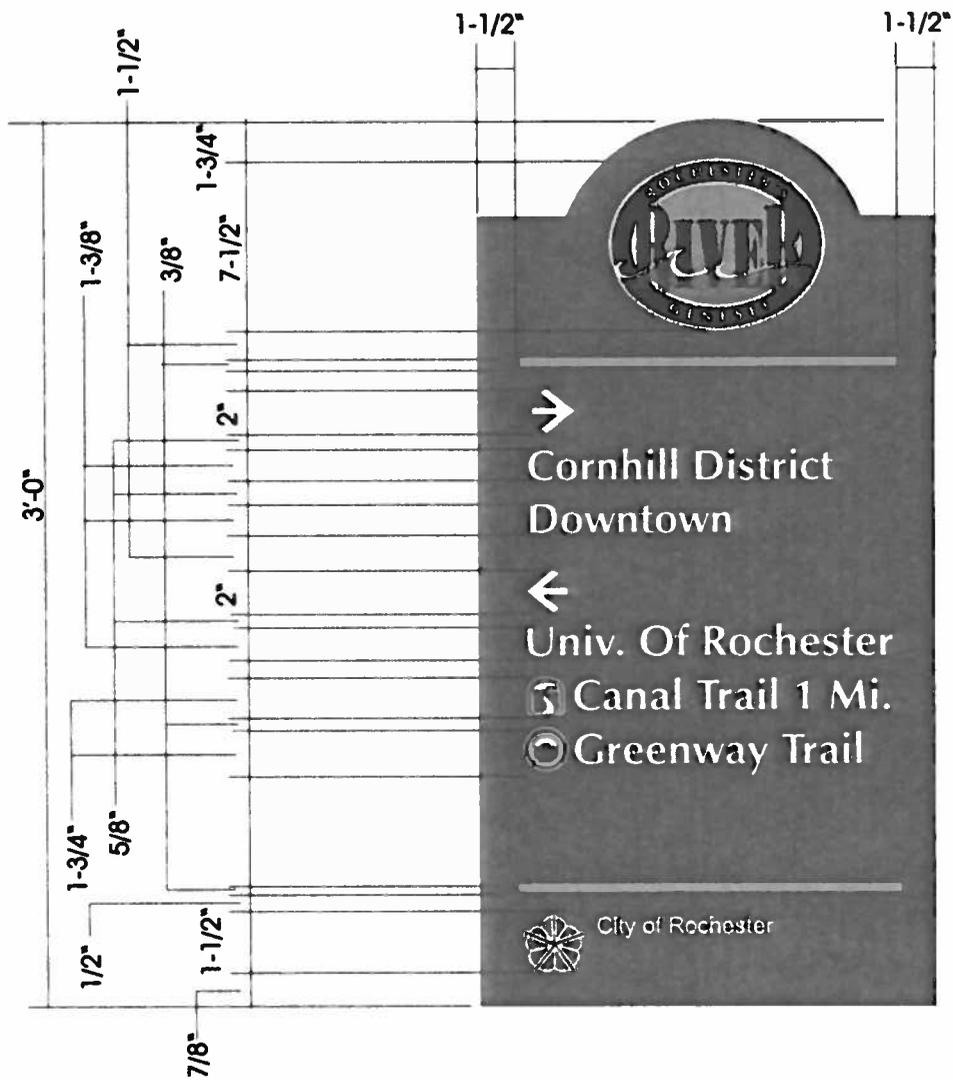


Panel Top Cap Detail

NOTES:

1. Fused Resin Graphics Panel to be inserted behind U-Channel on front and back. Panel bottom will include stop for Graphics Panel Assembly. All edges to be finished smooth and painted to match PMS 343.
2. Aluminum cap to be attached to fabricated aluminum panel with Tamper-resistant fasteners. All exposed edges and fastener heads to be painted to match PMS 343.

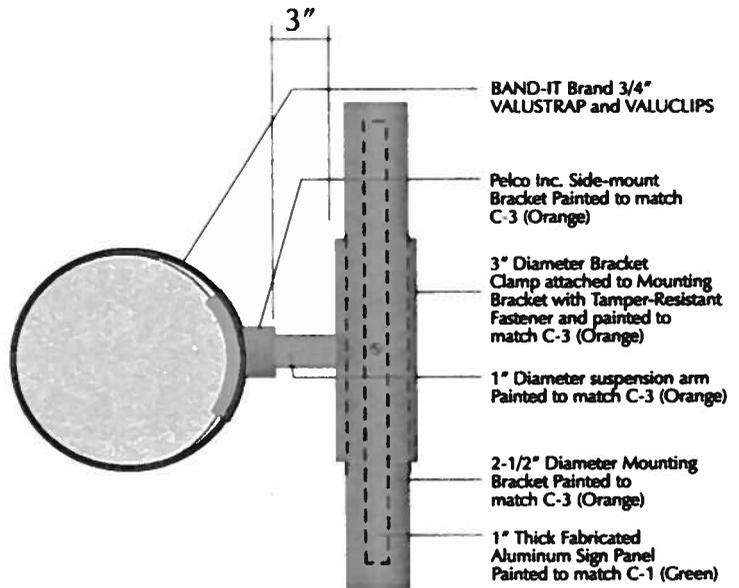
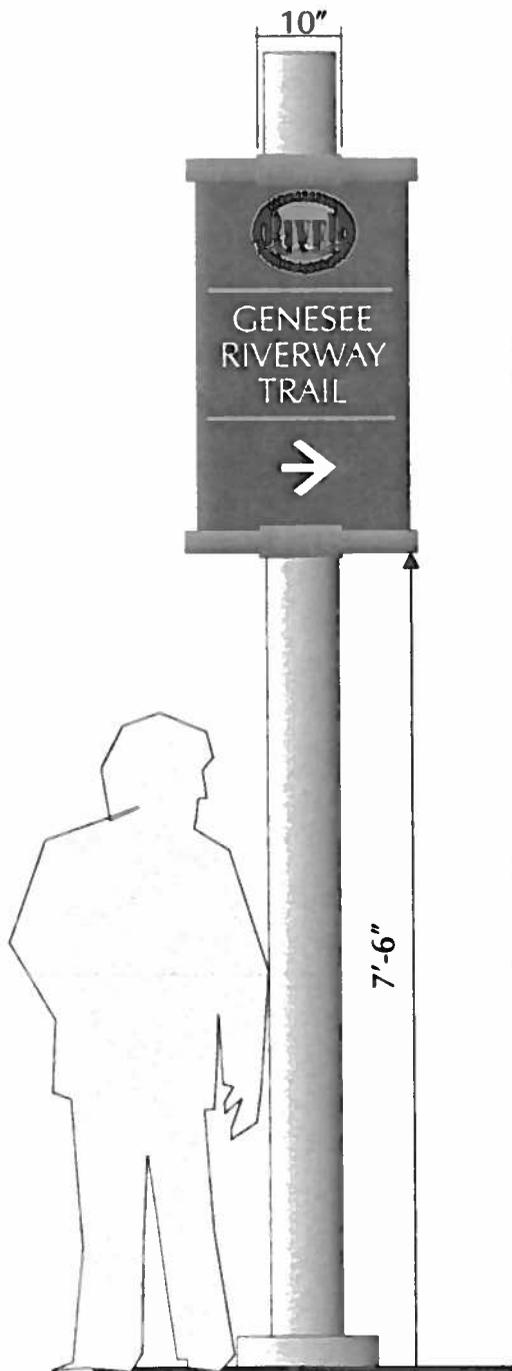
D-1 Fabrication/ Installation	
Genesee Riverway Trail Signage	D1-2



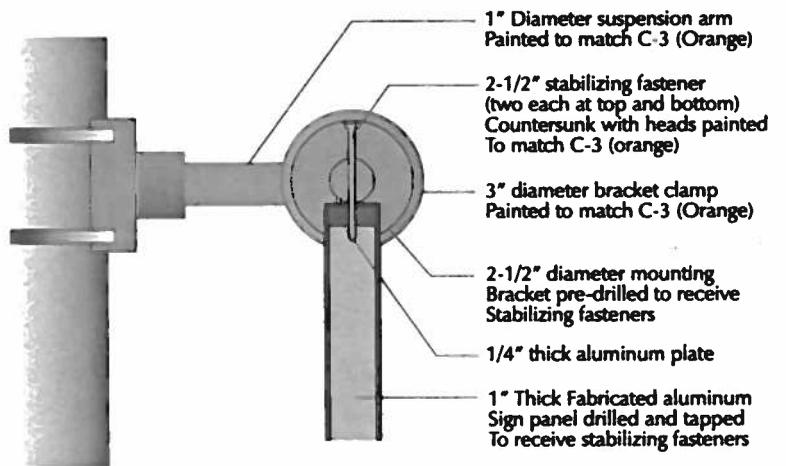
NOTES:

1. Use Copy, symbol and spacing standards shown above for Types D-1 and D-2 Directional Signage.

D-1 Copy Layout	
Genesee Riverway Trail Signage	D1-3



Light Pole Mounting Detail



Panel/ Mounting Bracket Connection

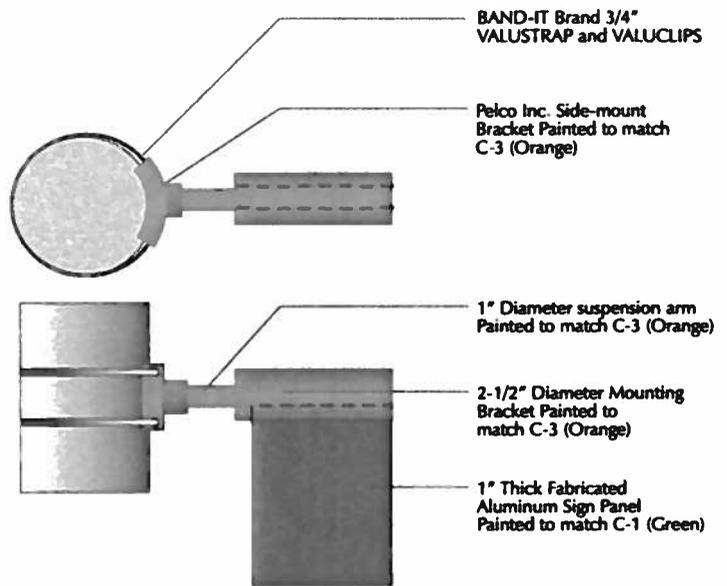
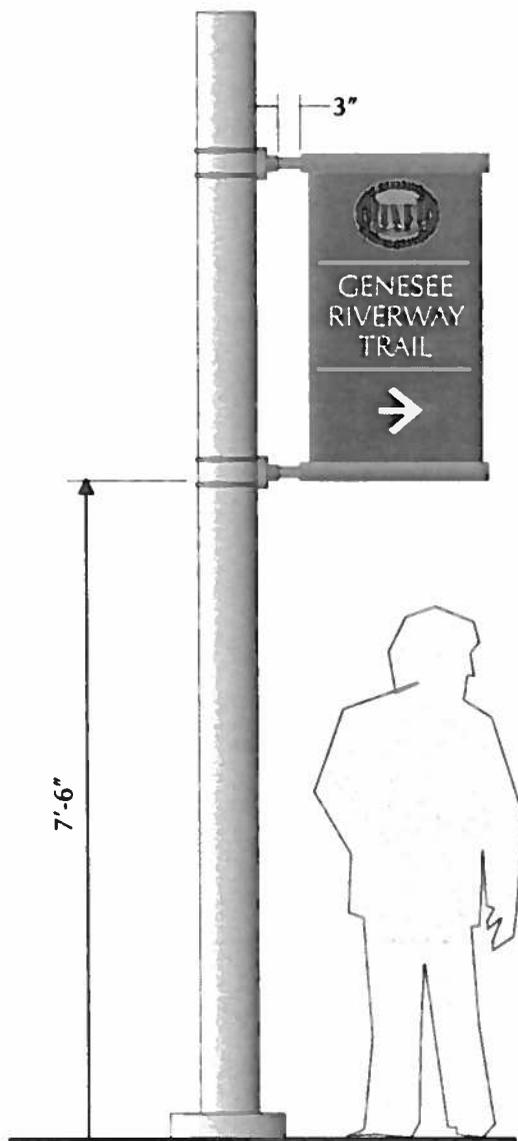
NOTES:

1. Sign Panel to be fabricated aluminum with applied reflective vinyl graphics.
2. Colors, GRT logo and typefaces same as Type A-1.

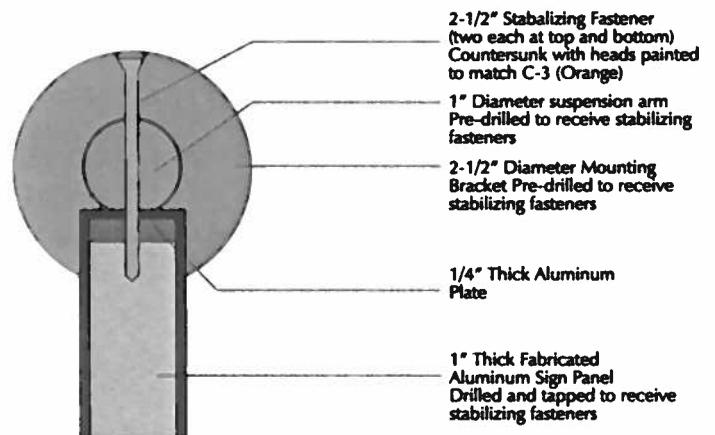
D-3 R.O.W. Directional (Vehicular)	
Genesee Riverway Trail Signage	D3-1



D-3 Layout	
Genesee Riverway Trail Signage	D3-2



Light Pole Mounting Detail



Panel/ Mounting Bracket Connection

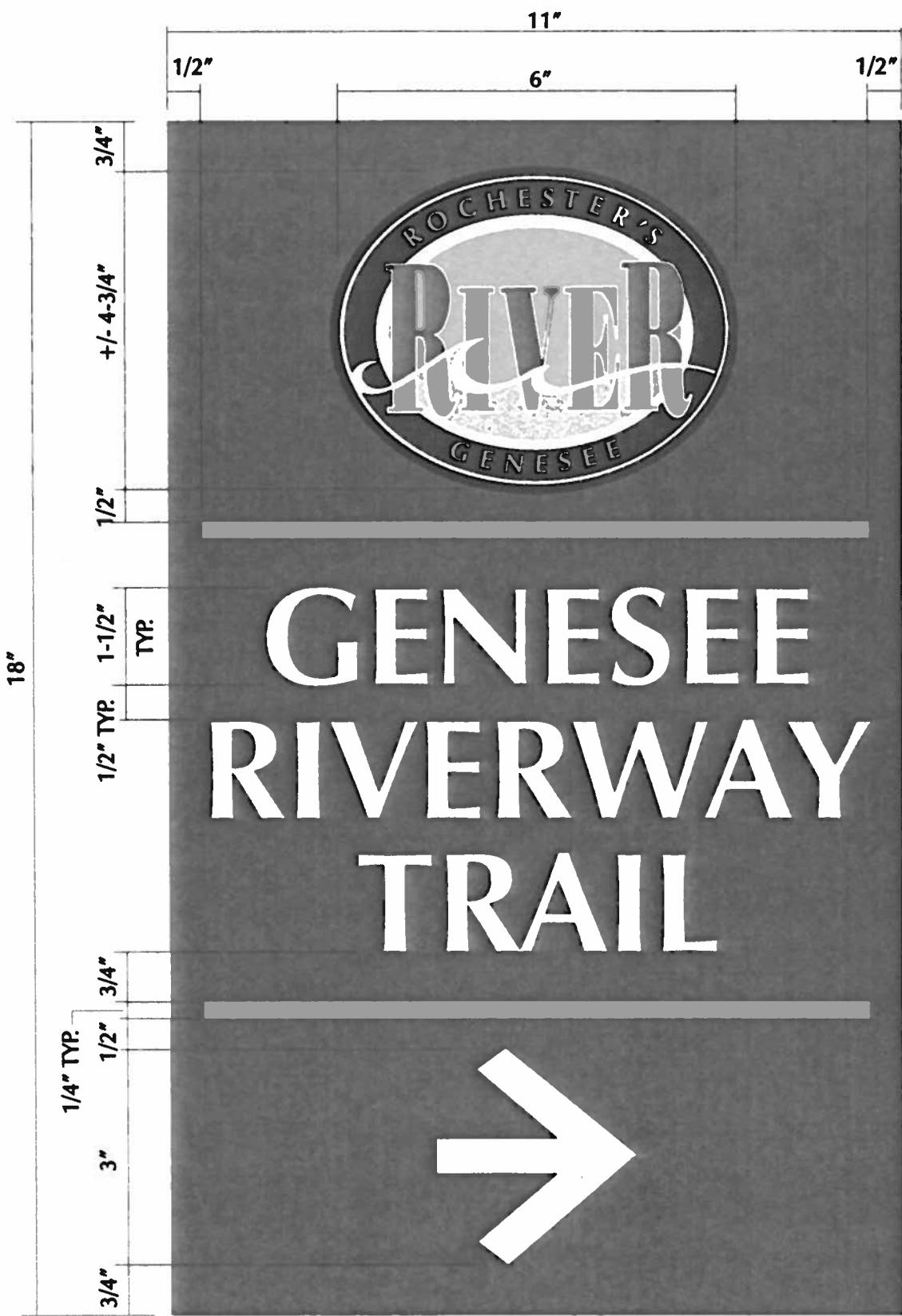
NOTES:

1. Sign Panel to be fabricated aluminum with applied reflective vinyl graphics.
2. Colors, GRT logo and typefaces same as Type A-1.

D-4 R.O.W. Directional (Pedestrian)	
Genesee Riverway Trail Signage	D4-1

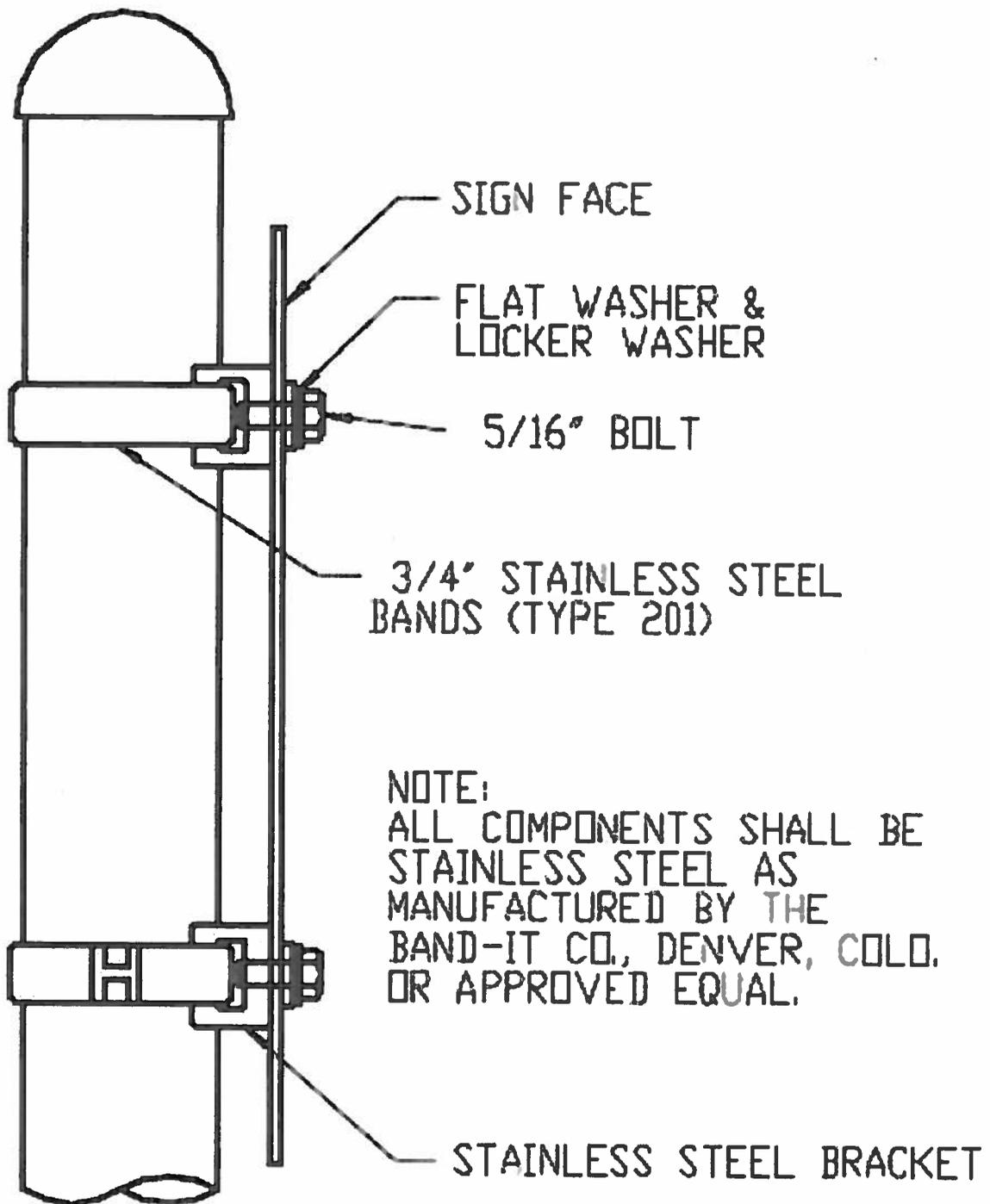


D-4 Layout	
Genesee Riverway Trail Signage	D4-2



- NOTE:**
1. Sign panel to be fabricated aluminum with applied reflective vinyl graphics.
 2. Mount to existing poles or to new post per enclosed details D5-2 through D5-4.
 3. See Sign Schedule for sign specific mounting requirements.

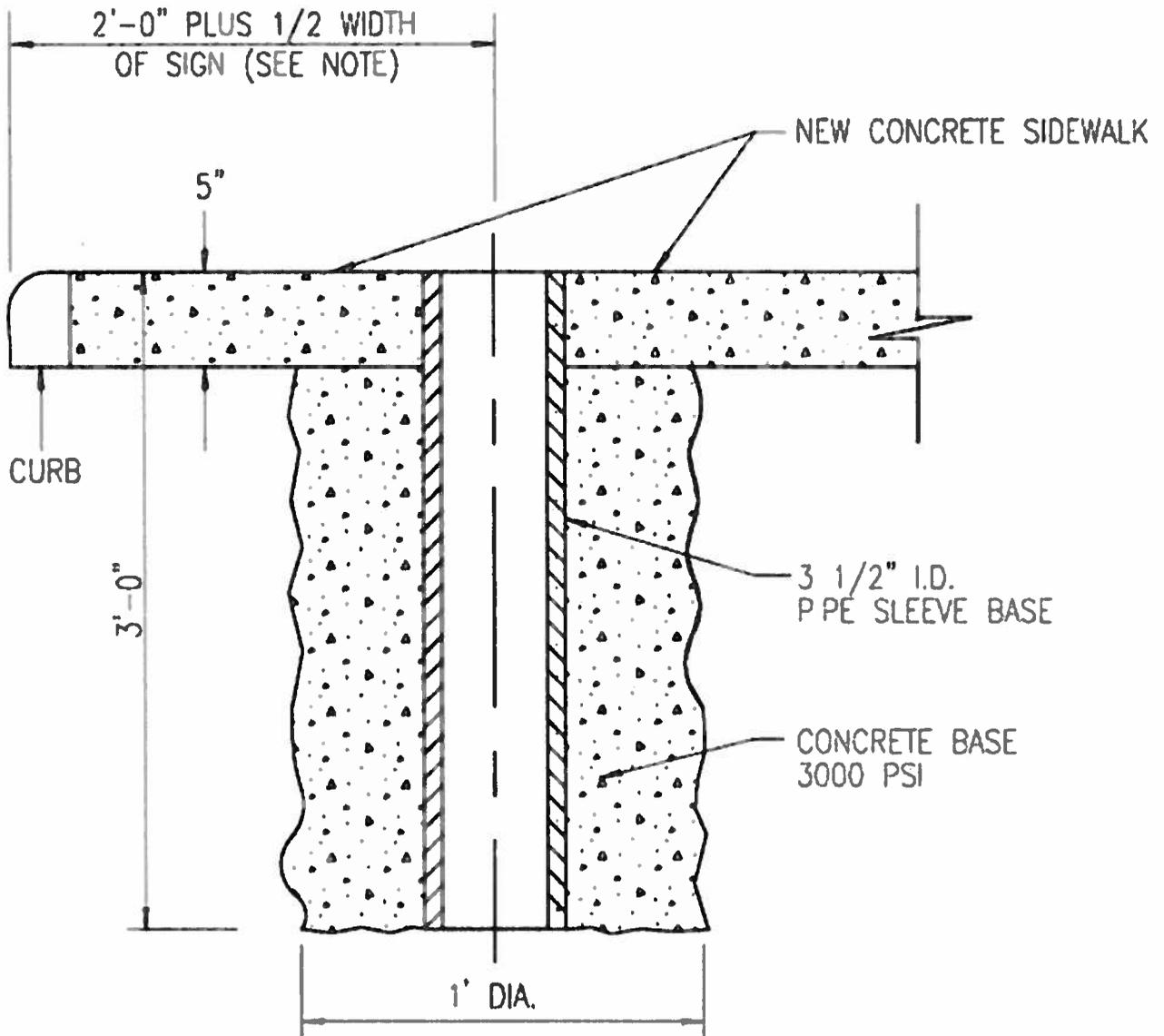
D-5 R.O.W. Directional (Pedestrian - Small)	
Genesee Riverway Trail Signage	D5-1



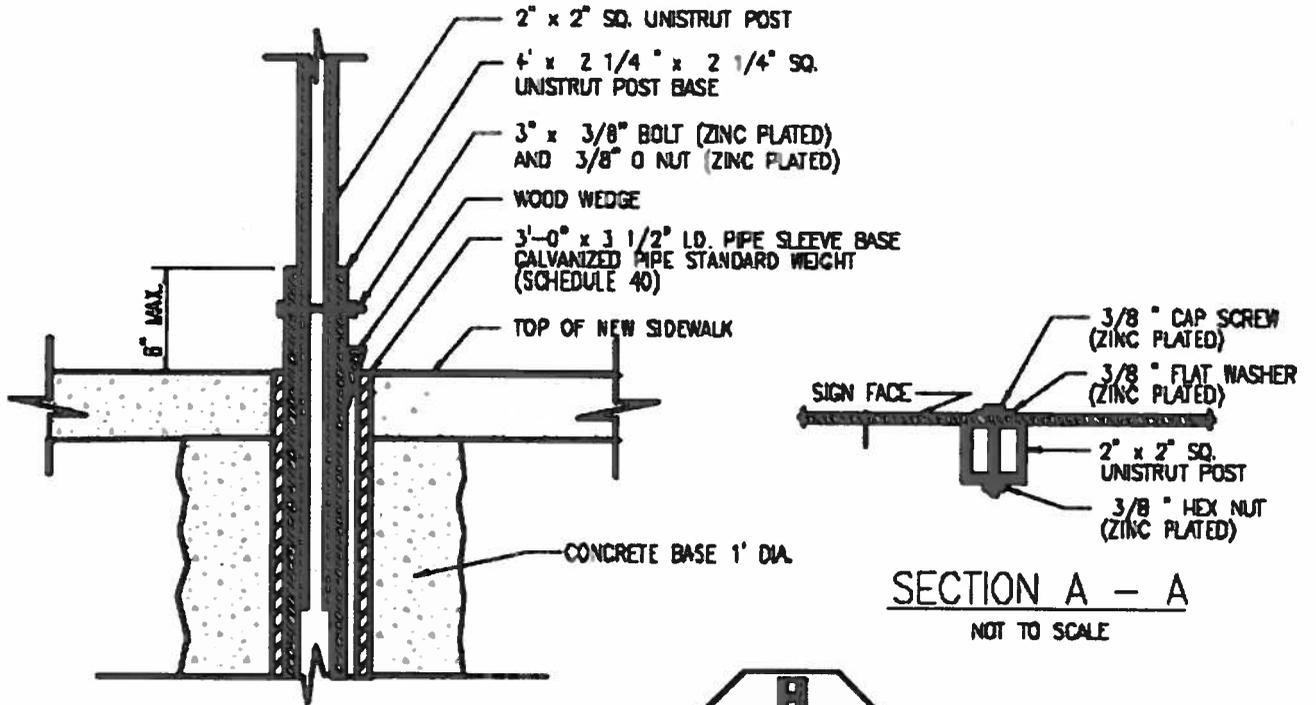
D-5 Installation (Existing Pole)	
Genesee Riverway Trail Signage	D5-2

NOTE:

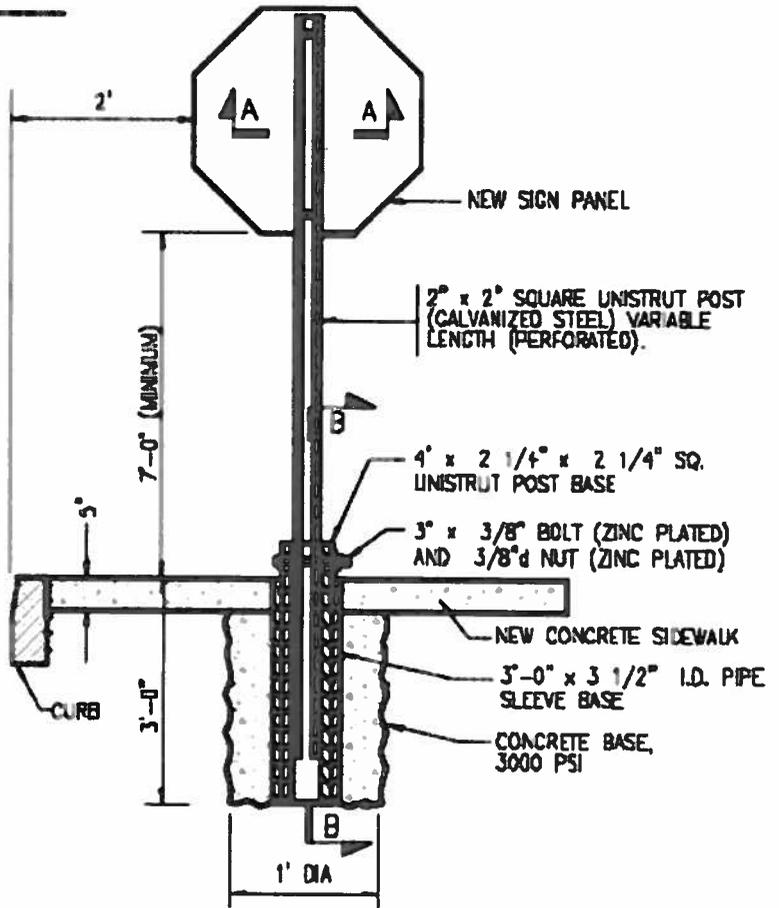
IF THERE IS ANY QUESTIONS REGARDING THE FINAL, ACCEPTABLE LOCATION FOR A SIGN SLEEVE, PLEASE CALL MONROE COUNTY DOT AT 753-7750 AND REQUEST ASSISTANCE.



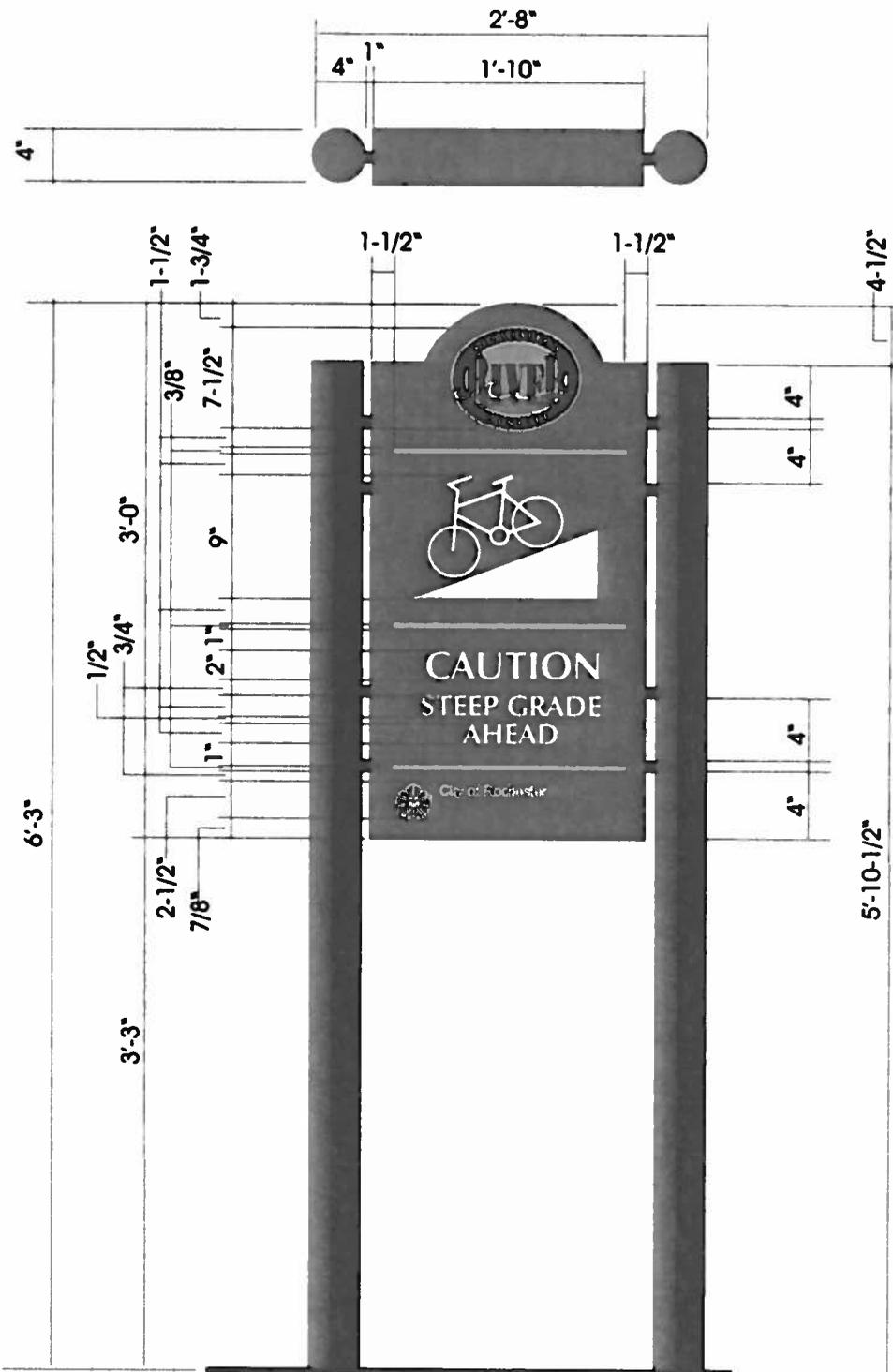
D-5 Installation (New Post)	
Genesee Riverway Trail Signage	D5-3



SECTION B - B
NOT TO SCALE



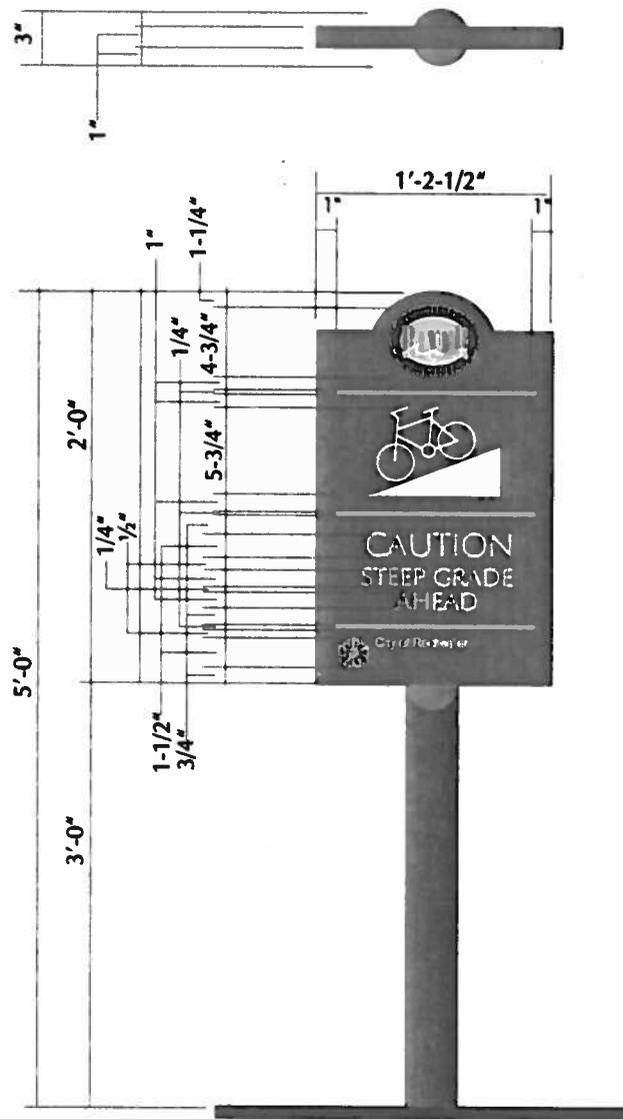
D-5 Installation (New Post)	
Genesee Riverway Trail Signage	D5-4



NOTES:

1. Materials and Fabrication same as Type D-1.
2. Content may change with each sign, see sign schedule for content specific to this project.

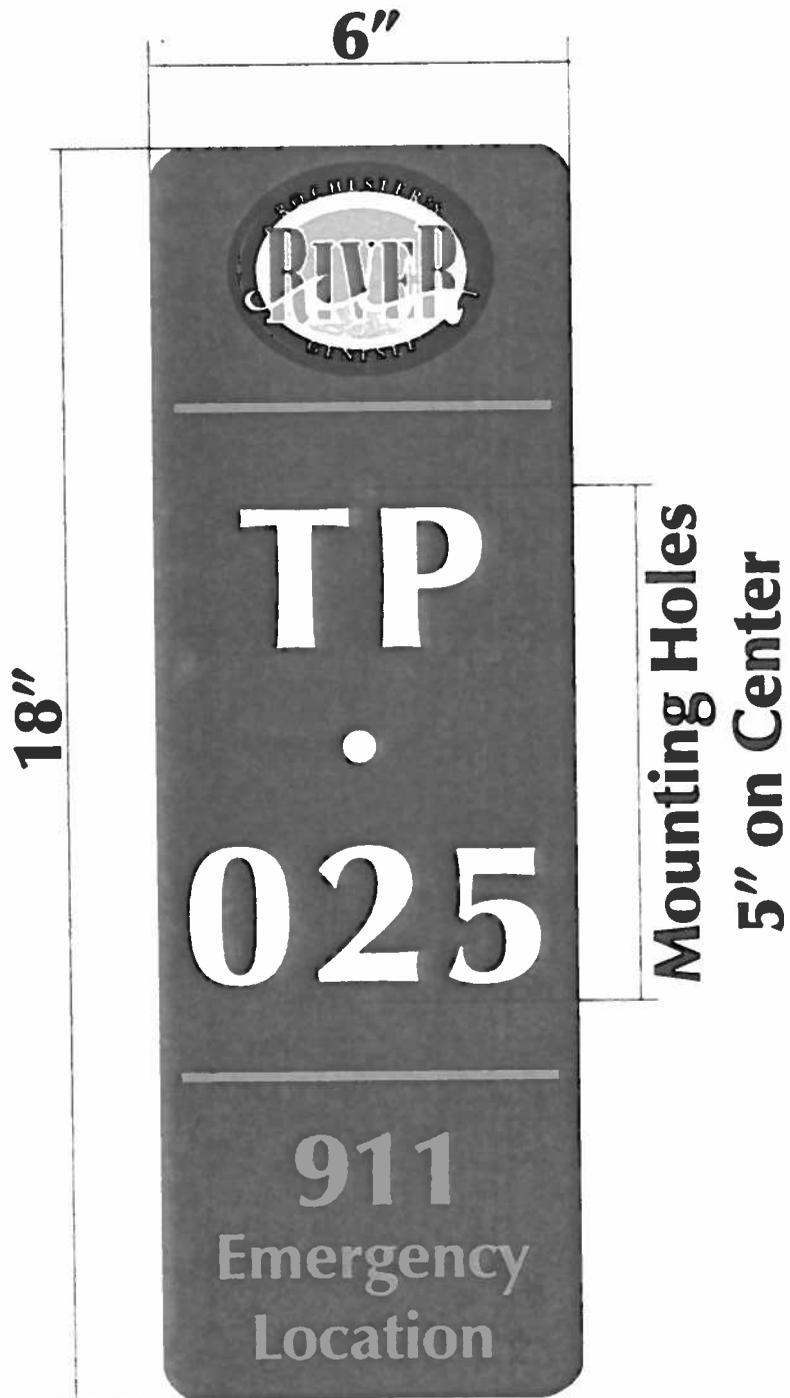
E-1 Hazard / Warning (Major)	
Genesee Riverway Trail Signage	E1



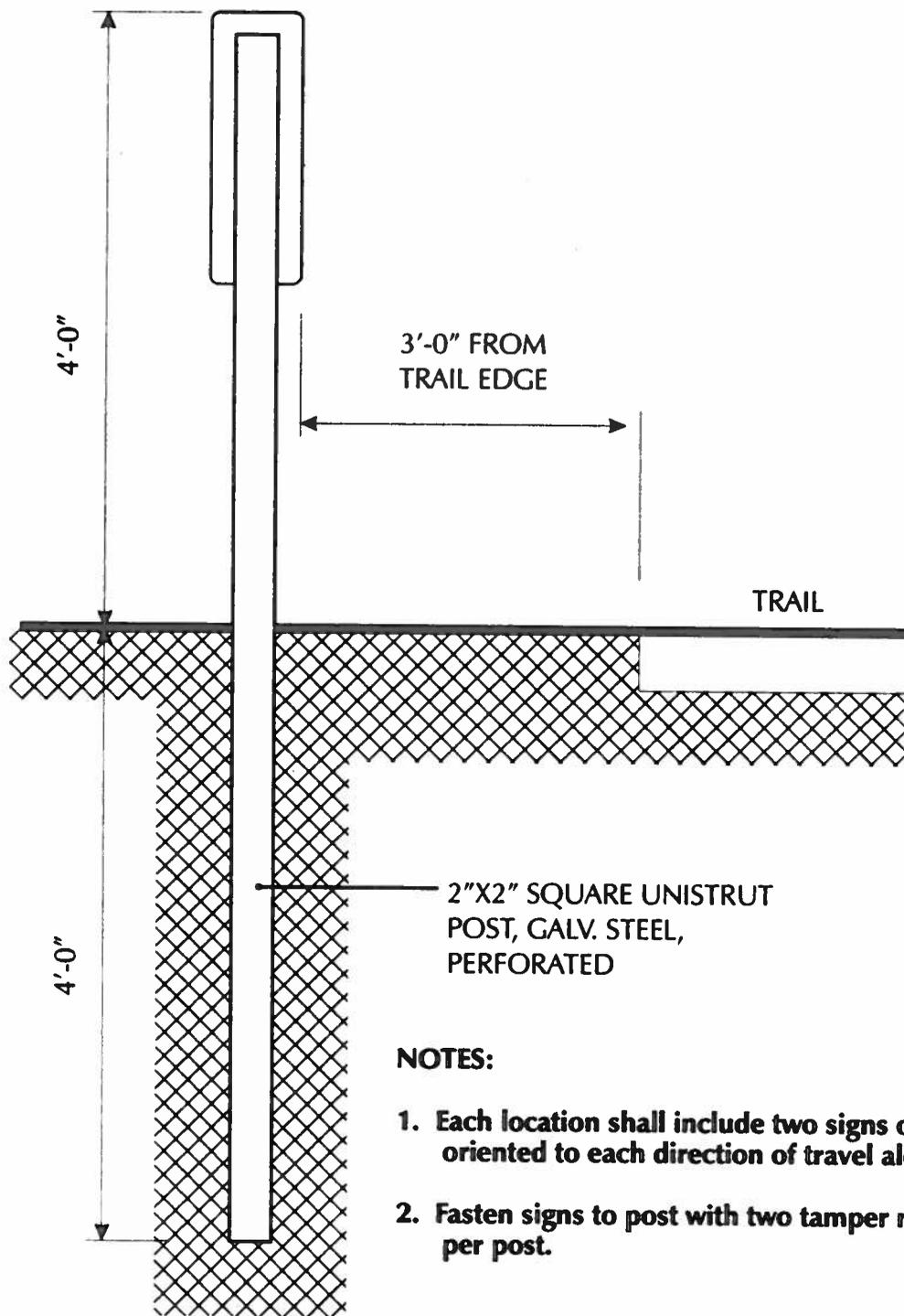
NOTES:

1. Sign Post to be 3" Diameter Aluminum with angled planes fabricated as shown above.
2. Minor Hazard Warning Sign to be fabricated aluminum box panel fused resin graphics similar to Type E-1.
3. Attach Sign Panel to post with fasteners and post plugs similar to Type D-1.
4. Post to be direct embedded into 42" concrete anchor with minimum 12" diameter.

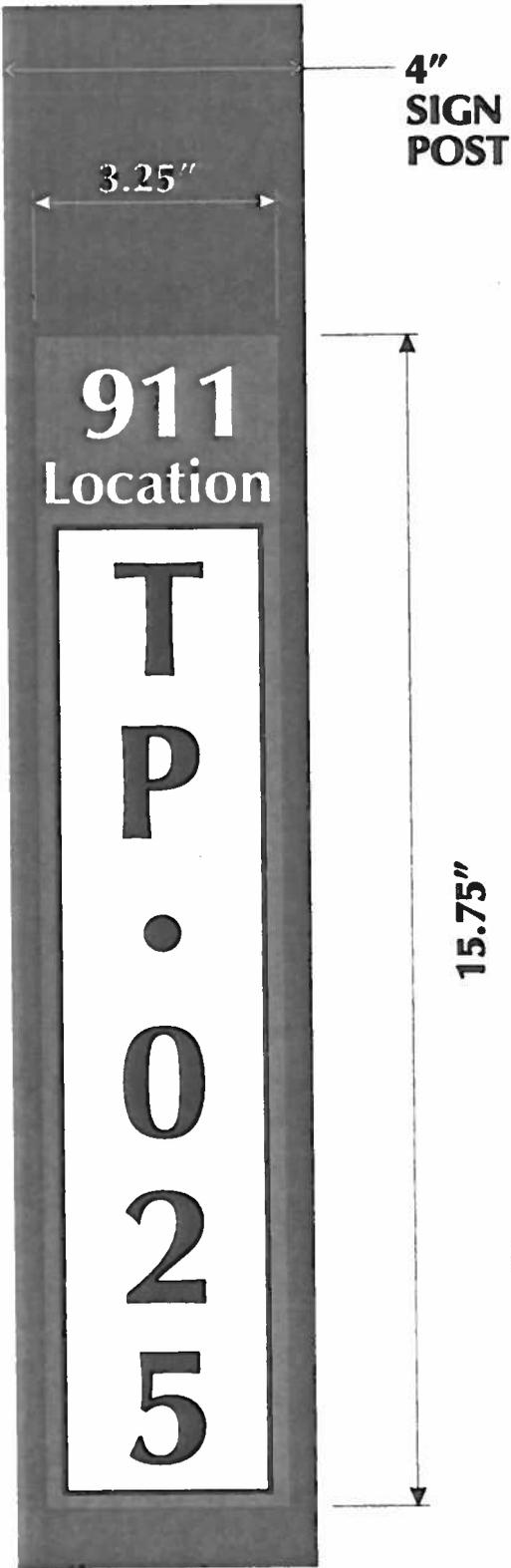
E-2 Hazard / Warning (Minor)	
Genesee Riverway Trail Signage	E2



Type E-3 911 Emergency Marker (Post Mounted)	
Genesee Riverway Trail Signage	E3-1



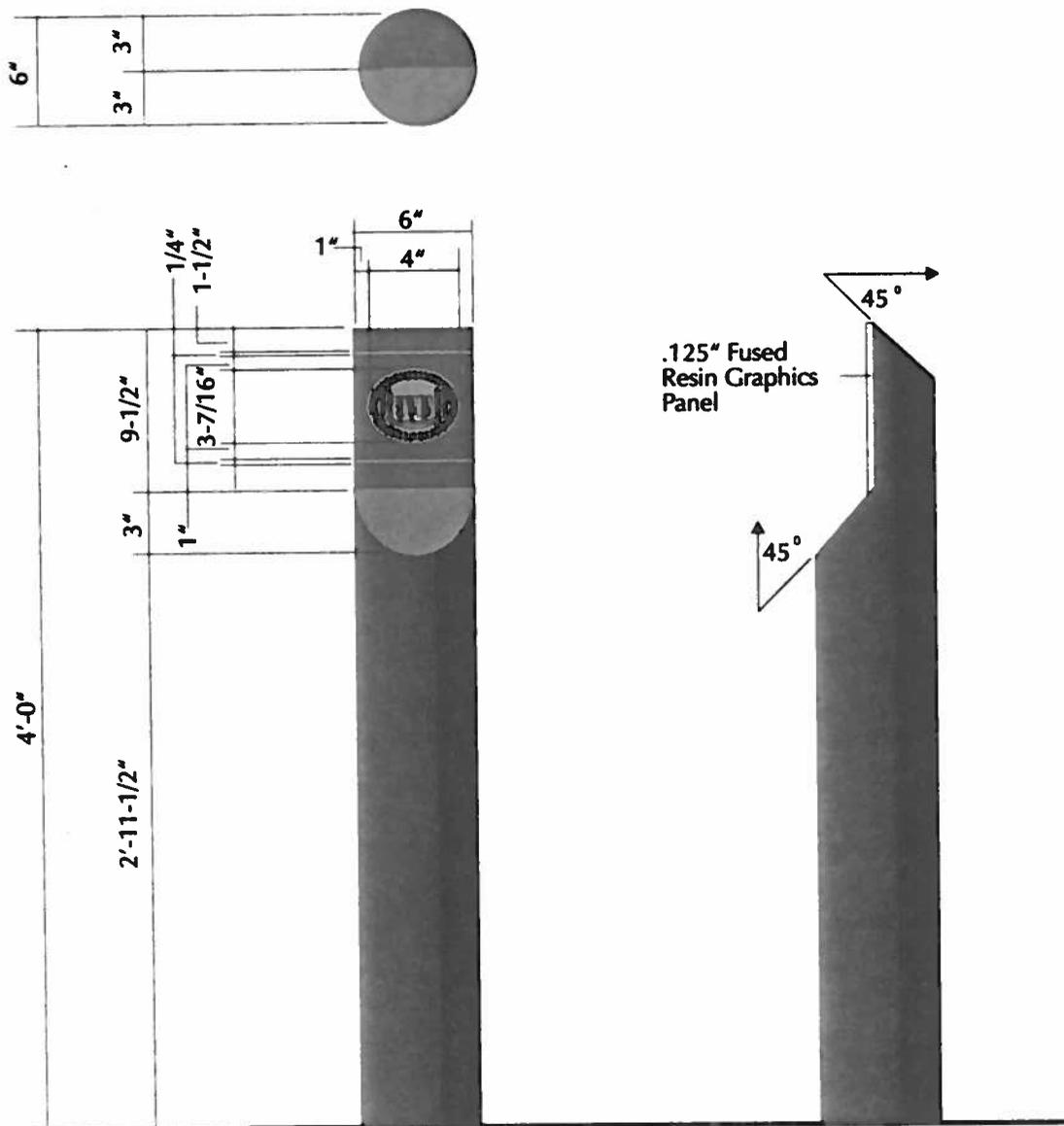
E-3 911 Post Mounting	
Genesee Riverway Trail Signage	E3-2



NOTES:

1. Adhesive decal to be mounted to existing or proposed sign post.
2. Each location shall have 2 decals, one oriented toward each direction of travel along the trail.
3. Top of decal shall be mounted at 4'-0" above finished grade or as ordered by Project Manager.
4. Shall be manufactured same as GRT kiosk logo as per S9998-2.02.

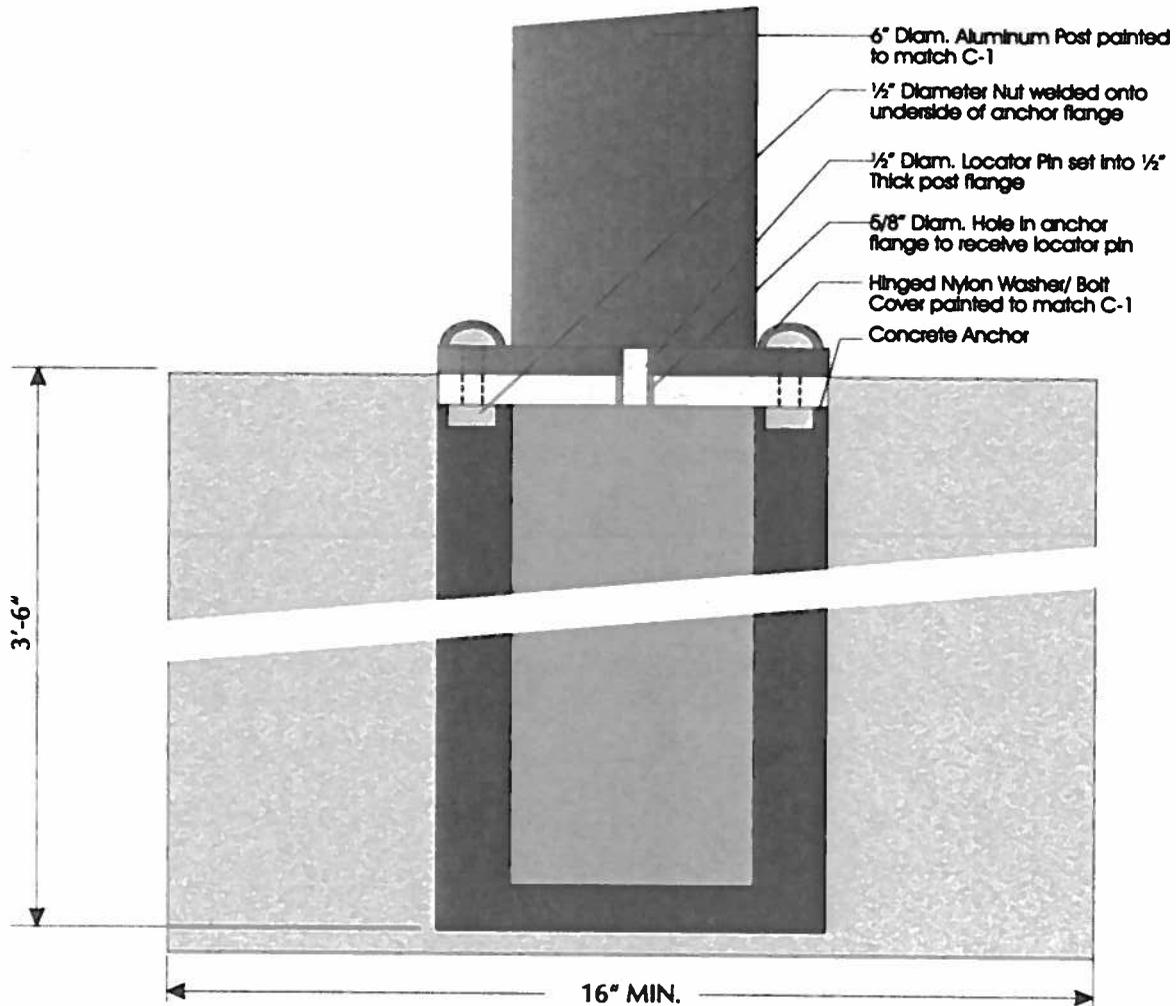
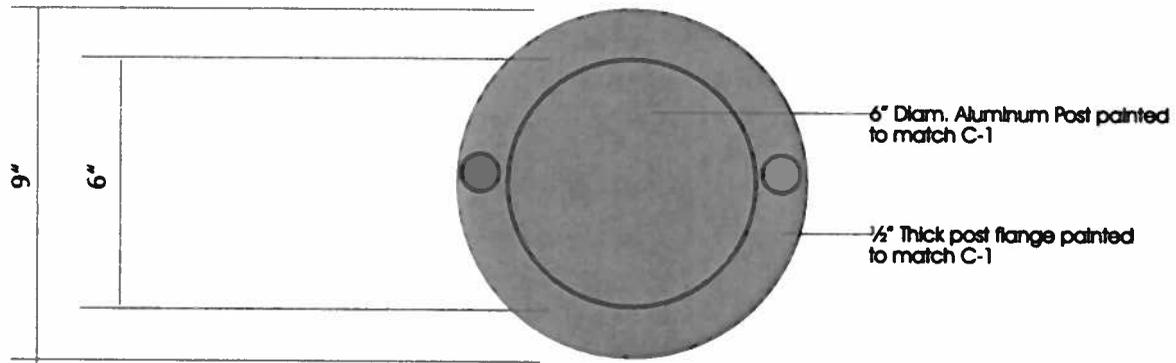
E-4 911 Emergency Decal	
Genesee Riverway Trail Signage	E4



NOTES:

1. Sign Post to be 6" Diameter Aluminum with angled planes fabricated as shown above.
2. Message Panel to be GRT Logo applied on .125" thick Fused Resin panel and beveled on bottom edge to match angle of bottom shelf.
3. Graphic rules to bleed right and left.
4. Attach message panel with 3M Brand .020" thick VHB adhesive over 100% of back surface and 4 countersunk tamper resistant fasteners painted to match PMS 343.
5. Post to be direct embedded into 42" concrete anchor with minimum 16" diameter unless otherwise noted in message schedule.

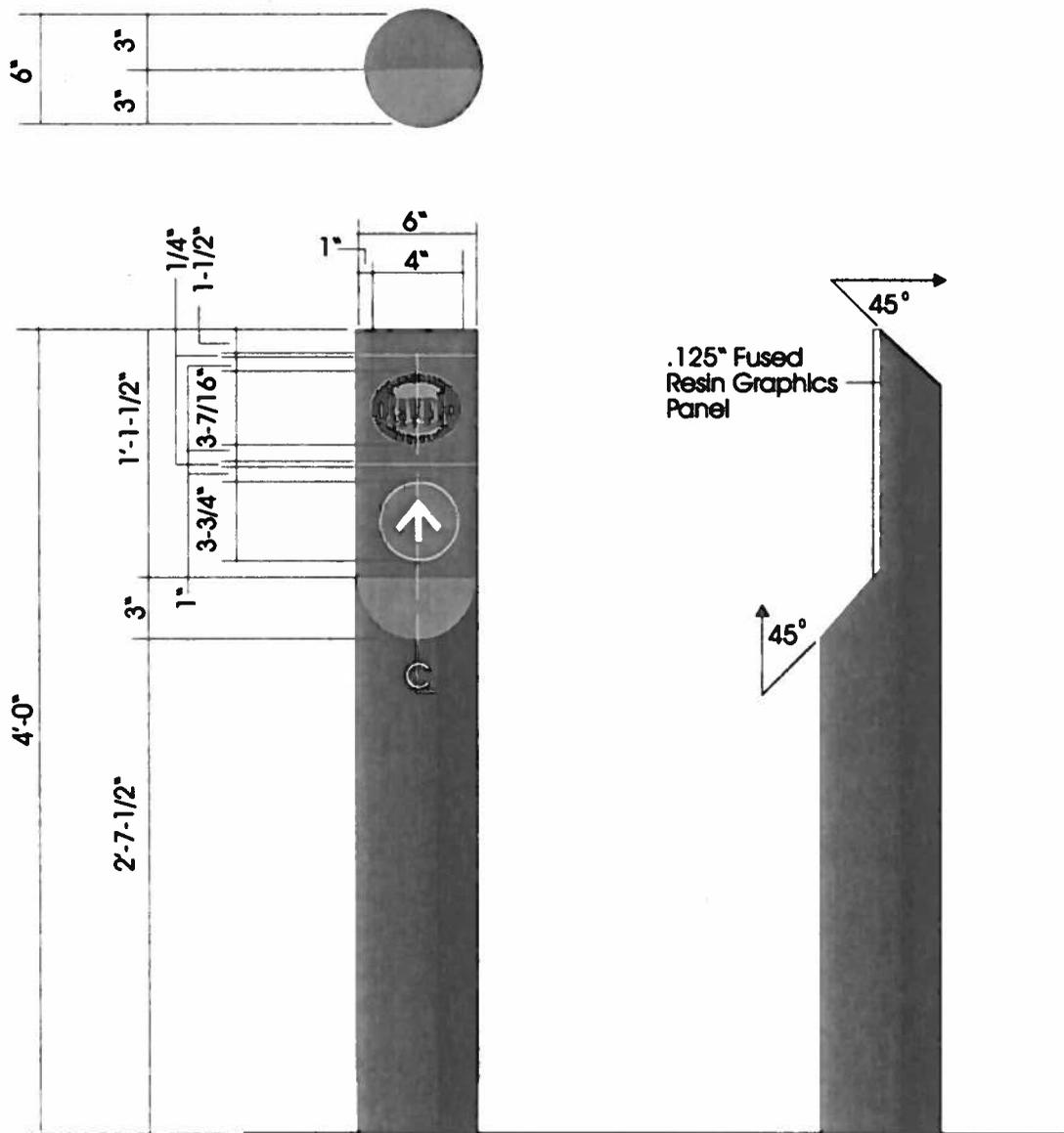
F-1 Trail Marker	
Genesee Riverway Trail Signage	F1



NOTES:

1. Removable Sign Post to be 6" Diameter Aluminum welded to 9" diameter post flange that engages 9" diameter anchor flange as shown above.
2. Removable marker messaging, panels, dimensions and construction to match that of F-1 Trail Marker.
3. All above grade components to be painted to match PMS 343.

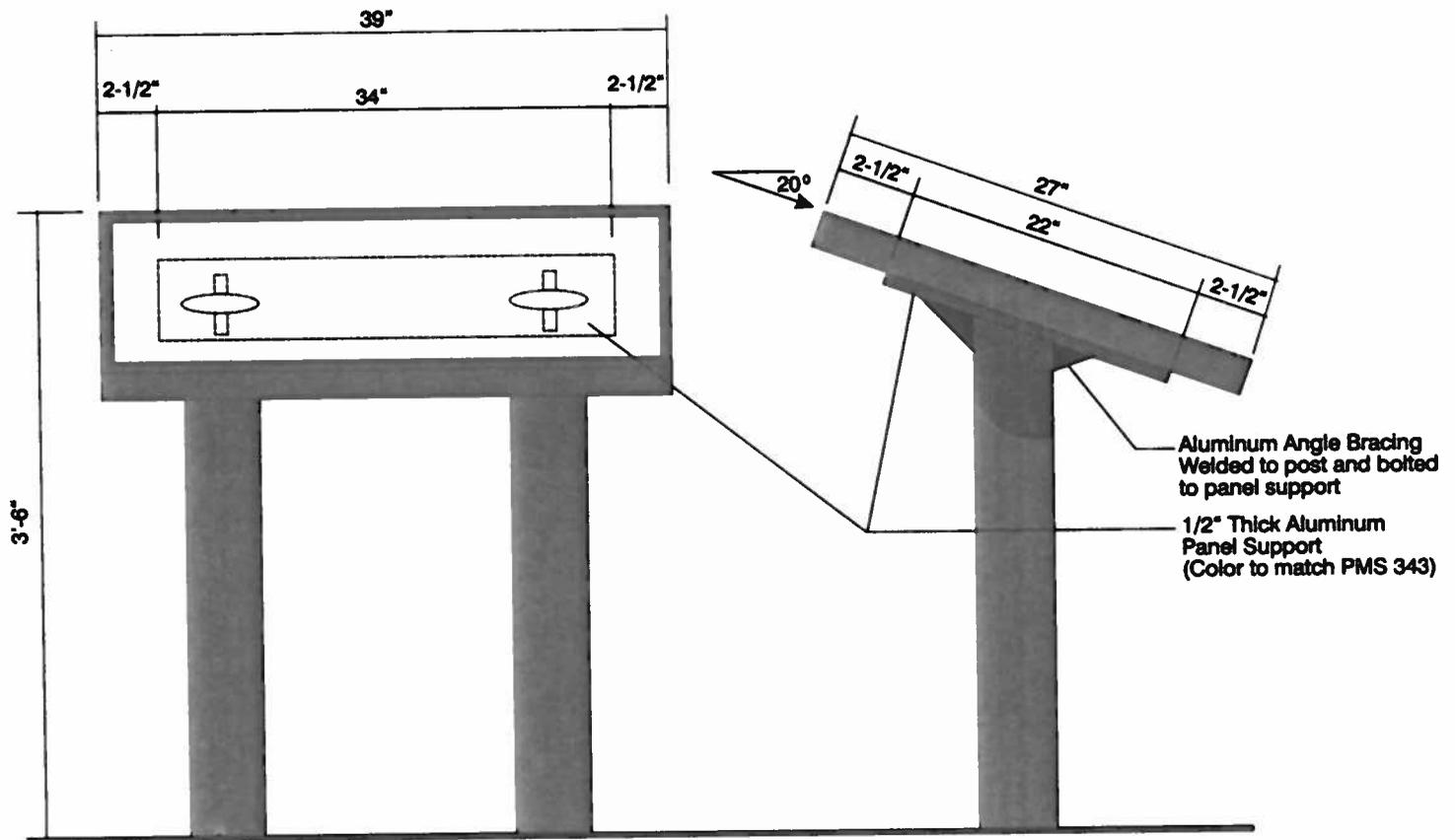
F-2 Trail Marker (Removable)	
Genesee Riverway Trail Signage	F2



NOTES:

1. **Materials, fabrication and mounting same as Type F-1.**
2. **Sign content may include between one and four circular arrow symbols. Where more than one arrow symbol is employed, each symbol will be 1-1/2".**

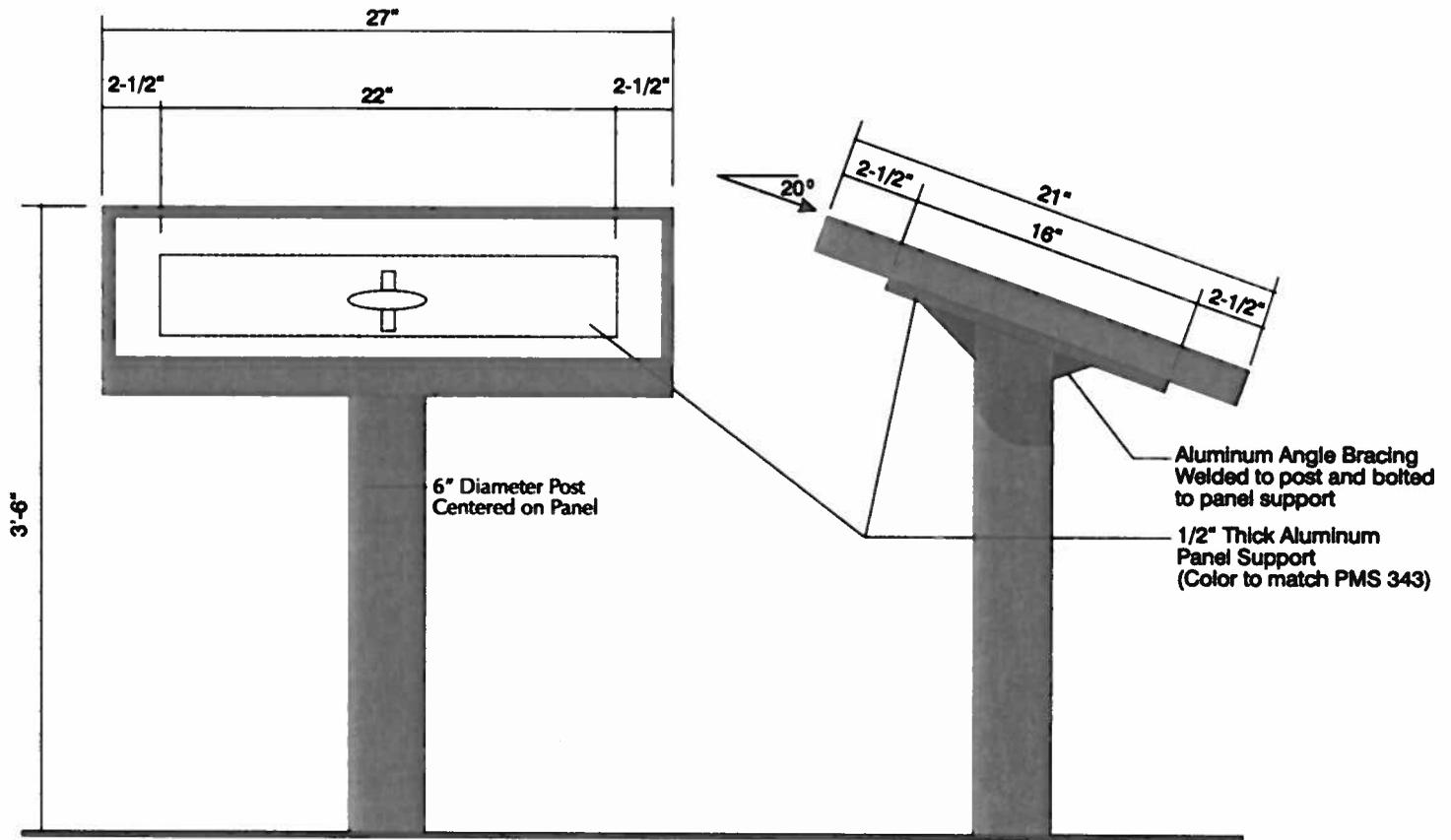
F-3 Trail Marker (Directional)	
Genesee Riverway Trail Signage	F3



NOTES:

1. Materials, fabrication and anchorage same as Type A-1.
2. Solid composite phenolic graphics panel visible face to be 24" by 36".
3. Panel art to be furnished by Owner.
4. Left end panel shall be removable to facilitate graphic panel insertion / replacement. End cap shall be secured with 2 tamper resistant countersunk fasteners.

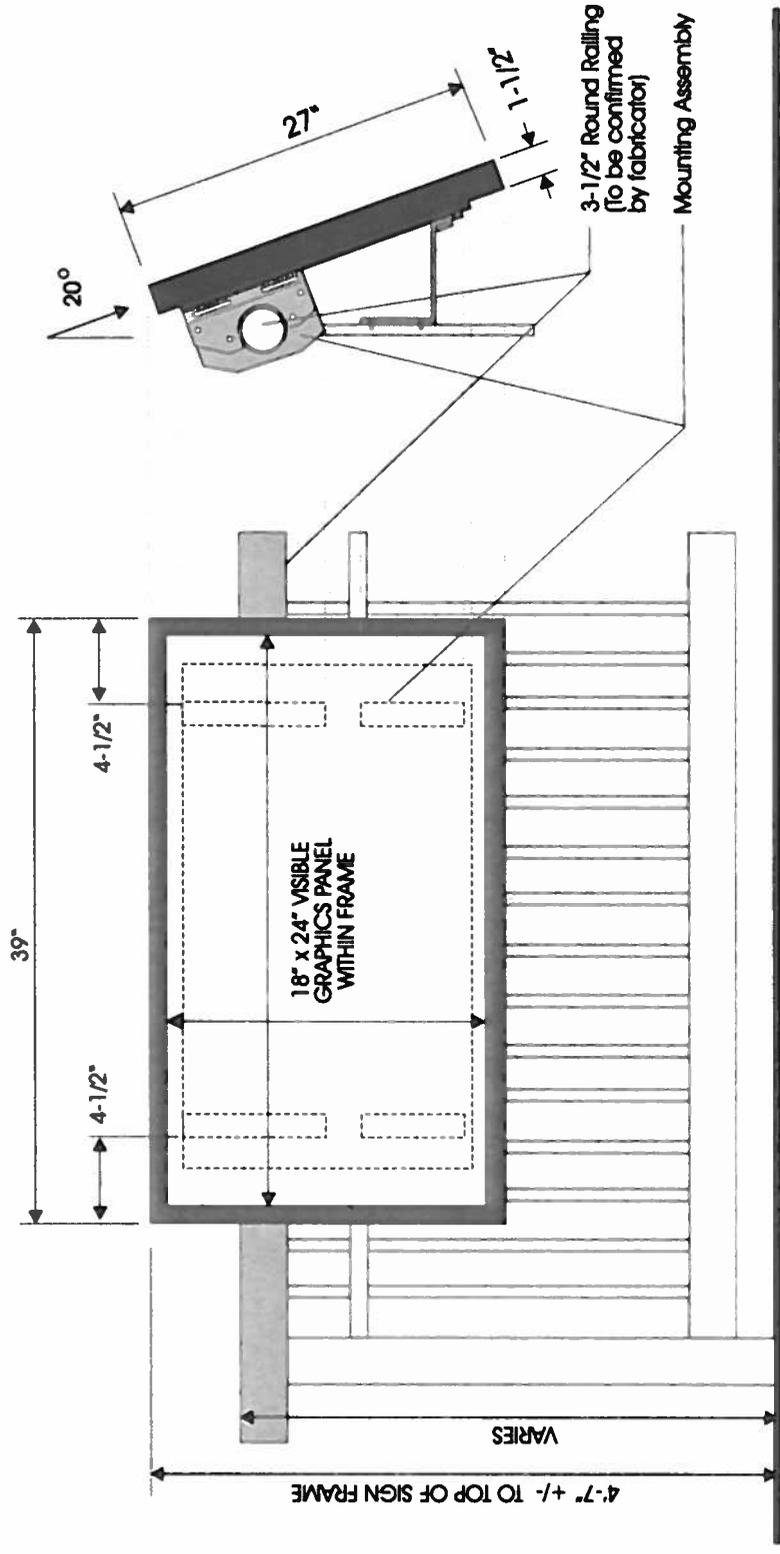
G-1 Interpretive (Free-Standing)	
Genesee Riverway Trail Signage	G1



NOTES:

1. Materials, fabrication and anchorage same as Type A-1.
2. Solid composite phenolic graphics panel visible face to be 18" by 24".
3. Panel art to be furnished by Owner.
4. Left end panel shall be removable to facilitate graphic panel insertion / replacement. End cap shall be secured with 2 tamper resistant countersunk fasteners.

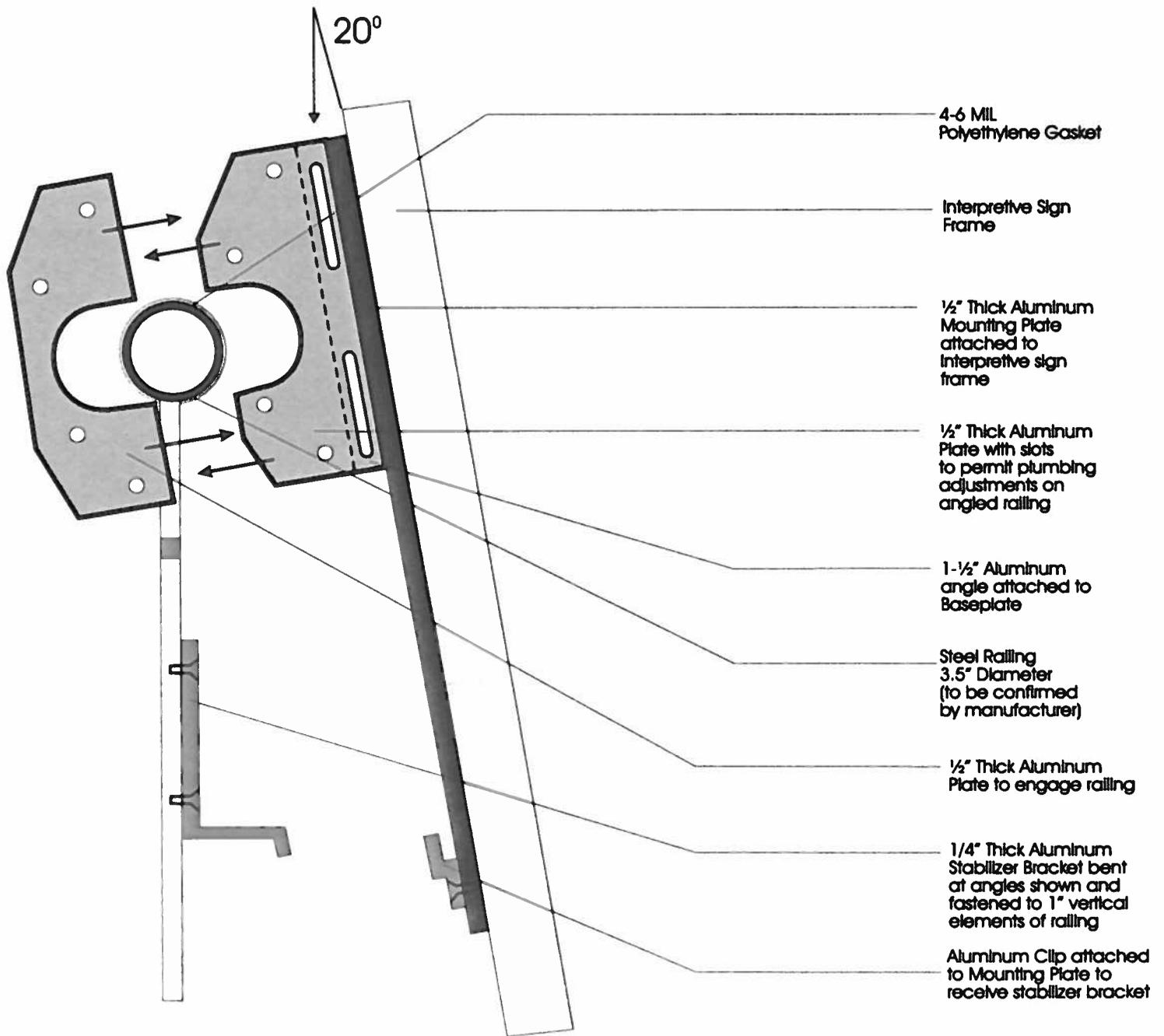
G-2 Interpretive - Free-Standing (Small)	
Genesee Riverway Trail Signage	G2



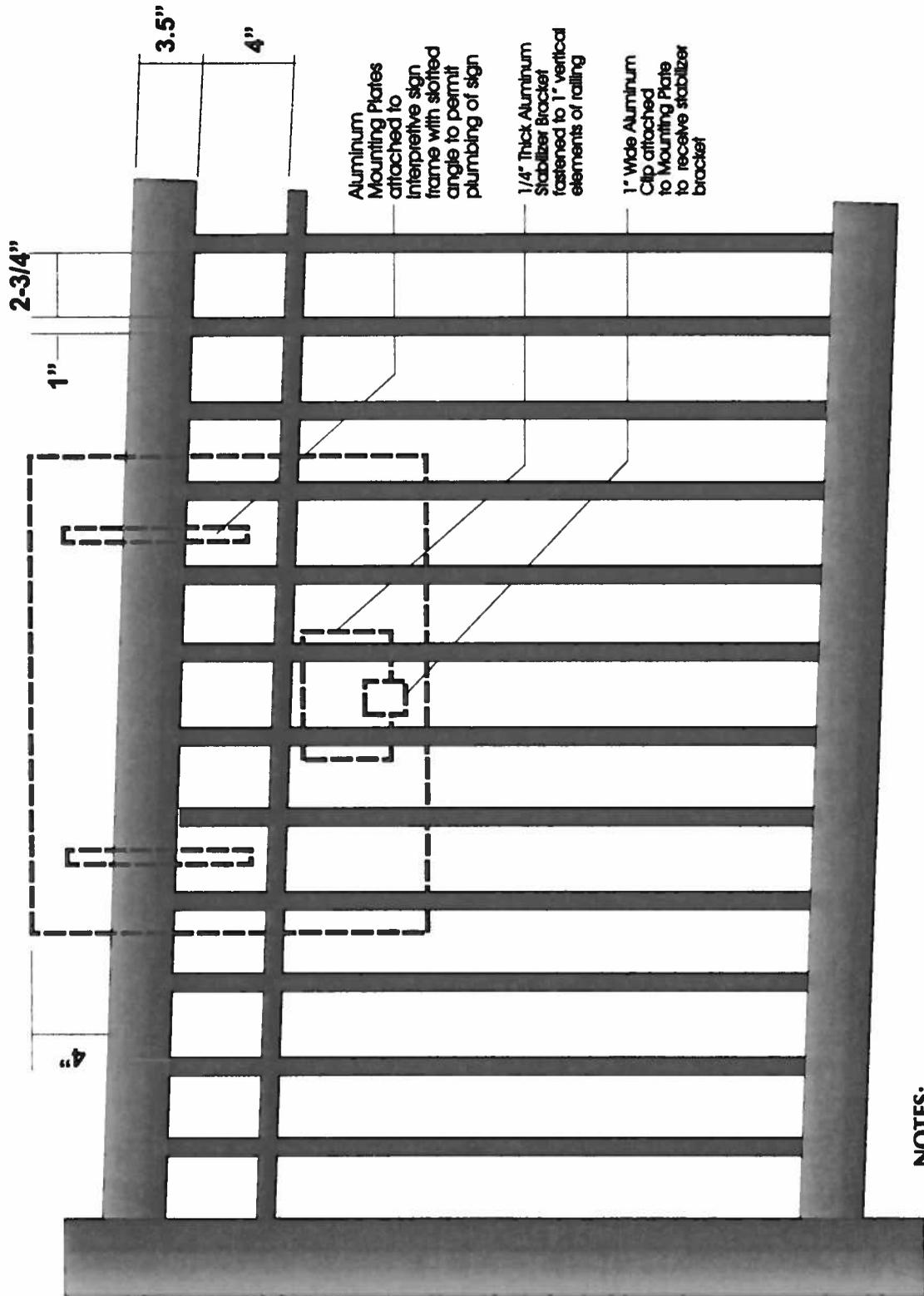
NOTES:

1. Materials and fabrication of sign box shall be same as Type G-1.
2. Visible face of graphic panel to be 24" by 36".
3. Frame and all visible brackets and hardware to be painted to match PMS 343.
4. Panel art to be furnished by owner.

G-3 Interpretive - Rail-Mount	
Genesee Riverway Trail Signage	G3-1



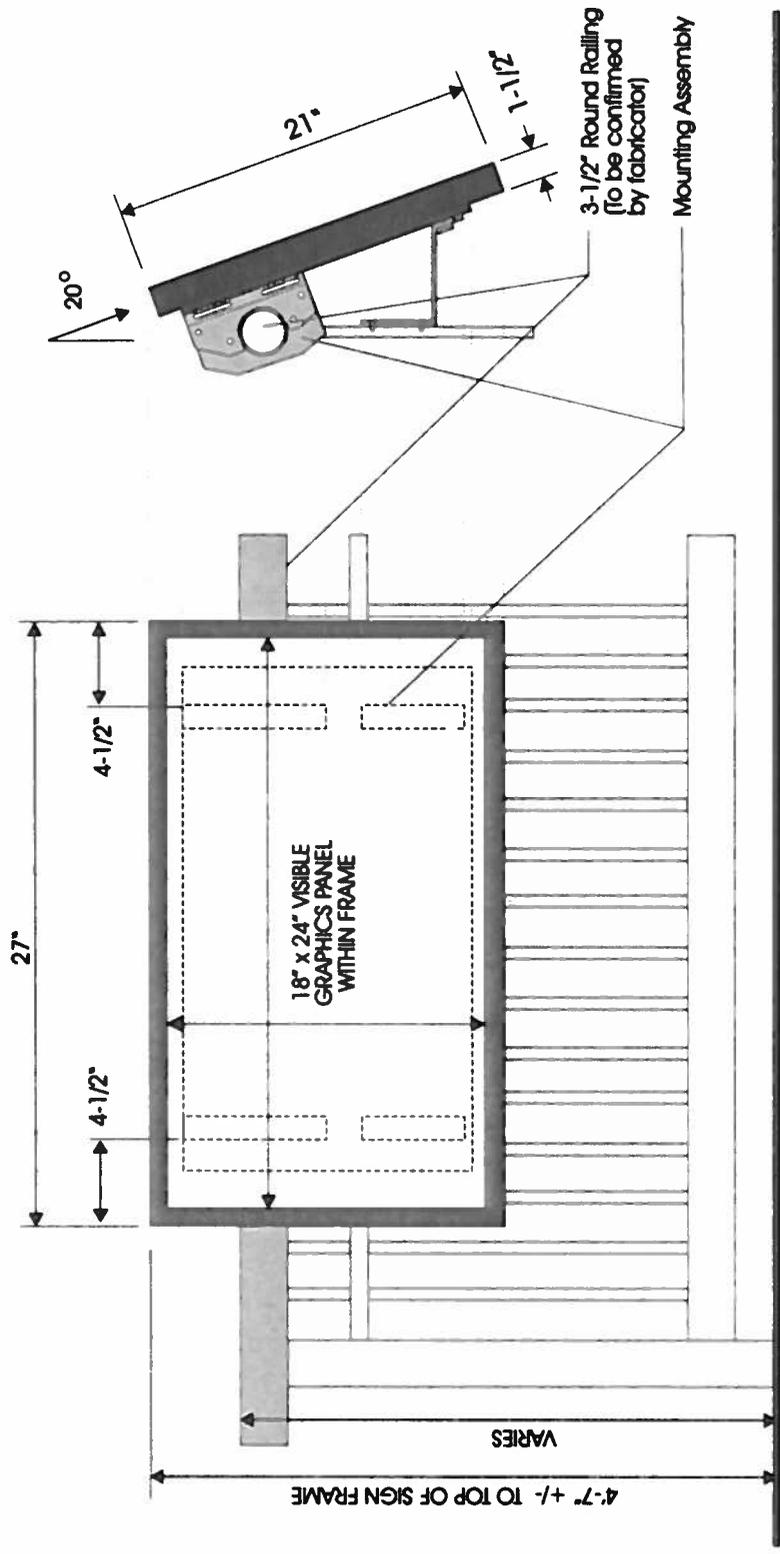
G-3 Mounting Assembly	
Genesee Riverway Trail Signage	G3-2



NOTES:

1. Contractor shall confirm rail dimensions prior to fabrication.

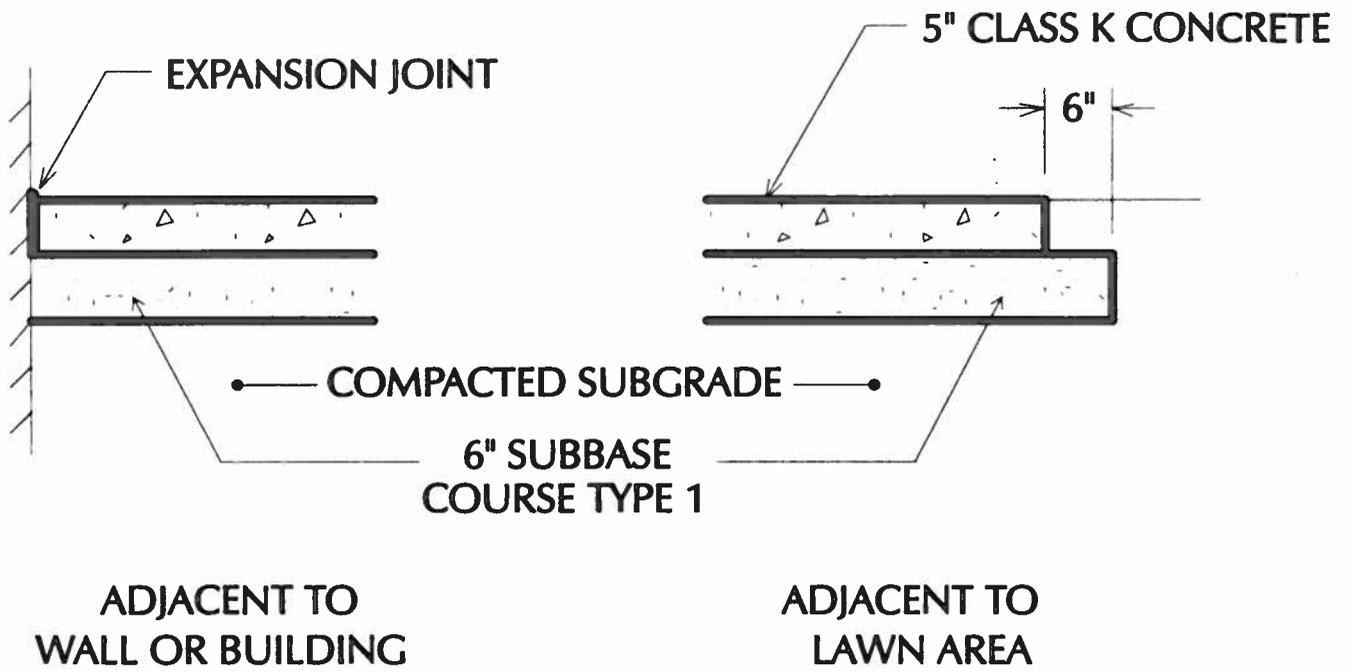
G-3 Mounting	
Genesee Riverway Trail Signage	G3-3



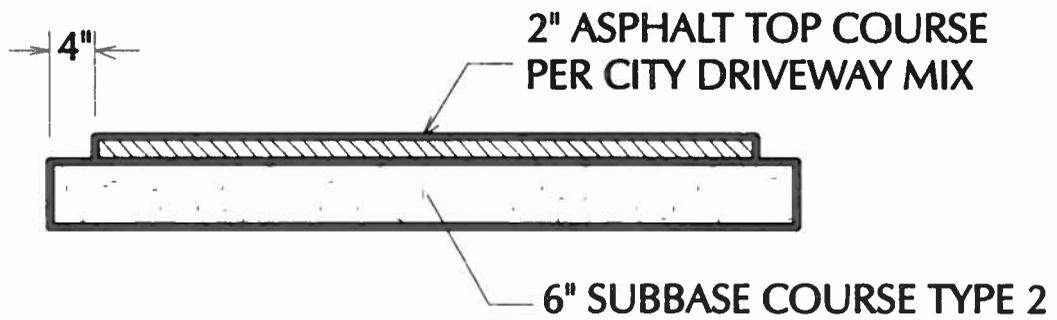
NOTES:

1. Materials and fabrication of sign box shall be same as Type G-3.
2. Visible face of graphic panel to be 18" by 24".
3. Frame and all visible brackets and hardware to be painted to match PMS 343.
4. Panel art to be furnished by owner.
5. Contractor to confirm railing dimensions prior to fabrication.

G-4 Interpretive - Rail-Mount (Small)	
Genesee Riverway Trail Signage	G4



**S608.14
CONCRETE PAVEMENT**



**S608.15
ASPHALT PAVEMENT**

S608 Concrete & Asphalt Pavement	
Genesee Riverway Trail Signage	S608

GENESEE RIVERWAY TRAIL SIGNAGE

APPENDIX "C"

**N.Y.S.
WAGE RATES**

Note:

**Wage rates apply only to the
installation portion of this contract.**

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

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

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

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

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

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

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

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

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

Schedule Year 2013 through 2014
Date Requested 06/05/2014
PRC# 2014005036

Location Various Locations
Project ID#
Project Type Genesee Riverway Trail Signage

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

GENESEE RIVERWAY TRAIL SIGNAGE

APPENDIX "D"

**SAMPLE
SIGNAGE SCHEDULE**

GENESEE RIVERWAY TRAIL SIGNAGE

NOTE:

This is a sample only and does not represent any signs being ordered under this contract. When signs are ordered a completed Sign Schedule will be submitted.

Genesee Riverway Trail
Exterior Signage Schedule
Date

Signage Categories

Category	Description	Details
A-1	Major Kiosk	
B-1	Minor Kiosk	
C-1	Vehicular Directional	
D-1	Trail Directional (small)	
D-2	Trail Directional (large)	
E-1	Hazard/Warning	
F-1	Trail Marker	
F-2	Trail Marker (flexible)	
F-3	Trail Marker (directional)	
G-1	Free Standing Interpretive	
G-2	Adjustable Mount Interpretive	

Key Number Code

The first two letters (**A1.SW.001**) of the Key Number are based on the above signage categories and tell you what type of sign is being referred to.

The second set of letters (**A1.SW.001**) refers to the quadrant of the City that the sign is or is to be installed in. The City is divided into 4 quadrants using the intersection of the Genesee River and Main Street as the epicenter. The four resulting quadrants are as follows SW, SE, NW and NE.

The final three dig (**A1.SW.001**) it number is the number unique to that sign and distinguishes it from other similar sign types in the same quadrant.

GENESEE RIVERWAY TRAIL SIGNAGE

Message Key

Sign Copy is shown in the Message column on the following pages. Information presented in parenthesis denotes sign elevation description or logo usage and does not indicate sign copy.

Key No.	Message	Remarks
A1.SW.XXX	(NE Elevation) (GRT Logo) Welcome to the GENESEE RIVERWAY (arrow left) Genesee Riverway Trail - East Bank University of Rochester (Arrow up) Greenway & Canal Trails Genesee Valley Park (3'-0" x 1'-0" GRT Citywide Map) (1'-0" x 1'-0" GRT Legend) (1'-0" x 1'-0" GRT Regional Trail Map) (1'-0" x 1'-0" Trail Description/ADA Information) (City of Rochester logo) City of Rochester (SW Elevation) (GRT Logo) Welcome to the GENESEE RIVERWAY (arrow up) Genesee Riverway Trail - North Center City (Arrow right) Genesee Riverway Trail - East Bank University of Rochester (2'-0" x 1'-0" GRT Loop Trail Map) (1'-0" x 1'-0" GRT Legend) (2'-0" x 1'-0" GRT Attractions and ADA) (1'-0" x 1'-0" Postcard Image) (City of Rochester logo) City of Rochester	

Location: At west bank landing of South River Corridor Bridge in paver area. Need to remove bench (City) prior to installation.

B1.SW.XXX	(N Elevation) (GRT Logo) Welcome to the	
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GENESEE RIVERWAY TRAIL SIGNAGE

GENESEE RIVERWAY

(Arrow up, left & right)

Genesee Riverway Trail

(arrow up & right)

(logo) Erie Canal Heritage Trail

(arrow right)

(logo) Genesee Valley Greenway Trail

(3'-0" x 1'-0" GRT Citywide Map)

(1'-0" x 1'-0" GRT Legend)

(1'-0" x 1'-0" GRT Regional Trail Map)

(1'-0" x 1'-0" Trail Description/ADA Information)

(City of Rochester logo)

City of Rochester

(S Elevation)

(GRT Logo)

Welcome to the

GENESEE RIVERWAY

(arrow left & right)

Genesee Riverway Trail

(arrow left)

(logo) Erie Canal Heritage Trail

(logo) Genesee Valley Greenway Trail

(2'-0" x 1'-0" GRT Loop Trail Map)

(1'-0" x 1'-0" GRT Legend)

(2'-0" x 1'-0" GRT Attractions and ADA)

(1'-0" x 1'-0" Postcard Image)

(City of Rochester logo)

City of Rochester

Location: At north end of Genesee Valley Park bridge northeast of Canal in NE quadrant of GRT & bridge intersection. Currently lawn area, needs to be paved.

D1.SW.XXX

(NE Elevation)

(GRT Logo)

(arrow up)

Genesee Riverway Trail - South

Genesee Valley Park

(logo) Greenway Trail

(logo) Canal Trail

(City of Rochester logo)

City of Rochester

(SW Elevation)

GENESEE RIVERWAY TRAIL SIGNAGE

(GRT Logo)
(arrow up-right)
Genesee Riverway Trail
Center City
Cornhill District
(City of Rochester logo)
City of Rochester

Location: SW of northbound trail divergence from Plymouth Avenue. To be located in treelawn.

E1.SW.XXX (SW Elevation)
(steep slope logo)
CAUTION STEEP GRADE 0.5 mi. AHEAD

Location: NE of northbound trail divergence from Plymouth Avenue, river side.

F1.SW.XXX (SW Elevation)

Location: In trail north of northbound trail divergence from Plymouth Avenue to replace two existing bollards.

F2.SW.001 (SE Elevation)
(GRT Logo)

Location: Midway between Elmwood Ave bridge and trail merge with Plymouth Ave, river side.

F3.SW.001 (SW Elevation)
(GRT Logo)
(Town & Gown Loop Arrow) arrow to point left
(10K Loop Arrow) arrow to point left
(River Bend Loop Arrow) arrow to point left

Location: At bend in river east of Plymouth at flats area, just north of trail stub to rail bridge. River side of trail.



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

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

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.

e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.

f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

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

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

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

such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization 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.