City of Rochester

Bureau of Purchasing
City Hall Room 105 A, 30 Church Street
Rochester, New York 14614-1290
www.cityofrochester.gov

September 8, 2015

ADDENDUM NO. 1

Invitation to Bid No. 427000

RE: GARAGE ATTENDANT & MAINTENANCE STAFFING FOR CITY PARKING FACILITIES

Instruction to Bidders:

1. **ADD Attached Prevailing Wage Schedule for Article 8, PRC # 2015009285, which applies when the contractor performs work that is covered by Article 8.**

2. **Potential bidders may submit written questions about the specifications to the Bureau of Purchasing, Roslyn Phillips at phillipr@cityofrochester.gov by 5:00 pm, September 11, 2015. Only written questions submitted by that time will be considered. Responses to the questions (if any) will be issued by an addendum to all bidders.**

3. **The bid opening date will CHANGE TO: TUESDAY, SEPTEMBER 29, 2015 AT 11:00 AM.**

SIGN the Addendum below acknowledging receipt and understanding, INSERT it in the bidding document, and RETURN it with your bid.

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DO NOT USE

CITY OF ROCHESTER

Charles Zettek, Jr.
Purchasing Agent

The undersigned bidder acknowledges receipt & understanding of Addendum No. 1.

_____,2015 _____

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

City of Rochester

Eric Kline, Project Assistant
30 Church St
Rm. 106-A
Rochester NY 14614-1281

Schedule Year 2015 through 2016
Date Requested 09/03/2015
PRC# 2015009285

Location City-Wide
Project ID#
Project Type Garage Attendant & Maintenance Staffing for City Parking Facilities

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 2015 through June 2016. 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.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

City of Rochester

Bureau of Purchasing
City Hall Room 105 A, 30 Church Street
Rochester, New York 14614-1290
www.cityofrochester.gov

September 21, 2015

ADDENDUM NO. 2

Invitation to Bid No. 427000

RE: GARAGE ATTENDANT & MAINTENANCE STAFFING FOR CITY PARKING FACILITIES

NON-OFFICIAL SPEC
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Instruction to Bidders:

1. **Delete Article 8 Wage Rates. All work required will be done under Article 9.**
2. **Replace pages 2, 3, 24 & 25 with pages 2A, 3A, 24A & 25A.**
3. **Add Attachments A-D.**
4. **The bid opening date will remain the same: TUESDAY, SEPTEMBER 29, 2015 AT 11:00 AM.**

SIGN the Addendum below acknowledging receipt and understanding, INSERT it in the bidding document, and RETURN it with your bid.

CITY OF ROCHESTER

Charles Zettek, Jr.
Purchasing Agent

The undersigned bidder acknowledges receipt & understanding of Addendum No. 1.

_____,2015 _____

three times (3x) the normal staffing levels. All revenues from a pay in advance event will be turned in to the City for reconciliation. All shortages will be reimbursed by parking contractor immediately.

2.1.5 Turn in weekly staffing and payroll reports to the City Parking Director or designee.

2.1.6 Provide documentation showing that all employees of the contractor will have completed a background check and drug testing and must possess and carry a valid photo I.D. acceptable to the City.

2.1.7 All staff must be able to read and understand instructions in English.

2.1.8 Staff should be trained in environmental and safety issues in compliance with City of Rochester Code.

2.1.9 Supply appropriate transportation for lead supervisors to travel between facilities

2.1.10 Appropriate staff to fill all scheduled garage requirements, see Appendix A.

2.1.11 All garage attendants must have training in providing quality customer service.

2.1.12 Provide MSDS sheets for each cleaning product used in the facility of each location.

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2.2 Routine Facility Maintenance Services: The Scope of Services includes, but is not limited to the following services; see attached SCHEDULE B for scheduled Garage Maintenance Services:

2.2.1 Clear debris from garage drains.

2.2.2 Secure broken glass.

2.2.3 Adjust curb stops that have been moved.

2.2.4 Cleaning of garage restrooms including washing, emptying and disinfecting of receptacles

2.2.5 Clean up vehicle spills

2.2.6 Clean parking decks of debris including sweeping and removal of gum, tar, etc.

2.2.7 Clean parking decks of debris including sweeping and removal of gum, tar, etc.

2.2.8 Cleaning of stairways, elevators and lobby areas, garage railings, bike lockers and maintenance rooms, etc.

2.2.9 Cleaning of garage offices, booths, light fixtures, revenue control equipment.

2.2.10 Vacuum floor/ rugs.

2.2.11 Ensure elevators are operating properly, if not contact City's Parking office when elevator is not working.

2.2.12 Notify Parking Bureau staff of issues that need to be addressed by outside contractors.

2.2.13 Snow removal from sidewalks, interior & exterior walkways and entry ramps & hand-spreading of de-icer in selected areas.

2.2.14 Minor repairs, i.e. light bulbs, etc.

2.2.15 Replace non-operational garage light bulbs.

2.2.16 Hose down of entry/exit ramps as needed.

2.2.17 Exterior cleaning of area within 10ft of garage.

2.2.18 Cleaning of doors, glass windows, signage, interior walkways and traffic control equipment.

2.2.19 Landscape work and light mowing as needed.

2.2.20 Power sweep garage and surface lots.
Wash-down and High Pressure wash the garages.

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CLEANING			
6)	Clean doors, casings, railings, counters and door hardware	X	Daily
7)	Clean plastic, metal and illuminated signs	X	Bi-weekly
8)	Vacuum floors, wipe cabinets and all surfaces of maintenance rooms	X	Weekly
9)	Clean window grilles	X	Weekly
10)	Dust walls in stairwells and wet-vac any standing pools of water in stairwells	X	Weekly–dusting As needed - wet vac.
11)	Empty and clean waste receptacles,	X	Daily. Wash monthly.
12)	Remove all litter and debris from interior and exterior of garage	X	Daily
13)	Sweep & vacuum sidewalks and stairwells, offices and elevators mats within garage.	X	Daily
14)	Dust and wash exterior of cashier booths, revenue control equipment, bike lockers, garage & office equipment	X	Daily–dusting. Weekly - washing
15)	Clean bathrooms (clean faucets, sinks and toilets)	X	Daily
16)	Clean graffiti off of all surfaces	X	Daily

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ELEVATORS			
1)	Wash floors, walls and clean tracks	X	Daily
2)	Dust and wash light covers	X	Weekly
3)	Polish stainless steel doors	X	Daily
LIGHTING			
1)	Replace light bulbs	X	Within 24 Hrs.
2)	Secure damaged light fixture, lens covers and conduit	X	Immediately if needed for safety, otherwise within 24 hours
SNOW AND ICE REMOVAL			
1)	All decks, stairwells, Revenue Control Equipment and elevator openings where snow accumulates must be kept free of ice and snow. No more than 1" accumulation of snow permitted. No salt is permitted inside the garage. Only City supplied de-icer may be used within the garage.	X	Snow to be removed when 1" has accumulated or upon notice by the City. The City reserves the right to modify this requirement.
2)	Sidewalks from building to curb for all sides of the garage on the public right-of-way to be cleared and kept free of ice and snow. No more than 1" accumulation of snow permitted. City supplied de-icer may be used by the contractor outside the garage, subject to approval by the City, or salt provided by the contractor. However, salt may not be used inside the garage.	X	Snow to be removed when 1" has accumulated or upon notice by the City. The City reserves the right to modify this requirement.

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ATTACHMENT A
QUESTIONS AND ANSWERS

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ADDENDUM ATTACHMENT "A"

QUESTIONS AND ANSWERS. These questions were submitted by potential bidders in accordance with Addendum #1. The City's responses to these questions are provided below each question. The questions and answers are hereby incorporated into the bid documents.

Q1. Please provide us with each ramp garage's 2014 Gross Revenues.
A1. Court Street: $1,193,259
Crossroads: $855,625
High Falls: $815,981
Midtown: $203,256
Mortimer: $159,274
Sister Cities: $1,317,751
Washington: $1,113,566
East End: $967,621

Q2. Please provide us with the 2014 and 2015 City special events calendar.
A2. http://www.cityofrochester.gov/search-template.aspx?id=75
http://www.rpo.org/concerts_cal.php
http://www.amerks.com/schedule.asp?season=2014-15&type=regular
http://www.gevatheatre.org/calendar/

Q3. Please provide us with a list of cleaning and snow removal equipment, supplies, tools and all other items the City will provide to maintain and operate the garages and lots.
A3. Cleaning: no cleaning equipment or supplies.
Snow Removal: Shovels, snow blowers, de-ice product spreader, ice breaker, ice melt product.

Q4. Please provide a copy of the current contract.
A4. See ATTACHMENT 'B & C'

Q5. Please provide a copy of the new contract.
A5. The specification will become the contract

Q6. Please provide an overhead map detailing each garage's: sidewalk snow removal area, driveways and landscape areas that are required to be maintained.
A6. See ATTACHMENT 'D' pictures. Sidewalks from building to curb for all sides of the garage on the public right-of-way to be cleared and kept free of ice and snow. No more than 1" accumulation of snow permitted. City supplied de-icer may be used by the contractor outside the garage, subject to approval by the City, or salt provided by the contractor. However, salt may not be used inside the garage.

Q7. Will the City require more than one bid document submittal?
A7. Yes, (2) Two

Q8. Is the bid a public opening? If so, may we attend?
Q8. Yes

Q9. Will the City pay the "Monthly Cost" on the 1st of the then current month? If not, what are the City's "Monthly Cost" payment terms (Net 10, Net 30, etc).
A9. Standard City practice is to pay invoices within thirty days if it is approved for payment by the department and the Department of Finance. Approved for payment means that all work/services billed have been completed per terms of the contract, and all required submissions received and correct, such as certified payrolls for the time period being billed. If different terms are required by a bidder they must be noted in the bid as an exception

Q10. Please differentiate by employee classification and task those operations that the employees are to be paid under the prevailing wage Article 8 and under Article 9.
A10. All employees to be paid under prevailing wage Article 9. Work that had previously been identified in the specification that required payment of Article 8 wages has been removed by Addendum 2.

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Q11. Who is responsible for maintaining the garage roofs during the winter months (snow plowing, snow removal, de-icing, etc.).
A11. Garage Roofs during winter months are not plowed under terms of this contract, but the doorways to stairs and elevators will be cleared of snow and ice with shovel or broom, and de-ice product supplied by the City will be applied by the contractor as part of the contract.

Q12. Please provide the current calendar schedule for the deck flushing and pressure washing.
A12. May-October, no set schedule or dates.

Q13. Is the flushing of the deck beyond the normal maintenance hours? If so, should we be increasing our bid by the cost to perform that function.
A13. After business hours. Bidder is responsible for cost analysis.

Q14. Will the flush down hours be considered Article 8 or Article 9?
A14. Article 9.

Q15. Can you be more specific as to the number of staff necessary for special events and as to which garage they are assigned?
A15. Each Garage, when used during a special event, will require at least one attendant at each entrance to collect payment-on-entry parking fees, and at least one supervisor to manage the event parking operation.

Q16. Please provide us with a list of the current approved supplies utilized by the maintenance company and the parking operator .
A16. Maintenance products: Spraypak Stainless Steel Cleaner, Spray disinfectant, glass cleaner, foam cleaner, Spartan Chemical disinfectant bathroom cleaner, regular Ajax.

Q17. Who provides the first aid kits?
A17. The City

Q18. Does the City have Fiber or Ethernet Connection that the contractor can utilize?
A18. No.

Q19. Do all the Garages we are bidding on have ample supply and pressure of water for the wash down operation?
A19. All garages have operational wash-down systems. East End garage wash down system water line is small than the other garage systems. EEG has 1inch water pipes, all other garages have 2 inch water pipes.

Q20. Do all the floor drains function properly to drain off all the water from a wash down? If not, what is expected of us to eliminate the water?
A20. All garage floor drains are functional, there may be one (1) or two (2) at each garage that drains slow but they are functional.

Q21. What is the best time of day/night to do the wash down and power wash?
A21. After business hours or weekends

Q22. Section 2.1.5 – Turn in weekly staffing and payroll reports to the City Parking Director or designee. Our assumption is that such a requirement enables the City to verify employee pay rates and hours worked, however, given the lump sum nature of the proposal is it really essential to get this information weekly or can monthly reporting suffice?
A22. Monthly will suffice

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Q23. Sections 2.2.2 and 2.2.3 - Please stipulate how much of an area and how often of "garage walls, curbs, rooms, doors and equipment" will the Operator be responsible for painting. An "as necessary" mandate is quite ambiguous and even subjective and could be difficult to budget with any accuracy, especially over such an extended term. Can this be defined more specifically such as "garage walls, rooms, doors and equipment as needed to maintain, but at a cost not to exceed $_____ per annum"? "Curbs and parking stall striping to be performed annually".

A23. Painting was taken out of the BID, the City will be responsible for painting.

Q24 Section 2.2.9 – The removal of gum, tar etc. from parking decks should be a "best effort" as opposed to a mandate that could result in performance fines. It is unfair to be held accountable for people's inconsiderate behaviors or other such things outside of our immediate control.

A24. Best effort is acceptable.

Q25. Section 2.2.19 – Please confirm that the City will supply light bulbs. Please confirm that the City will contract and perform all ballast and/or fixture and globe replacements as necessary. Please confirm the City is responsible to maintain and replace all light bulbs above the height of 8 feet as expressed during the walk through/tour?

A25. The City will be responsible for supplying light bulbs. Any light fixtures that cannot be reached by the 8 feet ladder, will be the City's responsibility. Most of the light fixtures that cannot be reached are on the ground level of the garages (High Falls Garage, Court Street garage).

Q26. Section 2.3.7 – Please confirm or deny the expectation that Garage Attendants/CSR's are not required to receive a prevailing wage rate or a City living wage rate except for those specific times in their work day when they may be performing janitorial related tasks or physical maintenance tasks such as snow shoveling and de-icing.

A26. The Living Wage Ordinance excludes contracts awarded through the competitive bid process. All (garage attendants and maintenance) staff/workers will be paid the Prevailing Wage rate only where Article 9 applies.

Q27. Section 4.7 – Please confirm that the City will provide all necessary de-icing supplies, compounds and materials (i.e. sodium chloride, calcium chloride, magnesium, calcium magnesium acetate or other where applicable); snow blowers; salt spreaders; shovels, etc.

A27. Yes, the City will provide snow blowers, de-ice spreaders, de-icing agents for each garage.

Q28. Section 16.3 - "Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Contract Administrator". In as much as the Department of Labor mandates meal breaks for employee working in excess of six (6) hours, what is the purpose of this requirement? How much advance notice is required and who would be the "Contract Administrator"?

A28. The City wants the schedule of when each position/employee is on duty and off duty. 24 hour advanced notice of any changes to position / employee breaks, must be provided to the Parking Compliance Monitors.

Q29. Article B. Continuous Inspections Section 1. Response time to exiting garage – Other than Operator failure to properly staff a cashiered exit lane, how will it be determined if exiting is exceeding a maximum time? Will extenuating circumstances be taken into consideration such as street construction, exiting volumes causing congestion (events), equipment failures, etc.?

A29. In practice/fairness, exiting the garage should take 15 minutes or less, unless extenuating circumstances. The Parking Compliance Monitor will determine the exit standards per case.

Q30. Article B. Continuous Inspections Section 2. Trash collection – Will dumpsters be provided in each of the parking facilities? Will the City or the Operator pay for the dumpster services? Will there be specifications provided regarding the size and location of the dumpsters?

A30. The City will provide trash totes for each garage and pay for the service.

Q31. Schedule B – Garage Maintenance Schedule – Cleaning – Bi-weekly power sweeping, especially in very large facilities seems excessive, would you consider a monthly power sweeping as a minimum? Three deck flushes in combination with two annual pressure washes seems excessive. Would you re-consider permitting two deck flushes – early Spring and late Fall?

A31. No. As is.

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Q32. Schedule C–Garage Attendant Services Item 17.–Provide monthly parkers with parking pass/tags. Will the Operator be selling monthly parking, or is this merely taking the pass/tag sold by the City and transporting it to the patron? Please clarify.

A32. The City will provide the pass/tags. The garage attendant/s just have to hand the customer the pass/tags when asked.

Q33. Appendix A–The Midtown staffing hours don't add up to the 304 hours shown, please clarify.

A33. It does add up to 304 hours for Midtown. 12 hour days x 5 days = 60 hours plus 8 hours on Saturday and 8 hours on Sunday = 76 hours x 4 weeks = 304 hours.

Q34. Appendix A - There are no labor hours allocated for maintenance at the Franklin Street Lot or the Wadsworth Lot. What are the maintenance requirements at these two locations?

A34. The maintenance person at Washington Square garage will be responsible for Wadsworth lot and the Mortimer Street garage maintenance person will be responsible for Franklin Street lot. The requirement will be to keep the lot clean and free of debris.

Q35. The current contract requires prevailing wage rates for all garage attendants performing work in the City Parking Facilities. This was not referenced and/or identified in this Invitation to Bid? Please confirm as to the mandate of prevailing wage(s) and what those will be based upon Invitation to Bid?

A35. Article 8 work has been removed from the Bid. We will be using Article 9 for prevailing wage rates for services. Article 9 is in the Bid document.

Q36. The Current contract is a man-hour billable rate for all services. This Invitation to Bid is requesting a "lump sum" Monthly Cost?? Please confirm the requirement as detailed on page 27? This lump sum requirement seems to contradict Item 8. Cost Detail?

A36. On Page 27 is the breakdown by facility by monthly and yearly cost.
On Page 28 Total Bid Price of all locations for the year.
Item 8 should state the following: Hourly rate for Special Events only.

Q37. Section 3.1 City's Rights–Please specify the penalties to be imposed for unsatisfactory performance?

A37. Liquidated damages for failed inspection/s and staffing requirements.

Q38. Section 12.1 Method of Award. States the "award will be made to the lowest responsible bidder that meets or exceeds the specifications, by TOTAL BID PRICE? Please clarify TOTAL BID PRICE? If one bidder submits a staffing schedule as stated in section 7 different from another TOTAL BID PRICE will not be a true comparison??

A38. Total Bid Price is on Page 28. See Page 28.

Q39 Section 13.1 Safety Precautions. This section appears to contradict Section 2.1.7? Section 13.1 refers to the allowance of personnel "not literate in English" and Section 2.1.7 requires "all staff must be able to read and understand instructions in English? Please confirm mandate and/or acceptance?

A39. All garage staff personnel will be required to read and speak English.

Q40. Schedule A - PERFORMANCE STANDARDS. Second paragraph fourth line states "The liquidated damages will be $250 for the first incident". Please confirm and define incident? Is it failed inspection or items/incidents on the inspection?

Q40. A failed inspection = $250.00. Each additional failed inspection will be an additional $250.00.

Q41. Section 18.3 Prevailing Wage Rates. This requirement of the bidder puts both the bidder and the City at risk. Will the City amend the language to allow for the proportionate increase in the contract price for any such increases in the prevailing wage or state or federal minimum wage?

A41. No we will not. Increases need to be factored in.

Q42. Section 7 Staffing. 7.1 requests proposed staffing, while Appendix A details Staffing Hours by location, day, time, and position? Please clarify the request of the "proposed staffing"?

A42. Appendix A is the base staffing requirement. Confirm your ability to staff at that level plus any additional staffing as required to meet the requirements specified.

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ATTACHMENT "B"

CLEANING CONTRACT

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City of Rochester
Department of Finance
City Hall Room 105A, 30 Church Street
Rochester, New York 14614-1281
www.cityofrochester.gov

Acme Laundry - Inc.
PRINTED NAME OF BIDDER

ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

Invitation to Bid No. 400980 Addendum Issued: November 12, 2013

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

BID OPENING: Monday, November 25, 2013 at 11:00 a.m.

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

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.

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

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: SEE SECTION 20

Performance Security Requirement: SEE SECTION 20

Insurance Requirement: YES, SEE SECTION 18

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

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

City of Rochester
Department of Finance
City Hall Room 105A, 30 Church Street
Rochester, New York 14614-1281
www.cityofrochester.gov

November 12, 2013

ADDENDUM NO. 1

Invitation to Bid No. 400980

RE: ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

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Instruction to Bidders:

1. **REPLACE PAGES 1-26 WITH PAGES 1A-26A**
2. **The bid opening date will be changed to November 25, 2013.**

SIGN the Addendum below acknowledging receipt and understanding, INSERT it in the bidding document, and RETURN it with your bid.

CITY OF ROCHESTER

Charles Zettek, Jr.
Purchasing Agent

The undersigned bidder acknowledges receipt & understanding of Addendum No. 1.

11/24 ,2013 _____

ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

1. SCOPE

1.1 The intent of this Invitation to Bid is to obtain the services of a qualified contractor to provide routine cleaning at the following locations ("parking facilities") in The City of Rochester:
East End Garage – 475 East Main Street
Midtown Underground Garage – 110 Clinton Ave. South Level A only
Midtown Underground Garage – 110 Clinton Ave. South as of 4/14 Levels B&C
Mortimer Street Garage – 83 Mortimer Street
Washington Square Garage – 111 Woodbury Blvd.
Court Street Garage – 194 Court Street
Sister Cities Garage – 28 N. Fitzhugh Street
Genesee Crossroads Garage – 69 Andrews Street
High Falls Garage – 240 State Street
Wadsworth Lot - Corner of Wadsworth and Marshall

1.2 Direct all inquiries to Laura Miller at (585) 428-6730.

2. CONTRACT TERM

2.1 The contract resulting from this bid invitation shall commence on January 6, 2014 and end on May 31, 2014.

2.2 The contract may be extended for up to three (3) years, in one year or less increments, under the same prices, terms and conditions upon mutual agreement of the contracting parties.

3. TERMINATION OF CONTRACT

3.1 TERMINATION FOR CONVENIENCE OF CITY

This contract may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the contractor. The City shall provide written notification at least thirty (30) days prior to the termination date, except in an emergency situation or as a result of default of the contract. The City will pay for all work performed in conformance with this contract up to the point of termination. The City will not be liable for any other costs incurred by the contractor as a result of such termination.

3.2 TERMINATION FOR FAILURE TO PERFORM

3.2.1 The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time, in part, if the contractor fails to perform the services herein, in particular meeting the performance measures stated in Appendix A and Appendix B of this document and contract, and fails to cure diligently such failure within a

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period of 24 hours (or such longer period as the City may allow) after delivery by the City of a notice specifying the failure to perform.

3.2.2 If this contractor fails to provide the services required, the City may take over the work and services and proceed against the Performance Bond to insure that the work is completed at no additional costs to the City.

4. BIDDER'S QUALIFICATIONS

Bidders must provide documentation with their bid to demonstrate that they are qualified to perform the work specified herein. Such documentation shall include, at a minimum:

4.1. Bidders must demonstrate they have been in business providing similar services for at least the last three (3) years for operations that are similar in size and scope to the service specified in this contract.

4.2.. Bidders shall provide, at a minimum, three (3) references of current work being performed that is comparable to the services specified in this contract

4.3. Subsequent to this bid, The City may request financial information from the bidder to show proof of a positive balance sheet and profitable business operations for at least two (2) of the last three (3) years. Financial information will be treated as confidential upon request of the bidder.

4.4 The City reserves the right to reject any bidder who is not able to demonstrate that they have sufficient staff, equipment, experience and financial resources to perform the services specified in this contract.

5. CONTRACT PERFORMANCE REQUIREMENTS

5.1 It is the intention of this Invitation for Bid to obtain a Custodial Maintenance Program for the parking facilities from a qualified Contractor. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

5.2 The contractor is required to perform, at a minimum, the services specifically identified in Appendix A and on the performance evaluation forms that will be used by the City, a current example of which is provided in Appendix B. Failure to provide any or all of these services as specified to the satisfaction of the City may result in default of this contract.

5.3 The ultimate responsibility of the Contractor is to provide facilities that are uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the City and the Contractor.

5.4 Staff should be trained in environmental and safety issues in compliance with City of Rochester Code.

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ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

5.5 The City intends that the custodial services specified herein shall be provided between the hours of 7 p.m. and 7 a.m., to minimize disruption with vehicles using the garages and lots. The contractor must provide a proposed schedule of when the crews will be cleaning, and receive approval from the City prior to scheduling the work. The contractor agrees to only clean in accordance with the schedule approved by the City.

5.6 In addition to the cleaning crews during the night, the contractor must provide one custodian between the hours of 8 a.m. and 12:00 p.m. daily to sweep through all properties covered in the contract to remove litter and do any remedial custodial work identified during the sweep. The cost of this service must be included in the monthly price bid.

5.7 The contractor must provide custodial service every Monday night through Friday night, year-round as part of the flat monthly price bid, except for six (6) holidays to be designated by the City where custodial service will not be required.

5.8 The flat monthly price bid shall also include custodial service on weekend (Saturday and/or Sunday nights) and holiday nights upon prior request of the City. The flat monthly price bid must include the cost of providing this service for up to (sixty) 60 weekend/holiday nights over the course of the twelve month contract at no additional charge to the City. If the contractor is required to work more than sixty (60) weekend/holiday nights during the contract, the City will negotiate any additional costs.

5.9 The contractor must pay employees wages and benefits as required by the current prevailing wage rate schedule. The City will only pay the flat monthly price bid, regardless of whether or not the contractor has to pay overtime, holiday pay, etc. It is solely the contractor's responsibility to manage and schedule staffing to keep the contractor's costs as low as possible consistent with the prevailing wage rate schedule requirements.

5.10 The City reserves the right to add or delete similar locations specified in the Contract as requirements change during the course of the contract. Prices for locations to be added to/deleted from the contract will be mutually agreed to by the City and the contractor. A contract amendment will be issued for each addition/deletion. Failure to reach a mutually agreed contract price revision shall be cause for this contract to be terminated at a schedule to be determined by the City.

5.7 The City reserves the right to add or delete services/items similar to those shown on the evaluation sheets that the contractor will be expected to perform at some or all locations. Minor additions or deletions will be performed at no additional cost to the City. If substantial changes are requested, revised prices may be negotiated, and the contract amended. Failure to reach a mutually agreed contract price revision shall be cause for this contract to be terminated at a schedule to be determined by the City.

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ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

6. SUPPLIES

The Contractor shall furnish all supplies necessary for the work required under this bid.

A. All necessary cleaning supplies

B. It is also necessary that adequate "wet floor" signage be available for each location for easy access and use.

C. No supplies shall be used which the City or the manufacturer of the product determines to be harmful to the surfaces to which they are to be applied, or to any other part of the buildings, their occupants, contents, or equipment. ***The Bidder shall include a "Supply List" (noted in Appendix D) showing the brand names and estimated quantities necessary for the performance of the Contract. Failure to complete this list may be a basis for rejection of the Bid.*** The City may require samples of the products offered. The successful bidder shall supply a Product Brochure and the Material Safety Data Sheets (MSDS) within ten (10) days after the award of the Contract. Submission of this list is MANDATORY.

7. CONTRACTOR REQUIREMENTS

7.1 Ensure that an area supervisor is present within one of the garages to supervise all designated locations, at all times that staff is present

7.2 Provide uniforms and nametags with photo ID containing company name and position. This will include uniforms for all seasons.

7.3 Turn in weekly staffing and certified payroll reports to the City Parking Director or designee.

7.4 Supply appropriate transportation for the area supervisors to travel between facilities.

7.5 All staff must be able to read and understand instructions in English.

7.6 Cleaning equipment and materials must not cause damage to the facilities, membranes, deck coatings, etc.

7.7 Contractor to provide ALL supplies and equipment.

8. OSHA GUIDLINE COMPLIANCE:

8.1. MATERIAL SAFETY DATA SHEETS - The Contractor shall furnish to the Contract Administrator copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the Facilities and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Facilities, a copy of that product's MSDS

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must be provided to the Contract Administrator, prior to the product being used in the Facilities.

The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

8.2. LABELING OF HAZARDOUS MATERIALS - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.

8.3. CAUTION SIGNS - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs shall be on-site on commencement of Contract.

8.4. OSHA GUIDELINES OF BLOOD PATHOGENS - Contractor shall comply with the OSHA Standard 29CFR1910.1030, Blood Borne Pathogens, as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this Contract.

8.5 Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the City to immediately terminate this Contract without liability.

8.6 The contractor must comply with all current applicable OSHA regulations during the contract term if there are changes and/or updates to Sections 8.1 through 8.4

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9. QUALITY ASSURANCE

9.1 The contractor shall provide all supervision, labor, equipment and cleaning supplies necessary to undertake the services identified herein. Contractor shall have a phone number where they can be immediately contacted during the hours of the contract.

9.2 All contractor employees must record their time, either electronically or on the cleaning Daily Report Log located at each facility in an area designated by the City. Failure to comply will result in non-payment for any hours not properly reported.

9.3 The Daily Log report shall also be signed and dated daily by the supervisor on duty and must contain the following information as a minimum:

- Discrepancies from the routine work scheduled, circumstances that may affect the performance of work, including unhealthy or hazardous conditions, and an explanation of the circumstances involved.

- Any malfunctioning equipment, plumbing and light fixtures

- All articles of personal or monetary value found by contractor employees and not belonging to any contractor employees. Said items shall be turned in to the Parking Director or designated City employee for that location no later than the beginning of the next day.

- Damage, vandalism, broken glass, graffiti, listed by description and location.

- Any and all problems and/or complaints of a minor nature, or similar isolated incidents, may be handled directly between the on-site supervisor and the designated City employee for each location. A summary of the incident and resolution shall be contained in the Daily Report Log.

- The requirement may be changed to maintain flexibility in quality assurance procedures that better fit the needs of the City.

10. CONTRACTOR'S EMPLOYEES:

10.1 If contractor's personnel are absent, sick or on vacation, the contractor shall supply approved replacement personnel. In the event approved replacement personnel are not provided, the City reserves the right to proceed against the additional performance security (Section 21).

10.2 Any contractor employees who may be assigned to the City's parking facilities under this Contract shall be used exclusively for that purpose during the hours when they are working in an area covered by this contract. In the event that other cleaning services, in addition to or separate from the services specified herein, are deemed necessary by the City's authorized designees, the contractor may be requested to perform the additional or special service. The contractor will be reimbursed by the City for the cleaning service on the basis of the hourly labor rate specified by the contractor plus the cost of materials needed for the additional cleaning services.

The contractor must give the City's authorized designee a cost estimate for the additional cleaning service PRIOR to starting any work. The City will only pay for the cleaning services authorized prior to the start of the work.

10.3 Contractor will be responsible for any damage caused by equipment or personnel.

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11. METHOD OF AWARD

11.1 Award will be made to the lowest responsible bidder that meets or exceeds the specifications, by TOTAL BID PRICE.

11.2 Bids will include a monthly per garage/lot amount, and a yearly (12 month) amount. Monthly unit prices shall be applied when the contract runs for more or less than a full 12 months.

11.3 Bidders must include with their bid completed information required in Appendices D, E and F.

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

12. SAFETY PRECAUTIONS:

12.1 The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Marking or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and City laws, ordinances, rules and regulations. Should Contractor's personnel not be literate in English, then the labels and instructions must also be in the language in which staff is literate and able to comprehend.

12.2 Slip Resistance:

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

12.3 Germicidal Properties:

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

13. EQUIPMENT

13.1. All necessary cleaning equipment needed for the performance of the work of this Contract shall be furnished by the bidder. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the Facilities or their contents. **All equipment must be in good working condition at all times.** Any non-working equipment shall be replaced/repaired within twenty-four (24) hours. The bidder shall include an "Equipment List" (Attachment E), of the manufacturer and amount of equipment that they have available for use under the Contract. ***FAILURE TO COMPLETE***

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THIS LIST MAY BE A BASIS FOR REJECTION OF THE BID AS NON-RESPONSIVE.

13.2. Electrical power, 110 volts, will be furnished by the City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

14. MANDATORY QUALIFICATIONS FOR CONTRACTOR PERSONNEL:

14.1 The Facilities shall be fully staffed on the first day of work under the Contract. All personnel shall receive close and continuing first-line supervision by the Contractor.

14.2 Custodians shall be employees of the Contractor; day laborers are not acceptable.

14.3 Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. *The bidder shall provide sufficient documentation with their bid to demonstrate that adequate training has been provided. Bidder shall submit statement outlining their training program and method of verifying employee competency. Failure to do so may be cause for rejection of the bid.* The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract. Emphasis should be placed on Handling Hazardous Materials (proper clean up of blood and body fluids) as stated in Section 5.5D.

14.4. The Contractor shall obtain criminal background checks at its expense on all custodial personnel at the start of this Contract or upon employment, and at least once per year thereafter. The Contractor shall provide documentation to the City illustrating that the nationwide background checks have been successfully completed. The Contractor shall inform the Contract Administrator by certified mail of any criminal convictions of any type for custodial personnel within five (5) days of obtaining the information. Within thirty (30) days of the Contract renewal period, Contractor must provide verification of having run background checks as per Contract on all current personnel and remit a statement of such verification with a current personnel list attached.

14.5 Contractor shall supply the Contract Administrator with a list of all employees that will perform work at the facilities at least 48 hours in advance of beginning work under the Contract. A copy of a driver's license containing a photo ID or other valid photo ID, along with the criminal background checks, must be submitted to the Contract Administrator no less than twenty-four (24) hours prior to the employee beginning work. In addition, employees shall be adequately trained prior to starting work.

14.6. The City reserves the right to require immediate removal of any employee from City service whom it deems unfit for service for any reason not contrary to law.

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This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract.

15. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS:

15.1 All employees shall wear uniforms that bear company name/logo. Uniforms shall be approved by the City Contract Administrator and shall not be exceptionally dirty, stained, or torn.

15.2 Identification badges shall be furnished by the Contractor and worn by all Contractors' employees while on City premises. The badges shall have the employee's picture, name, and signature.

15.3 Access to the Facilities shall be as directed by the City Contract Administrator or his/her representative. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Contract Administrator or his/her authorized representative. Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Contract Administrator. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized City representative. All doors shall remain locked and no doors shall be propped open at any time.

15.4 At no time shall Contractor allow family members, friends, etc. to be on the grounds or parking lot facility during working hours, other than to pick up or drop off an employee.

15.5 The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, files, or to use office equipment, including use of non-pay telephones for any purpose other than a local emergency call.

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

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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 payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.

16.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

16.2 ANTI-KICKBACK RULES

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

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16.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

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

17. PREVAILING WAGE RATES – ARTICLE 9

17.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule 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. The current prevailing wage rate is provided in Appendix C.

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

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 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.

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. INSURANCE

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

18.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or cancelled until ten days' written notice has been given to the City Purchasing Agent.

18.3 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.

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ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

18.4 The kinds and amounts of insurance are as follows:

18.4.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

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

A. Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

B. Disability Insurance

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

18.4.2 PROPERTY AND CASUALTY INSURANCE

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:

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

19. BONDS

19.1 BID BOND

A bid bond in an amount of $2,500 shall be furnished with each bid. An acceptable bid bond can be cash, a certified check, a letter of credit or a Bid Bond signed by a bonding company authorized to do business in New York State.

19.2 PERFORMANCE AND OTHER BONDS

19.2.1 The contractor must furnish two executed surety company bonds, each in the amount of 50% of the total bid price.

A. A Performance Bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.

B. A Labor and Material Payment Bond shall be furnished as security for the claims of laborers and material suppliers.

C. Both bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing Agent within ten (10) days of notification that his bid was accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

19.2.2 Alternate Security

A. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements. Submittal of checks, or checks that are not certified, will result in bid rejection.

B. In the event the contractor submits cash or a cash instrument as alternate security, the City will accept $50,000 as satisfying both Performance and Payment security requirements.

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

20. ADDITIONAL CASH PERFORMANCE SECURITY

The Contractor shall provide an additional performance security in the amount of $500.00 in the form of cash or certified check within five (5) days of award of contract.

20.1 This additional performance security will be used to defray costs incurred by the City if the Contractor does not supply the services needed and the City has to hire other cleaners, or assign City staff in place of the contractor's employees on a temporary basis.

20.2 This additional performance security may also be used in the event the contractor fails to pass the monthly inspections outlined in Appendix B, Form A1 or the inspection report as modified by the City. The City reserves the right to withdraw as liquidated damages a minimum of $50 from the additional cash performance security if the contractor fails a re-inspection after an initial inspection that fails.

20.3 Upon notification that the City has withdrawn funds from the cash performance security, the contractor must provide additional funds to the City to replenish the amount to $500.00 within five (5) days.

20.4 Repeated instances of the City having to impose liquidated damages will result in default of the contract.

20.5 The balance left in the additional cash performance security will be returned to the contractor at the end of the contract.

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21. NON-DISCRIMINATION

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

21.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;

21.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;

21.3 That this contract may be cancelled 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.

ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

22. **HOLD HARMLESS CLAUSE**

The Contractor shall indemnify, defend, and hold harmless the City from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "City" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the City or to reimburse the City for its attorney's fees and costs related to the claim. This section shall survive the Contract.

23. **NON-COLLUSIVE BIDDING CERTIFICATION**

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

23.1 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.

23.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.

23.3 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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ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

PROPOSAL

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

ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS

GROUP 1 - GARAGES	MONTHLY COST			YEARLY
1. Mortimer Street Garage	$ 3,001.00	x	12=	$ 36,012.00
2. Washington Square Garage	$ 3,668.00	x	12=	$ 44,016.00
3. Court Street Garage	$ 3,668.00	x	12=	$ 44,016.00
4. Sister Cities Garage	$ 3,668.00	x	12=	$ 44,016.00
5. Midtown Garage –Level A	$ 500.00	x	12=	$ 6,000.00
6. Midtown Garage –Levels B&C As of April 2014	$ 500.00	x	8=	$ 4,000.00
7. East End Garage	$ 3,001.00	x	12=	$ 36,012.00
8. Genesee Crossroads Garage	$ 3251.00	x	12=	$ 39,012.00
9. High Falls Garage	$ 3251.00	x	12=	$ 39,012.00
10. Wadsworth Lot	$ 568.00	x	12=	$ 6,816.00

TOTAL BID PRICE $ $298,912

[signature]
Authorized Signature

N Lorenz President 11/25/13
Typed Name and Title of Authorized Signer

Acme Powerwashing Inc.
Typed Name of Company

(Continued through Page 30A)

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ROUTINE CLEANING OF CITY OWNED PARKING GARAGES AND LOTS - ADDENDUM

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Acme Powerwashing, Inc.
Name of Firm or Corporation

15590 Powerline Rd
Street Address

Holley NY 14470
City State Zip Code

638 5891 / 638 2336 658-5891
Telephone/Fax No. Cell Phone No.

nlorenz@acmenewyork.com 16-1609827 11/24/13
Internet Address Federal Employer ID No. Date

.....

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Routine Cleaning of City Owned Parking Garages & Lots

Contract No. 126008 Contract Term: 1/5/14 - 5/31/15

[signature]
Purchasing Agent

Date: 12/20/13

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ATTACHMENT "C"

ATTENDENT CONTRACT

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122315

AGREEMENT AMENDMENT AND EXTENSION

THIS AMENDMENT is made as of the **1st** day of **November, 2013** between the **CITY OF ROCHESTER**, hereinafter "City" and, **ALLPRO PARKING, LLC**, with offices located at 465 Main Street Suite 200A, Buffalo, NY 14203 hereinafter "Allpro Parking".

WHEREAS, Pursuant to City of Rochester Ordinance No. 2012-2, the City and the Allpro Parking have previously entered into an agreement (""PSA") on April 16, 2012 to secure Allpro Parking's professional services as fully described in the PSA attached hereto as **Exhibit A**; and

WHEREAS, the PSA was amended by Agreement Amendment ("First Amendment") dated August 13, 2013 which is attached hereto as **Exhibit B**; and

WHEREAS, the PSA permits the parties to desire to further amend and also to extend the PSA as set forth below; and

NOW THEREFORE, in consideration of mutual covenants exchanged, the parties agree as follows:

Section 1. Section 5 of the PSA shall be amended to include the following:

The parties are exercising the first one (1) year option set forth above, and the Term shall be extended to October 31, 2014; however, such extended term shall be subject to City Council authorization of funding of such services after June 2014. In the event City Council fails to approve such additional funding, this Agreement Amendment and Extension shall terminate on 12:00 a.m. June 30, 2014.

Section 2. Section 1 of the First Amendment shall be amended to read:

To increase the value of the PSA from $1,288,000 to a new value of $1,888,000. This is an increase of $600,000. This will cover monthly payments until 6/30/14.

All other terms and conditions shall remain in full force and effect.

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IN WITNESS WHEREOF, the City and Allpro Parking have duly executed this Amendment.

CITY OF ROCHESTER

By: _____
Thomas S. Richards- Mayor
City of Rochester, New York

ALLPRO PARKING, LLC

By: _____
Name: Richard A. Serra
Title: President & CEO
Federal Tax Payer Id. No.: 16 - 1585227

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STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 6th day of December, 2013, before me the subscriber, personally came Thomas S. Richards, known to me, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

ANGELA SORBER
Notary Public, State of New York
Monroe County
Registration # 01SO4888920
Commission Expires April 8, 2015

Angela Sorber
Notary Public

STATE OF NEW YORK)
COUNTY OF ~~MONROE~~ ERIE) SS:

On the 14th day of November, in the year 2013, before me the undersigned, a Notary Public in and for said State, personally appeared Richard A. Serra personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RICHARD A DOETTERL JR
Notary Public - State of New York
NO. 01DO6126896
Qualified in Erie County
My Commission Expires 5/16/17

_____
Notary Public

Exhibit A

122315

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 16th day of April, 2012, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and **Allpro Parking, LLC**, with offices located at 45 Exchange Boulevard, Rochester, NY 14614, hereinafter referred to as "**Allpro Parking**".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of Allpro Parking to provide staffing for Customer Service and light maintenance for six (6) City Parking Facilities, hereinafter referred to as the "Project", and

WHEREAS, Allpro Parking has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

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SECTION 1. **DESCRIPTION OF PROFESSIONAL SERVICES**

Allpro Parking shall, upon the commencement date specified in Section 4 hereof, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the following services:

A. Customer Service Staffing

Allpro Parking shall:

1. Provide all customer service staffing in the specified parking facilities described herein in Appendix A. Staff shall be trained to set up appropriate traffic control devices at the direction of City Parking, Traffic, Fire or Police personnel. In the event that the provider is unable to fill a scheduled time, a fifty dollar ($50.00) per hour monetary penalty will be assessed, after the first hour, per location, for failure to meet contracted levels of staffing.
2. Ensure that one (1) on-site supervisor is present to supervise all designated locations, at all times that staffing is present.
3. Provide uniforms and nametags with photo ID containing company name and position. Uniforms should be casual with a professional appearance and must be approved by the City. This will include uniforms for all seasons.

4. Ensure staffing for special events that will require cash handling due to "pay in advance" operation. All revenues from a "pay in advance" event shall be submitted to the City for reconciliation on the same day as the event. All shortages shall be reimbursed by Allpro Parking within 5 business days. Special events may require staffing up to three times (3x) the normal staffing levels. The City will notify Allpro Parking five days in advance of a special event; however Allpro Parking shall be responsible for evaluating and filling staffing needs.
5. Submit certified weekly staffing and payroll reports to the City Parking Director or designee.
6. Provide documentation showing that all employees have completed a background check and drug testing and possess and carry a valid Government issued photo ID.
7. Supply appropriate transportation for lead attendants /supervisors to travel between facilities.
8. Provide appropriate staff to fill all scheduled requirements, including possible additional staffing for special events.
9. Provide a copy of Employee Handbook and customer service training to all employees.
10. Submit copies of valid drivers licenses for all supervisors to the City Parking Director, prior to commencement of work under this Agreement and prior to commencement of work by any new employees.

B. Routine Facility Maintenance Services

Allpro Parking shall:

1. Replace overhead bulbs
2. Replace broken gate arms
3. Clear debris from garage drains
4. Touch-up paint on curbs and equipment
5. Repair vandalism or damages to attendant booths
6. Secure broken glass
7. Adjust curb stops that have been moved
8. Clean up vehicle spills
9. Check to ensure elevators are operating properly, report service requirements to Parking Bureau staff
10. Notify Parking Bureau staff of issues that need to be addressed by outside contractors
11. Provide snow removal from sidewalks and entry ramps and hand-spreading of de-icer in selected areas
12. Provide minor office repairs, i.e. light bulbs, bathroom plumbing, HVAC, etc.
13. Change filters in equipment as needed

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14. Landscape work and light moving as needed

C. Except as otherwise specified in this Agreement, equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the City and shall be available to Allpro Parking and fit for their purpose to the reasonable satisfaction of the City and Allpro Parking.

SECTION 2. CITY RESPONSIBILITIES

A. The City retains the right to determine acceptable performance standards of Allpro Parking's personnel. Any person employed by Allpro Parking deemed by the City as unfit to perform the work, shall be removed from the site and replaced with acceptable personnel. The City reserves the right to have Allpro Parking's personnel transferred between City properties.

B. The City also reserves the right to add or delete hours of operation, days of operation and/or lots and facilities. As additional facilities are added or deleted, the management and insurance fees shall be increased or decreased as set forth in Section 5, below.

C. The City shall provide the following:

1. Attendant booths and equipment
2. Desk space for the proposer's supervisors
3. All supplies for operating the revenue control equipment, including tickets and register receipts, access control cards, gate arms, etc..
4. All materials, supplies, tools and equipment required to provide maintenance services as outlined in Section 1.B.

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SECTION 3. MUTUAL COOPERATION

The City of Rochester and Allpro Parking agree to provide reasonable assistance to the other as may be necessary to affect the purpose of this Agreement. The parties further agree to cooperate in establishing and modifying, as reasonably necessary, the practices, protocols and procedures utilized in connection with the implementation of the Allpro Parking System.

SECTION 4. TERM

The term of the agreement will be on Twenty Two (22) month basis, commencing on January 1, 2012 and terminating on October 31, 2013, however such term shall be subject to City Council authorization of the funding of services after June 2012, and in the event that City Council fails to approve such additional funding, this agreement shall terminate at 12:00AM on June 30, 2012. There shall be options of two (2) one (1) year extensions subject to City Council funding approval and upon written agreement of the parties.

SECTION 5. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

The City agrees to pay Allpro Parking all approved amounts, after a fifteen (15) day review of invoice documents. Hourly rates are a blended rate of fulltime with benefits and part-time without benefits at:

$11.13 per hour for customer service and maintenance personnel,
$14.00 per hour for supervisors,
$16.15 per hour for lead supervisors,

Special Event staffing rates will be $15.14 per hour for personnel and $17.86 for supervisors.

The City shall reimburse Allpro Parking in the amount of thirty-one thousand dollars ($31,000.00) as an annual management fee and eighteen thousand five hundred seventy-two dollars ($18,572.00) for General Liability and Fidelity Coverage. Said fees will be invoiced monthly at one twelfth (1/12) the annual fee. As additional facilities are added or deleted the management and insurance fees shall be increased or decrease by five hundred dollars ($500.00) per month per facility added or deleted, as applicable, and insurance fees by two hundred ninety four dollars ($294.00) per month per facility added or deleted as applicable, however any increase costs to the City from the increase of facilities shall be subject to City Council approval. The total fee payable by the City pursuant to this Agreement, for the period up to and including June 30, 2012, including all costs and disbursements whatsoever shall not exceed the sum of three hundred and eighteen thousand dollars ($318,000.00) unless number of garages or lots changes. Funding is only guaranteed through June 30, 2012. No payment shall be made except upon the submission of duly executed invoice.

The above fee structure is guaranteed by Allpro through September 30, 2012. Thereafter fees may be subject to cost of living increases to be negotiated by the parties and the final costs to be approved by City Council.

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SECTION 6. **INDEMNIFICATION**

Each of the parties hereby agree to defend, indemnify and save harmless the other party against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which a party may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the party, its agents, employees or contractors. If a claim or action is made or brought against a party and for which the other party may be responsible hereunder in whole or in part, then the indemnifying party shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. **INSURANCE AND BONDS**

During the term of this Agreement, Allpro Parking shall maintain the following types of insurance with limits not less than those set forth below, shall name the City of Rochester as additional insured on all such policies and shall provide the City with a certificate of insurance prior to the commencement date of this Agreement:

Commercial General Liability: $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage

Umbrella Excess: $3,000,000 Coverage

Crime: $250,000 commercial blanket bond

Worker's Compensation:
Coverage A – Statutory
Coverage B - $1,000,000

A Fidelity Bond or Fidelity Policy for not less than $600,000 per year.

SECTION 8. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless Allpro Parking shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of Allpro Parking's residence, whichever may apply. Allpro Parking shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers Compensation and Disability Benefits coverage have been secured. In the alternative, Allpro Parking shall provide proof of self-insurance or shall establish that Workers Compensation and/or Disability Benefits coverage is not required by submitting the then current form required by the New York State Workers Compensation Board.

SECTION 9. EQUAL OPPORTUNITY

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and 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. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

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B. Definitions

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.

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

Allpro Parking shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. Allpro Parking shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. Allpro Parking agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, Allpro Parking, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. Allpro Parking agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. Allpro Parking agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of Allpro Parking, reflecting this nondiscrimination policy.

2. If Allpro Parking is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal 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 Allpro Parking 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 Allpro Parking can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. Allpro Parking 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.

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SECTION 10. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and Allpro Parking shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the Rochester Living Wage Ordinance, in the event that payments by the City to Allpro Parking under this Agreement shall equal or exceed fifty thousand dollars ($50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder fifty thousand dollars ($50,000) or greater during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

Allpro Parking shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the

City Clerk and on the City's website, at www.cityofrochester.gov. Allpro Parking shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Allpro Parking's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 11. COMPLIANCE WITH MACBRIDE PRINCIPLES

Allpro Parking agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

SECTION 12. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by either party in accordance with this clause in whole, or from time to time in part, upon giving thirty (30) calendar days written notice to the defaulting party stating the basis of such default, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon failure of the defaulting party to cure the default within such thirty (30) day period, a notice of termination shall be sent and this Agreement shall be terminated as of the date of the notice. If the Agreement is terminated by the City as the result of the default of Allpro Parking, the City may take over the work to be performed and complete the same by contract or otherwise, and Allpro Parking shall be liable to the City for any excess cost occasioned thereby. The total fee payable to Allpro Parking under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

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SECTION 13. COMPLIANCE WITH ALL LAWS

Allpro Parking agrees that during the performance of the work required pursuant to this Agreement, Allpro Parking, and all employees working under Allpro Parking's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 14. AUDIT

Allpro Parking agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of Allpro Parking and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 15. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that Allpro Parking's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of Allpro Parking, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 16. STATUS AS INDEPENDENT CONTRACTOR

Allpro Parking, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. Allpro Parking shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or 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 or retirement membership or credit.

SECTION 17. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 18. 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.

SECTION 19. NOTICES

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U S. certified or registered postage, addressed to recipient as follows:

CITY OF ROCHESTER:

CITY OF ROCHESTER
PARKING BUREAU
ATTN: PARKING DIRECTOR
42 SOUTH AVENUE
ROCHESTER, NY 14604

ALLPRO PARKING, LLC:

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Allpro Parking, LLC
Attn: Richard A. Serra, President
465 Main Street Suite 200A
Buffalo, NY 14203-1715

SECTION 20. COUNTERPARTS

More than one counterpart of this Agreement may be executed by the Parties, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SECTION 21. ASSIGNMENT

Neither Party shall be permitted to assign its rights or obligations under this Agreement without the prior written consent of the other Party.

SECTION 22. SEVERABILITY

If any provision of this Agreement shall be held by an arbitrator or court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

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CITY OF ROCHESTER

BY: _____
Thomas S. Richards, Mayor

Approved as to form:

By: _____
Corporation Counsel
City of Rochester

ALLPRO PARKING, LLC

Approved for funds:

BY: _____
Richard A. Serra, President
Taxpayer ID. No. 16-1585227

By: _____
Director of Finance
City of Rochester

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 16th day of April, 2012, before me the subscriber, personally came **Thomas S. Richards** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the **Mayor of the City of Rochester**, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Angela Sorber
Notary Public

ANGELA SORBER
Notary Public, State of New York
Monroe County
Registration # 01SO4888920
Commission Expires April 9, 2016

STATE OF NEW YORK)
COUNTY OF Erie) ss.:

On this 10th day of April, 2012, before me the subscriber, personally came Richard A. Serra, to me known, who being by me duly sworn, did depose and say that he is the President of **Allpro Parking, LLC**, the corporation described in and which executed the above agreement; that he knows the seal of said corporation; that the seal affixed to the agreement is such seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

Notary Public

RICHARD A DOETTERL JR
Notary Public - State of New York
NO. 01DO6126896
Qualified in Erie County
My Commission Expires 5/12/15

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Appendix A

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APPENDIX A
STAFFING HOURS

		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY		TOTAL WEEKLY HOURS
CUSTOMER SERVICE										
HIGH FALLS		7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	N/A	N/A		60
CROSSROADS		7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	N/A	N/A		60
COURT STREET		7AM - 9PM	7AM - 9PM	7AM - 9PM	7AM - 9PM	7AM - 9PM	9AM - 9 PM	N/A		82
WASHINGTON SQUARE		7AM - 9PM	7AM - 9PM	7AM - 9PM	7AM - 9PM	7AM - 9PM	1PM - 9PM	N/A		78
MORTIMER		7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	N/A	N/A		60
SISTER CITIES		7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	7AM - 7 PM	N/A	N/A		60
									HOURS/WEEK	400
MAINTENANCE										
HIGH FALLS		7AM - 11 AM	7AM - 11 AM	7AM - 11 AM	7AM - 11 AM	7AM - 11 AM	N/A	N/A		20
CROSSROADS		12 PM - 4 PM	12 PM - 4 PM	12 PM - 4 PM	12 PM - 4 PM	12 PM - 4 PM	N/A	N/A		20
COURT STREET		10 AM - 2 PM	10 AM - 2 PM	10 AM - 2 PM	10 AM - 2 PM	10 AM - 2 PM	N/A	N/A		20
WASHINGTON SQUARE		6AM - 10 AM	6AM - 10 AM	6AM - 10 AM	6AM - 10 AM	6AM - 10 AM	N/A	N/A		20
MORTIMER		8AM - 10 AM	8AM - 10 AM	8AM - 10 AM	8AM - 10 AM	8AM - 10 AM	N/A	N/A		10
SISTER CITIES		6AM - 10 AM	6AM - 10 AM	6AM - 10 AM	6AM - 10 AM	6AM - 10 AM	N/A	N/A		20
FLOATER	HOURS VARY	6	6	6	6	6	N/A	N/A		30
									HOURS/WEEK	140
SUPERVISON		7AM -9PM	7AM -9PM	7AM -9PM	7AM -9PM	7AM -9PM	9AM - 9PM		HOURS/WEEK	82

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Exhibit B

AGREEMENT AMENDMENT

THIS AMENDMENT is made the 13 day of August 2013 between the **CITY OF ROCHESTER**, hereinafter "City" and **ALLPRO PARKING**, with officers located at 465 Main Street Suite 200A, Buffalo, NY 14203 hereinafter "Consultant".

WHEREAS, The City and the Consultant have previously entered into an agreement on January 1, 2012 to secure Consultant's professional services to provide Customer Service and Light Maintenance in City owned Garages, authorized by Ordinance 2012-2 and hereinafter referred to as **"Basic Agreement"** and

WHEREAS, the City wishes to amend to term of the Basic Agreement,

NOW THEREFORE, in consideration of mutual covenants exchanged the parties agree as follows:

Section 1. To increase the value of the Basic agreement from $858,000 to a new value of$1,108,000. This is an increase of $250,000. This will cover monthly payments until 10/31/13 or extension of contract.

All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have duly executed this Amendment.

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CITY OF ROCHESTER

By _____
Thomas S. Richards-Mayor
City of Rochester, New York

CONSULTANT

By: _____
Federal Tax Payer Id. No. 16-1585227
ALLPRO PARKING, LLC
RICHARD A. SERRA, PRESIDENT + CEO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 19th day of August 2013, before me the subscriber, personally come Thomas S. Richards, know to me, who being by me duly sworn did depose and say that he resides in the City of Rochester, that he is the Mayor of the city of Rochester, the municipal corporation described in and which executed the above instrument: and that he signed his name to the foregoing instrument by virtue of the authority vested in him

by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Angela Sorber
Notary Public

ANGELA SORBER
Notary Public, State of New York
Monroe County
Registration # 01SO4888920
Commission Expires: April 6, 2015

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the 13 day of August, in the year 2013, before me the undersigned, a Notary Public in and for said State, personally appeared **Richard A. Serra**, personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to and within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that his/her/their signatures (s) on the instrument the individual(s) or person upon behalf of which the individuals(s) acted, executed the instrument.

Brenda M. Larivey
Notary Public

BRENDA M. LARIVEY
Notary Public, State of New York
Qualified in Erie County
Registration No.: 01LA4954644
My Commission Expires August 14, 20[illegible]

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ATTACHMENT "D"

GARAGE PICTURES

NON-OFFICIAL SPEC
DO NOT USE

194 Court St
NON-OFFICIAL SPEC
DO NOT USE
Google earth
Google earth
feet
meters
200
80

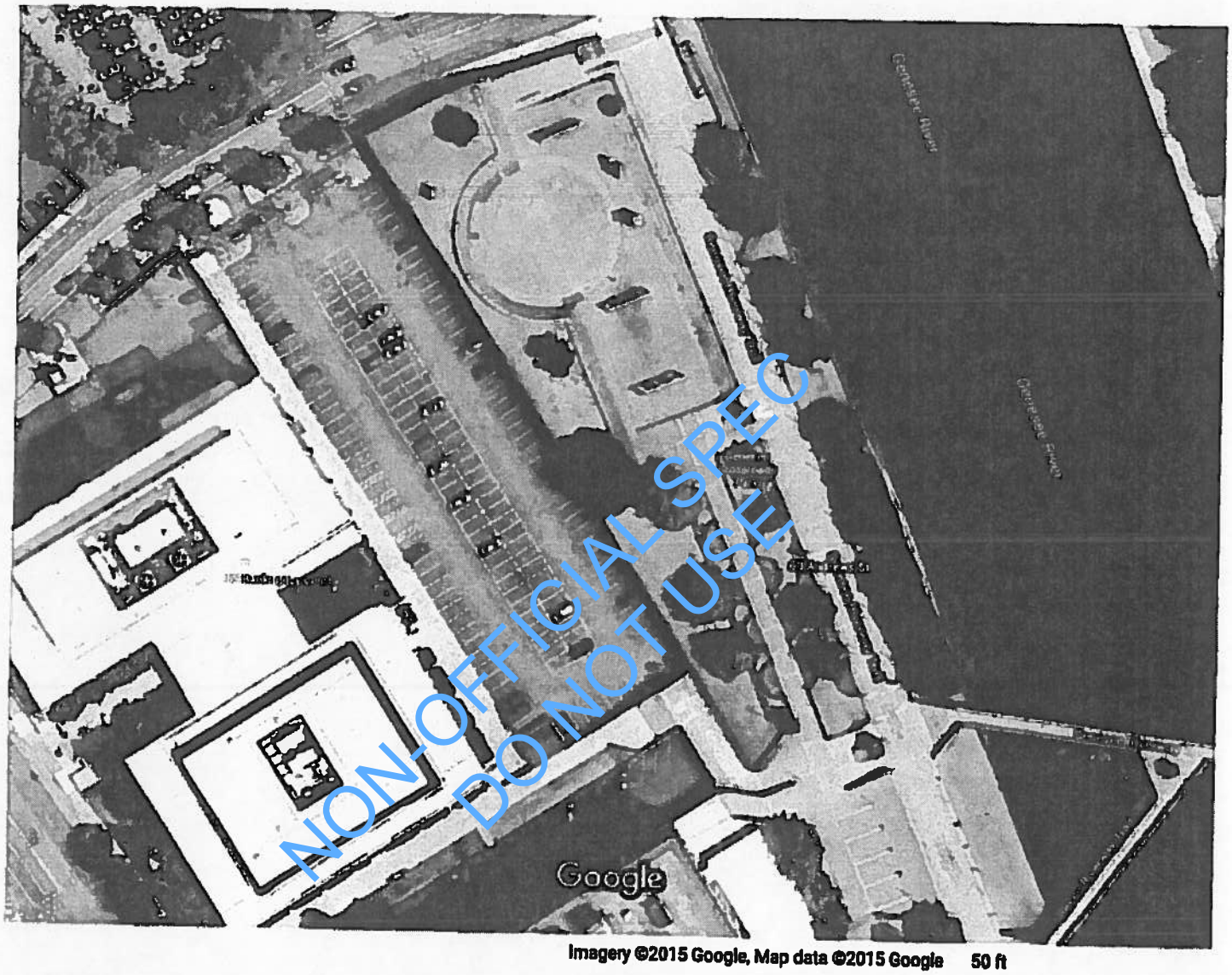
Google Maps

East End Garage

Imagery ©2015 Google, Map data ©2015 Google 100 ft

Google Maps **69 Andrews St**

Crossroads Garage



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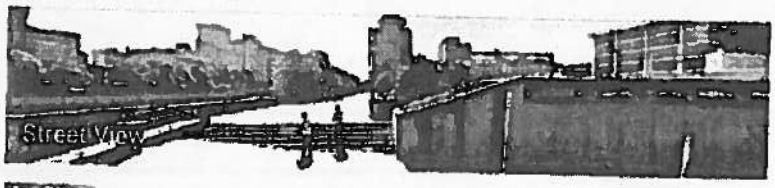
Imagery ©2015 Google, Map data ©2015 Google 50 ft

69 Andrews St
Rochester, NY 14614



Explore this area
Search nearby

At this location

Google Maps

240 State St

High Falls Garage

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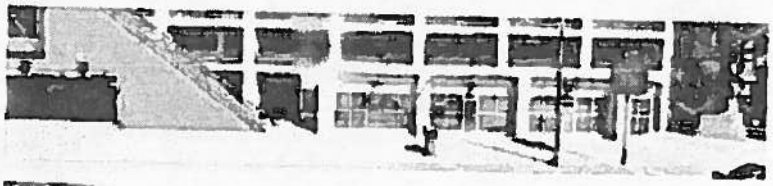
DO NOT USE

Imagery ©2015 Google, Map data ©2015 Google 50 ft

240 State St

Rochester, NY 14614



Explore this area

Search nearby

Google Maps **83 Mortimer St**

Mortimer Street Garage

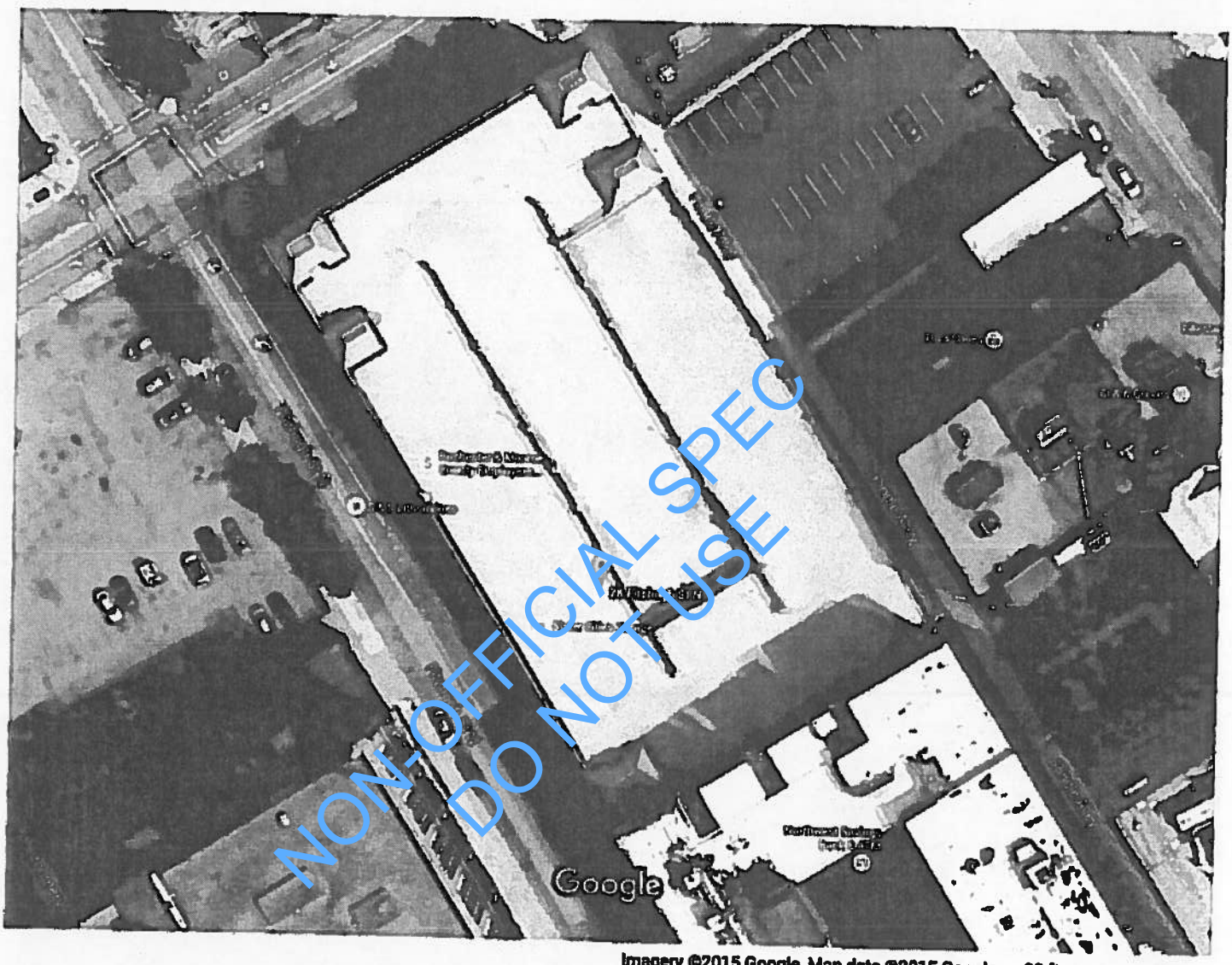
Imagery ©2015 Google, Map data ©2015 Google 20 ft

83 Mortimer St
Rochester, NY 14604

Explore this area
Search nearby

Google Maps **28 Fitzhugh St N**

Sister Cities Garage



Imagery ©2015 Google, Map data ©2015 Google 20 ft

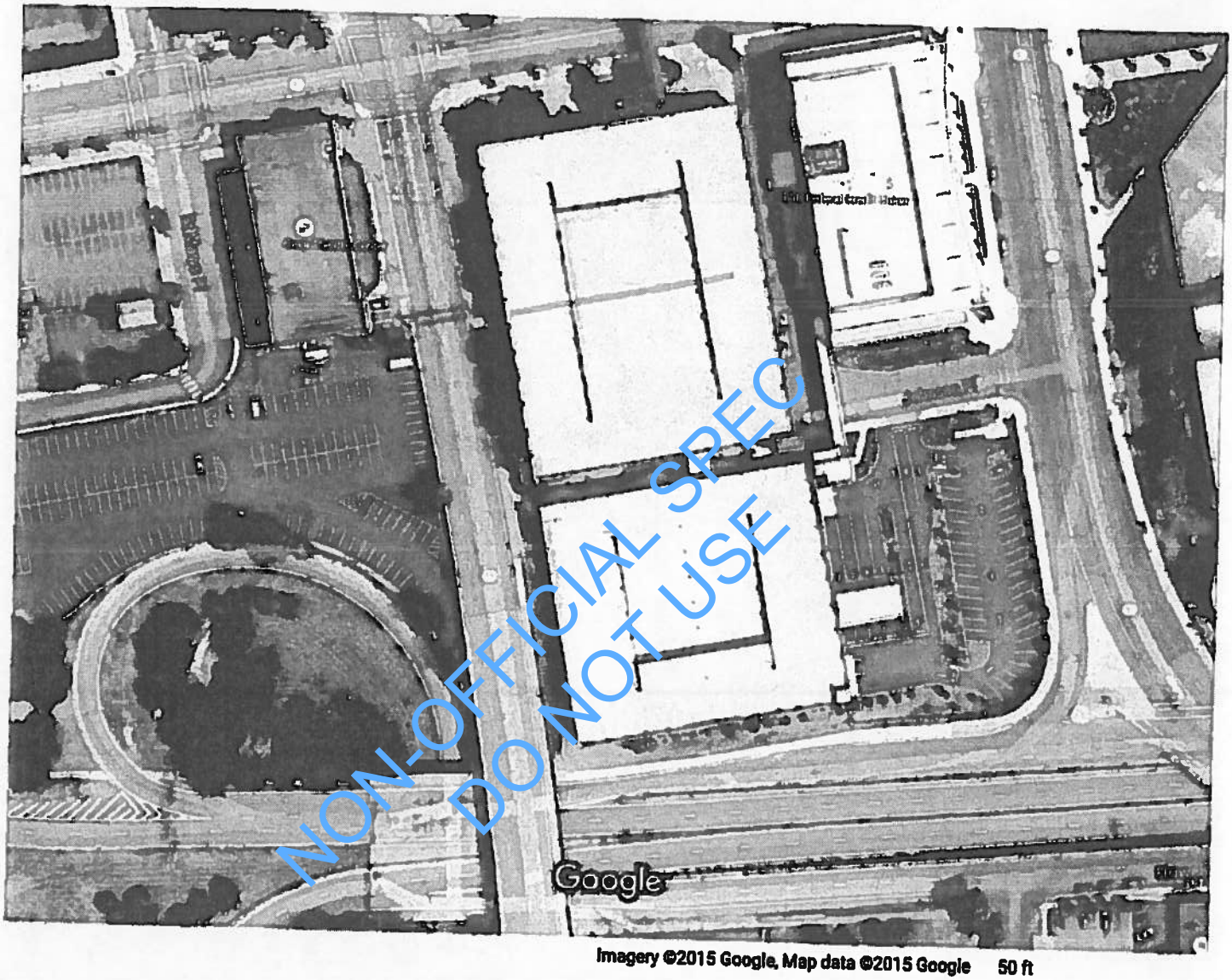
28 Fitzhugh St N
Rochester, NY 14614

Explore this area
Search nearby

Google Maps

Google Maps

Washington Square Garage



Imagery ©2015 Google, Map data ©2015 Google 50 ft