



DEMOLITION PACKAGE #2-14

Invitation to Bid No. D00050

Issued: September 3, 2013

PURCHASING BUREAU CONTACT: Cheryl Whitman, Purchasing Control Clerk, 585-428-7104

Bid responses are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded:

BID OPENING: Thursday, September 19, 2013 at 2:00 p.m.

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

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: DEMOLITION. This demolition package contains a total of twenty-eight (28) properties. Twenty-three (23) properties in this package contain friable and non-friable asbestos materials and will need to be demolished under controlled demolition with asbestos in place. The remaining five (5) properties contain no asbestos and shall be demolished accordingly.

- Bid Deposit Requirement: \$500 PER PROPERTY
- Performance Security Requirement: 100% OF THE CONTRACT PRICE
- Insurance Requirement:** YES, SEE SECTION 16
- 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.

DEMOLITION PACKAGE #2-14

1. SCOPE

Five (5) of the properties listed have had the asbestos abated by the City of Rochester prior to the contract award for demolition. The remaining twenty-three (23) properties listed shall be bid and performed as "Controlled Demolitions" with the asbestos in place.

2. STANDARD DEMOLITION CONTRACT DOCUMENTS

2.1 The City of Rochester Department of Community Development "Standard Demolition Contract Documents" dated November 15, 2000 shall apply to this demolition package, except where modified herein by Special Instruction to Bidders.

2.2 The Standard Demolition Contract Documents are binding upon all contractors submitting bids and are part of the contract awarded by the City of Rochester.

2.3 Bidders may obtain one (1) copy of the document from the City of Rochester Purchasing Agent at no cost. Each additional copy may be purchased for \$10.00.

3. CONTRACT AWARD

This contract will be awarded to the lowest responsive and responsible bidder is based upon the lowest lump sum bids. For lump sum bid groups, award will be made to the lowest lump sum bid for that group. For a lump sum bid, each property in the group must be bid. The total lump sum bid must be the sum of the unit prices bid for that group. Upon receiving recommendations of award from the using department, the Bureau of Purchasing will issue a Purchase Order to the successful bidder/bidders. The Purchase Order constitutes a formal Award of Contract.

4. INCENTIVE PROGRAM FOR PUBLIC WORKS CONTRACTS

Section 1 - Incentive Program

The City of Rochester will provide an incentive program for hiring City residents residing in certain City zip codes for public works contracts for which the final contract price is for an amount in excess of \$250,000.

The City of Rochester, for public work contracts in excess of \$250,000, will provide a monetary incentive equal to 7% of payroll paid to disadvantaged City residents residing in the City in zip codes 14604, 14605, 14608, 14611, 14614, and 14621. A listing of City property addresses in the above listed zip codes is available for review at the office of the Purchasing Agent, 30 Church Street, Room 105-A, Rochester, NY, 14614 or on the City's web site - www.cityofrochester.gov. The zip codes extend beyond City boundaries, and the employees residing in these zip codes must live in the City for the wages paid to qualify for the incentive payment.

DEMOLITION PACKAGE #2-14

In order to qualify for the incentive, the contractor must prove that more than 25% of the total gross payroll for the project was paid to disadvantage City residents. The maximum incentive under any contract shall not exceed \$50,000.

Section 2 – Definitions

Residence - the term residence shall be deemed to mean that place where a person maintains a fixed, permanent and principal home and to which he/she, wherever temporarily located, always intends to return.

Resident - the individual residing at the residence as heretofore defined.

Disadvantaged City resident - an individual residing at the residence as heretofore defined in City zip codes 14604, 14605, 14608, 14611, 14614, and 14621.

Contractor - the individual, partnership, corporation or joint venture undertaking the execution of the work with the City under the terms of the Contract Documents, and acting directly or through their or its agents or employees. The term contractor shall mean a contractor which directly employs labor under a public works contract, but shall not mean subcontractor.

Total Gross Payroll - the total payroll dollars paid to contractor's employees working on the project for which the incentive payment is requested.

City Residents Total Gross Payroll - the total payroll dollars paid to City residents residing in prescribed zip codes for work performed on City projects for which a residency incentive is requested. This amount would be reported in box 5 on the W-2.

Section 3 - Documentation Required

To request an incentive payment the contractor must provide to the City Director of Finance, 30 Church Street, Room 109-A, Rochester, NY, 14614 upon obtaining certificate of substantial completion and/or final completion/final payment, proof of wages paid to all employees and wages paid to City residents in the format as per Exhibit A. The employee must also sign an attestation as per Exhibit B attesting to that the address represented is the permanent and principal place of residency. Any false information provided may lead to the contractor's being found a non-responsible bidder on subsequent City bids.

The contractor shall retain payroll data and make available such records, for random audit by the City, for a period of three years.

The contractor must apply for the residency incentive within 90 days of obtaining a certificate of substantial completion and/or final completion/project completion. The residency incentive will be paid upon submission, review, and approval of information required as per Section 3, Documentation Required.

DEMOLITION PACKAGE #2-14

5. WITHDRAWAL OF A PROPERTY

The City reserves the right to withdraw any property at any time, prior to the actual commencement of demolition. If one or more properties are removed from a lump sum bid group by the City, the unit price per property bid shall be used to determine the remaining cost to the City for that group.

6. SPECIFICATIONS - PROPERTIES AND DESCRIPTIONS

6.1	162-164 Avenue D	Masonry, 2 story apartment
6.2	543 Bernard Street	Frame, 2 story, 1 family dwelling
6.3	205 Campbell Street	Frame, 2½ story, 2 family dwelling
6.4	375 Campbell Street	Frame, 1 story, 1 family dwelling
6.5	54 Child Street	Frame, 2 story, 1 family dwelling with frame, 1 car garage
6.6	1086 Clifford Avenue	Frame, 2 story, 1 family dwelling
6.7	71 Costar Street	Frame, 2 story, 1 family dwelling
6.8	15 Emanon Street	Frame, 2 story, 1 family dwelling
6.9	16 Fien Street	Frame, 1½ story, 1 family dwelling
6.10	189 Gardiner Street	Frame, 2½ story, 1 family dwelling with block, 2 car garage
6.11	80 Glendale Park	Frame, 2½ story, 2 family dwelling with carriage house
6.12	93 Glide Street	Frame, 1 story, 1 family dwelling
6.13	32 Harris Street	Frame, 2½ story, 1 family dwelling
6.14	21 Hoeltzer Street	Frame, 2½ story apartment building
6.15	29 Hoeltzer Street	Frame, 2 story, 1 family dwelling with block 2 car garage
6.16	55 Hoeltzer Street	Frame, 1½ story, 1 family dwelling with partial block garage
6.17	9 Hopkins Street	Frame, 2 story, 1 family dwelling
6.18	571 Jay Street	Frame, 2½ story, 2 family dwelling with block 4 car garage
6.19	655 Jay Street	Frame, 2½ story, 2 family dwelling
6.20	30 Joseph Place	Frame, 1½ story, 1 family dwelling
6.21	236 Magee Avenue	Frame, 2½ story, 2 family dwelling with frame 2 car garage

DEMOLITION PACKAGE #2-14

6.22	1313-1315 North Street	Frame, 2½ story, 2 family dwelling
6.23	311 Pennsylvania Avenue	Frame, 1 story, 1 family dwelling
6.24	83 Roth Street	Frame, 2 story, 1 family dwelling
6.25	693 Smith Street	Frame, 2 story, 1 family dwelling
6.26	202-204 Spencer Street	Frame, 2½ story apartment
6.27	9 Stanton Street	Frame, 2½ story, 1 family dwelling with block 1 car garage
6.28	883 W. Broad Street	Frame, 2 story, 2 family dwelling

7. SPECIAL INSTRUCTIONS

7.1 Unless specified otherwise, contractor to fine grade and hydroseed all lots after demolition of structures. Sites to be yolk raked to obtain a smooth, even surface for well drained, positive grades. Top two (2) inches shall be **screened topsoil**, free of rock and stone.

7.2 **Posts:** Contractor to furnish and install six foot long, six inch diameter pressure treated timber posts. Install posts six feet on center and set three feet deep in concrete footings. Top two inches of post to be cut at a forty-five degree angle, with sloped side facing outward. Posts to be uniform in line and height. Install posts along front of lot line for **ALL** properties listed in this contract document **except for the following:**

- 54 Child Street (Item 6.5) Front and Leon Street
- 71 Costar Street (Item 6.7) Front and Durkin Alley

7.3 **BACKFILL**

7.3.1 All lots to be backfilled with clean fill only. Top two inches (2") shall be screened topsoil. No asphalt, metal or organic matter to be used as backfill material. Basement walls, footers and floor slabs to be completely removed and may be re-used as backfill material in the bottom 1/3 of the hole only after crushing the material into sections no greater than one foot (1') in diameter.

7.4 **PROCEDURE**

7.4.1 For multiple contract awards, each demolition contract to be completed in its entirety before contractor may proceed to another contracted job. For the purpose of these bid documents, contract completion shall include demolition of structure, removal of all debris, backfilling, fine grading, hydroseeding and posting of lot.

DEMOLITION PACKAGE #2-14

7.5 PERMIT FEES

7.5.1 City of Rochester shall be responsible for payment of all water abandonment and hydrant permit fees associated with obtaining a demolition permit. Contractor shall be responsible for ascertaining and paying any and all other permit fees associated with the demolition project.

7.6 NOTIFICATION FOR UTILITY DISCONNECT

7.6.1 Contractor shall notify all utility companies, including the underground facilities protective organization, for abandonment of utilities to subject properties. Prior to start of demolition, contractor to verify that all utilities have been abandoned.

7.7 ACCESSORY BUILDING, MISCELLANEOUS STRUCTURES, TREES AND VEGETATION

7.7.1 Contractor shall include in their bid price, the demolition and disposal of any and all accessory buildings, concrete slabs on parking surfaces that may be present on the property.

7.7.2 Contractor shall include in their bid price, the removal and disposal of any trees and vegetation, fencing and miscellaneous structures that directly obstructs their ability to safely and completely perform the demolition of the structure(s).

7.8 FUEL OIL TANKS

7.8.1 Prior to the start of any demolition, the contractor must inspect the premises for the presence of any fuel oil tanks. In the event that a tank is discovered, contractor to immediately notify the City demolition inspector. Demolition shall not begin without City authorization that removal of tank and fuel has been appropriately addressed.

7.8.2 Contractor shall adhere to all applicable laws and regulations associated with the removal and disposal of any fuel oil and the tank.

7.9 LUMP SUM BIDS

The following twenty-eight (28) structures to be bid as four (4) lump sum contracts. Bidder(s) to provide individual bids for each of the forty (40) structures. Separate awards for each of the four (4) lump sum contracts will be based on the lowest combined total of the individual bid prices.

7.9.1 **162-164 Avenue D, 543 Bernard Street, 1086 Clifford Avenue, 15 Emanon Street, 16 Fien Street, 32 Harris Street and 30 Joseph Place**
(Items 6.1, 6.2, 6.6, 6.8, 6.9, 6.13 and 6.20)

DEMOLITION PACKAGE #2-14

- 7.9.2 **21 Hoeltzer Street, 29 Hoeltzer Street, 55 Hoeltzer Street, 1313-1315 North Street, 311 Pennsylvania Avenue, 83 Roth Street and 883 W. Broad Street** (Items 6.14, 6.15, 6.16, 6.22, 6.23, 6.24 and 6.28)
- 7.9.3 **205 Campbell Street, 375 Campbell Street, 71 Costar Street, 80 Glendale Park, 571 Jay Street, 655 Jay Street and 236 Magee Avenue** (Items 6.3, 6.4, 6.7, 6.11, 6.18, 6.19 and 6.21)
- 7.9.4 **54 Child Street, 189 Gardiner Street, 93 Glide Street, 9 Hopkins Street, 693 Smith Street, 202-204 Spencer Street and 9 Stanton Street** (Items 6.5, 6.10, 6.12, 6.17, 6.25, 6.26 and 6.27)

8. ASBESTOS

8.1 Asbestos Abated Prior To Contract Award:

162-164 Avenue D	(Item 6.1)
80 Glendale Park	(Item 6.11)
21 Hoeltzer Street	(Item 6.14)
55 Hoeltzer Street	(Item 6.16)
655 Jay Street	(Item 6.19)

8.1.1 The City of Rochester shall have all identified asbestos abated by separate contract for the five (5) properties listed in Section 8.1 above. Asbestos abatement shall be completed prior to the Notice to Proceed for demolition. Successful bidder **shall not** be responsible for pre-demolition asbestos abatement.

8.1.2 During the course of the demolition project, if any additional asbestos containing materials are discovered, contractor to stop all work and notify the City demolition inspector. The City will be responsible to arrange for the removal and disposal of any additional asbestos containing materials.

8.2 CONTROLLED DEMOLITION WITH ASBESTOS IN PLACE

8.2.1 The following properties have been condemned by the City of Rochester and the structures shall be assumed to contain both friable and non-friable asbestos containing materials:

543 Bernard Street	(Item 6.2)
205 Campbell Street	(Item 6.3)
375 Campbell Street	(Item 6.4)
54 Child Street	(Item 6.5)
1086 Clifford Avenue	(Item 6.6)
71 Costar Street	(Item 6.7)
15 Emanon Street	(Item 6.8)
16 Fien Street	(item 6.9)
189 Gardiner Street	(Item 6.10)
93 Glide Street	(Item 6.12)
32 Harris Street	(Item 6.13)

DEMOLITION PACKAGE #2-14

***29 Hoeltzer Street** (Item 6.15)
9 Hopkins Street (Item 6.17)

***Non friable asbestos only. Asbestos survey provided as Appendix B**

571 Jay Street (Item 6.18)
30 Joseph Place (Item 6.20)
236 Magee Avenue (Item 6.21)
1313-1315 North Street (Item 6.22)
311 Pennsylvania Avenue (Item 6.23)
83 Roth Street (Item 6.24)
693 Smith Street (Item 6.25)
202-204 Spencer Street (Item 6.26)
9 Stanton Street (Item 6.27)
883 W. Broad Street (Item 6.28)

The contractor shall demolish these twenty-three (23) structures under New York State Code Rule 56 Applicable Variance (AV-A-1) – “Controlled Demolition of Municipally Owned Vacant Buildings and Structures up to Three Stories in Height.”

- 8.2.2 Successful bidder shall be responsible for the project notification to the New York State Department of Labor, Asbestos Control Bureau, and the USEPA, including all costs associated with such notifications. **City of Rochester shall supply the successful bidder with a letter of condemnation which shall be included with the project notification.**
- 8.2.3 Contractor **shall not** be responsible for third party air clearance during project duration. Air clearance shall be supplied by the City of Rochester.

9 WASTE DISPOSAL:

- 9.1 The City of Rochester has entered into an agreement with the County of Monroe and Waste Management for the disposal of all debris related to demolition activities to:

Mill Seat Landfill
303 Brew Road
Bergen, New York 14416

ALL DEBRIS DISPOSALS SHALL BE RESTRICTED TO THE MILL SEAT LANDFILL. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR WASTE MANAGEMENT'S DISPOSAL CHARGES FOR DEBRIS GENERATED AS A RESULT OF THE DEMOLITION OF STRUCTURES AWARDED THROUGH THIS BID DOCUMENT. CHARGES FOR DEBRIS DISPOSAL TO WASTE MANAGEMENT SHALL BE THE RESPONSIBILITY OF THE CITY OF ROCHESTER.

- 9.2 Contractor shall be responsible for the trucking of all debris to the Mill Seat Landfill. Contractor's bid(s) shall include all costs associated with the trucking of said debris.

DEMOLITION PACKAGE #2-14

9.3 City of Rochester Demolition Inspector shall inspect, stamp and sign all waste shipment documents prior to trucks leaving the demolition site for the Mill Seat Landfill. The City's authorization stamp & signature are the only means for Waste Management to verify that the trucks arriving at the Mill Seat Landfill are from City contracted demolition projects. All trucks arriving at the Mill Seat Landfill without the City's authorization stamp & signature will be subject to the full tonnage charges by Waste Management. **The City of Rochester will not reimburse the contractor for any disposal charges as a result of trucking any debris off site without first obtaining the City's authorization stamp & signature on the waste shipment document.**

9.4 Any request to dispose of debris to a landfill other than the Mill Seat Landfill must be submitted to the City in writing and state the circumstances for the request.

Even if the exception is granted, the City reserves the right to require the contractor to pay for all disposal costs associated with this exception.

10. TIME OF PERFORMANCE

10.1. Demolition of structures identified in this bid is deemed to be a critical public safety issue. Accordingly, the City of Rochester expects contractor(s) awarded properties under this contract to demolish the structure(s) within the time of completion requirements stated in this bid. Failure to do so may result in default of contract and/or other actions taken by the City to limit the contractor's future participation in City demolition contracts.

10.2 Upon request of the City, a bidder must demonstrate that the bidder has the current capacity to complete the work on time for which the bidder has submitted the low bid. Demonstration of current capacity shall include, but not be limited to:
1. listing of all current contracts for work similar to the work described in this bid;
2. bidder's capacity to complete current contract work within the time required by those contracts;
3. bidder's demonstration to the satisfaction of the City that the bidder has the capacity to complete the work of this contract in the time frame specified if awarded the contract.

10.3 Time of Performance for contract completions shall commence upon a Notice to Proceed. Completion schedule shall be as follows. Properties awarded shall mean individual properties, whether included in group or not.

<u>Properties Awarded</u>	<u>Time of Completion</u>
1-10	30 calendar days
11-19	60 calendar days
20-28	75 calendar days

10.4 Schedule: Upon receipt of the Notice to Proceed, successful bidder(s) shall supply the City's Project Manager with a written demolition schedule. Schedule shall include both start and completion dates.

DEMOLITION PACKAGE #2-14

11. PUBLIC SAFETY

- 11.1 During demolition of front facades, temporary barricades to be installed along curb line to prevent debris from spilling onto streets.
- 11.2 Flagmen to be present at all times to control trucking operations and to safely direct pedestrians and vehicle traffic.
- 11.3 "Sidewalk Closed" signs to be installed at each end of the site. Signs to be installed in a secure and visible manner.
- 11.4 During non-working hours, site to be completely encircled with fencing in sufficient height and strength to prevent casual public entry onto premises and further prevent entry of children and animals onto premises.

12. BID SECURITY

Each bid shall be accompanied by bid security in an amount equal to Five Hundred (\$500) Dollars for each property bid. Bid security may be in the form of cash, certified check, bank letter of credit, or surety bond issued by a surety company licensed to do business in the State of New York.

13. PERFORMANCE SECURITY

- 13.1 Within ten (10) days of the award letter, the contractor shall furnish the Purchasing Agent with performance security in an amount equal to one hundred (100%) percent of the contract price. Performance Security may be in the form of cash, certified check, or surety bond issued by a surety company licensed to do business in the State of New York.
- 13.2 If performance bond is not received within ten (10) days, bid security may be forfeited and award made to the second low bidder.

14. INSURANCE

- 14.1 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. The insurance certificate must state the demolition coverage on each policy or property to be demolished.
- 14.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten days' written notice has been given to the City Purchasing Agent.

DEMOLITION PACKAGE #2-14

14.3 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.

14.4 The kinds and amounts of insurance are as follows:

14.4.1 WORKERS' COMPENSATION AND NYS DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and NYS 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. NYS 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.

14.4.2 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. 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
Single Limit
\$1,000,000

for all damages arising during the policy period.

DEMOLITION PACKAGE #2-14

- B. Motor Vehicle Insurance issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

Bodily Injury and Property Damage Liability
Combined Single Limit
\$1,000,000

15. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

DEMOLITION PACKAGE #2-14

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.

ITEM NO.	PROPERTY ADDRESS	UNIT PRICE BID
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Group 1:

- 6.1 162-164 Avenue D (Privately owned) \$ _____
- 6.2 543 Bernard Street (City owned) \$ _____
- 6.6 1086 Clifford Avenue (Privately owned) \$ _____
- 6.8 15 Emanon Street (City owned) \$ _____
- 6.5 16 Fien Street (Privately owned) \$ _____
- 6.13 32 Harris Street (City owned) \$ _____
- 6.20 30 Joseph Place (City owned) \$ _____

Lump Sum Bid \$ _____

Group 2:

- 6.14 21 Hoeltzer Street (City owned) \$ _____
- 6.15 29 Hoeltzer Street (City owned) \$ _____
- 6.16 55 Hoeltzer Street (City owned) \$ _____
- 6.22 1313-1315 North Street (City owned) \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

DEMOLITION PACKAGE #2-14

6.23 311 Pennsylvania Avenue (Privately owned) \$ _____

6.24 83 Roth Street (City owned) \$ _____

6.28 888 W. Broad Street (City owned) \$ _____

Lump Sum Bid \$ _____

Group 3:

6.3 205 Campbell Street (City owned) \$ _____

6.4 375 Campbell Street (City owned) \$ _____

6.7 71 Costar Street (City owned) \$ _____

6.11 80 Glendale Park (Privately owned) \$ _____

6.18 571 Jay Street (Privately owned) \$ _____

6.19 655 Jay Street (Privately owned) \$ _____

6.21 236 Magee Avenue (Privately owned) \$ _____

Lump Sum Bid \$ _____

Group 4:

6.5 54 Child Street (City owned) \$ _____

6.10 189 Gardiner Street (City owned) \$ _____

6.12 93 Glide Street (City owned) \$ _____

6.17 9 Hopkins Street (City owned) \$ _____

6.25 693 Smith Street (City owned) \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

DEMOLITION PACKAGE #2-14

6.26 202-204 Spencer Street (City owned) \$ _____

6.27 9 Stanton Street (City owned) \$ _____

Lump Sum Bid \$ _____

NON-OFFICIAL SPEC
DO NOT USE TO BID

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

DEMOLITION PACKAGE #2-14

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone Fax No.

Date: _____ email _____

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Bid No. _____

Purchasing Agent

Date: _____

Demolition Package #2-14

Appendix "A"
Wage Rates

DEMOLITION PACKAGE #2-14

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

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

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

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

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

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

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

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

DEMOLITION PACKAGE #8-13



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

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

Schedule Year 2012 through 2013
Date Requested 01/25/2007
PRC# 2007000664

Location Various Locations
Project ID#
Project Type Demolition of Various Structures

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT	
Date Completed: _____	Date Cancelled: _____
Name & Title of Representative: _____	

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

Demolition Package #2-14

Appendix "B"

Asbestos Survey

29 Hoeltzer Street

NON-OFFICIAL SPEC
DO NOT USE TO BID



Pre-Demolition Asbestos Survey
at
29 Hoeltzer Street
Rochester, New York
June 13, 2011 and July 22, 2013

Date Amended: August 7, 2013

PARADIGM

ENVIRONMENTAL SERVICES, INC.

179 Lake Avenue, Rochester,
New York 14608 (585) 647-2530

Prepared for:
City of Rochester
30 Church Street, Room 028B
Rochester, New York 14614
Job Number: 11-0471

29 HOELTZER STREET
ROCHESTER, NEW YORK

TABLE OF CONTENTS

INTRODUCTION

LIMITATIONS

CONCLUSIONS

MATERIALS LIST

ASBESTOS CONTAINING MATERIALS
SPACE BY SPACE SUMMARY

DRAWINGS

LABORATORY REPORTS

CHAINS OF CUSTODY

CERTIFICATIONS

INTRODUCTION

Paradigm Environmental Services, Inc. was retained by **City of Rochester** on **June 13, 2011 and July 22, 2013** to conduct an inspection for the detection of asbestos containing materials located at **29 Hoeltzer Street, Rochester, New York**. **This survey was amended on August 7, 2013 to re-quantify the asbestos containing transite material on the exterior siding; see space by space summary.**

The objective of this inspection was to identify and assess with due diligence the locations, quantities, friability and condition of all types of asbestos containing materials at the above referenced location. Paradigm Environmental performed all sample analysis and analytical reports for this project. Field services and survey reports were generated by Envoy Environmental Consultants as a subcontractor to Paradigm. Envoy Environmental Consultants inspector Randy Smallridge (AH#92-04633) and Ted Tronnes (AH#07-00223) conducted this inspection with the procedures and guidelines dictated by state and federal regulatory agencies. The inspectors of Envoy Environmental Consultants, Inc. selected materials for inclusion in this report through an understanding of the scope of the renovation as indicated by the building owner and the historical uses of asbestos in general. Generally, if a building material within a structure could contain asbestos the material was included in the survey.

Samples were collected from locations within each homogeneous sampling area. Samples consist of a small amount of the subject material. Sampling points were recorded and cross-referenced to prepared sketches. Individual samples were also recorded on a chain of custody document. Samples were then transported to the Paradigm analytical laboratory for asbestos analysis.

The Paradigm laboratory is accredited through NYSDOH/ELAP (Lab ID# 10958) for Solid and Hazardous Waste and Air and Emissions for Bulk Asbestos Fiber Analysis. The chain of custody record accompanies all samples from the point collected until they reach the laboratory. Samples are stored at the laboratory for 90 days then disposed of according to authoritative regulations.

The analysis methodology used is as follows:

Asbestos Bulk Samples:

New York State Department of Health, ELAP Method 198.1 and 198.6 ("Polarized Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples").

New York State Department of Health, ELAP Method 198.4 ("Transmission Electron Microscope Method for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples").

**** This asbestos survey is a multi-page document which must be viewed in its entirety; see limitations.**

Paradigm Job Number 11-0471R

LIMITATIONS

The information provided in this report was compiled from field and laboratory data and was prepared for and referenced to **29 Hoeltzer Street, Rochester, New York**. Materials noted and recorded are intended to represent subject site at the time and date that the observations were made. Conclusions and recommendations provided in this report are based on the assumption that materials identified are homogenous throughout their application. Determinations of suspect asbestos containing materials within the building were subject to the accessibility of each individual area or space. Determinations of asbestos containing materials were made by means of bulk sampling, physical assessment or visual assessment if the materials were not accessible. Envoy Environmental Consultants Inc. and Paradigm Environmental Services, Inc. accepts no responsibility for the content of building materials within areas or spaces that were unknown to us, not reasonably accessible, or not part of the scope of the project as defined by the client. Envoy Environmental Consultants Inc. and Paradigm Environmental Services, Inc. assumes no liability for any buildings that were not identified by the client that may fall under state or federal regulation. All conclusions provided in this report are based on the bulks sampling that was performed at the above mentioned site on the above mentioned dates.

As per the direction of the client, the City of Rochester, this survey was limited to suspect asbestos containing materials as listed in the materials tested table; if additional materials will be impacted by the demolition these materials should be considered asbestos containing until tested.

All quantities are approximations and must be field verified by the contractor prior to the submittal of bids. Contractor bids are expected to be based on their own determination of quantities and not the quantities stated in this report.

This asbestos survey report is not intended to be a bid document for a scope of work for the asbestos abatement contractor. The survey report only identifies and assesses the location, quantity and condition of ACM, PACM or asbestos materials at the subject site. The asbestos survey report is intended to be used as a tool in the development of an asbestos abatement project design or work scope. Under the Code Rule regulation this task can only be performed by a Certified Project Designer.

Energized mechanical or electrical systems were not sampled as part of the survey, and were visually assessed as ACM (Asbestos Containing Material). Suspect materials that are visually assessed by the inspector as ACM shall be treated as ACM, unless bulk sampling is conducted consistent with EPA and OSHA accepted methods, and the analysis meets the requirements of Code Rule 56 and the suspect material is found not to be asbestos containing. These systems may contain one or more of the following components, but are not limited to these components: brakes, clutches, gaskets, insulating panels, blocks or backer boards, wire insulation, explosion proof lighting gaskets and fitting packings, insulating papers, pipe sleeve packings, fire stops, caulks, paints and coatings.

CONCLUSIONS

Paradigm Environmental Services, Inc. was retained to perform a pre-demolition asbestos survey from **29 Hoeltzer Street, Rochester, New York** on **June 13, 2011 and July 22, 2013**. A New York State certified inspector sampled suspect asbestos containing materials from the above mentioned site. Sample locations and custody information were recorded and the samples were transported to the Paradigm laboratory for analysis.

The following is a brief description of the space by space survey.

<i>Col. 1</i>	<i>Col. 2</i>	<i>Col. 3</i>	<i>Col. 4</i>	<i>Col. 5</i>	<i>Col. 6</i>	<i>Col. 7</i>	<i>Col. 8</i>	<i>Col. 9</i>	<i>Col. 10</i>	<i>Col. 11</i>
<i>Room #</i>	<i>Sample #'s taken in Room</i>	<i>Positive Sample ID #</i>	<i>Positive Material Description</i>	<i>Location of Material</i>	<i>Condition</i>	<i>Friable Non-Friable NOB</i>	<i>Type of Material</i>	<i>SQ FT</i>	<i>Lin FT</i>	<i>Units</i>

1. Column 1: indicates the Room number, room description and estimated square footage of the room referenced to the attached map/drawing.
2. Column 2: indicates the bulk sample numbers that were taken in the Room indicated in column 1. i.e. 001-007 means samples one through seven were sampled in the room, none would indicate that no samples were taken in the room. You will not see the first three letters of the sample in this column. If you would like to know the materials that were tested in the room please refer to the analytical results which are documented in numerical order.
3. Column 3: indicates the sample number that proves the material is positive for asbestos content. This sample may have taken in the space in column 1 or determined a homogeneous area (material) by the inspector to a sample that was taken in another space. For the purpose of this report all samples are assigned a six digit alphanumeric sample identification number. The first three letters/numbers indicate the material, found in column 4. The last three numbers indicate the sample number in the sequence in which they were taken. If there is a letter after the last three numbers, this indicates that the laboratory or the inspector determines that there were multiple layers within the sample, requiring additional sampling under EPA protocols.
4. Column 4: gives a brief description of the asbestos containing material or the material that is to be treated as asbestos containing as determined by the inspector. At times non-asbestos materials are contaminated with asbestos, therefore must be treated as asbestos.
5. Column 5: indicates a brief description of the location of the material in the room and not the location where the sample was taken from. You will find locations of where each sample was taken from on the analytical sampling results.
6. Column 6: indicates the physical condition of the material as assessed by the inspector in the space indicated in column 1, according to the condition description described below. For the purpose of this report, the condition of the ACM will be reported in good, fair or poor condition. Conditions will be listed in column 6 of the survey report will be as follows;
 - a. **Good:** means material is intact with no visible damage.
 - b. **Fair:** means material contains fewer than 10% distributed damage or 25% localized damage.
 - c. **Poor:** means material contains over 10% distributed damage or 25% localized damage.
 Conditions listed in column 6 of the space by space survey report are only related to the specific material for the specific space.
7. Column 7: indicates the friability of the material in that space as determined by the inspector and the analytical laboratory consistent with Code Rule 56 and EPA regulations.
8. Column 8: indicates the type of material in that space as determined by the inspector and the analytical laboratory consistent with Code Rule 56 and EPA regulations.
9. Column 9: indicates the square footage of ACM material found in the space.
10. Column 10: indicates the linear footage of ACM material found in the space. Pipe insulation that is two feet or greater in diameter is required to be reported in square feet according to code Rule 56.
11. Column 11: indicates the units of ACM material found in the space.

** This asbestos survey is a multi-page document which must be viewed in its entirety; see limitations.

Paradigm Job Number 11-0471R

MATERIALS TESTED
29 Hoeltzer Street
Rochester, New York

Sample ID	Description of Material	PLM Asbestos Fibers Type & Percentage	TEM Asbestos Fibers Type & Percentage	Friable Non-Friable NOB
Ceiling and Wall Materials				
TRN-001	White Transite Siding	Chrysotile 44%	Not Required	Non-Friable
WPL-002	White Wall Plaster	None Detected	Not Required	Non-Friable
WPL-003	Gray Wall Plaster	None Detected	Not Required	Non-Friable
DWL-004	White Drywall	None Detected	Not Required	Non-Friable
CPL-005	White Ceiling Plaster	None Detected	Not Required	Non-Friable
CPL-006	Gray Ceiling Plaster	None Detected	Not Required	Non-Friable
ACT-007	Brown Adhered Ceiling Plaster	Inconclusive No Asbestos Detected	None Detected	Friable
MAS-008	Brown Wall Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
MAS-009	Brown Wall Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
SCT-010	Gray Suspended Ceiling Tile	Inconclusive No Asbestos Detected	None Detected	Friable
DWL-011	White Drywall	None Detected	Not Required	Non-Friable
MAS-017	Brown Wall Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
WPL-026	White Wall Plaster	None Detected	Not Required	Non-Friable
WPL-027	Gray Wall Plaster	None Detected	Not Required	Non-Friable
CPL-028	White Ceiling Plaster	None Detected	Not Required	Non-Friable
CPL-029	Gray Ceiling Plaster	None Detected	Not Required	Non-Friable
MAS-030	Black Wall Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
MAS-031	Black Wall Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
CTC-040	Tan Ceramic Tile Cement	Inconclusive No Asbestos Detected	None Detected	NOB
CTC-041	Tan Ceramic Tile Cement	Inconclusive No Asbestos Detected	None Detected	NOB
GRT-042	White Grout	None Detected	Not Required	Non-Friable
GRT-043	White Grout	None Detected	Not Required	Non-Friable
ACT-048	White 1'x1' Adhered Ceiling Tile	Inconclusive No Asbestos Detected	None Detected	Friable
ACT-049	White 1'x1' Adhered Ceiling Tile	Inconclusive No Asbestos Detected	None Detected	Friable
ACT-050	Brown 1'x1' Adhered Ceiling Tile	Inconclusive No Asbestos Detected	None Detected	Friable
Flooring Materials				
FT1-012	Brown 12"x12" Floor Tile	Inconclusive No Asbestos Detected	None Detected	NOB
SVL-013	White Sheet Vinyl and Backing	None Detected	<1.0% Residue Remaining TEM Not Required	NOB
SVB-014	Unable to Separate From SVL-013	N/A	N/A	N/A
SVL-015	White Sheet Vinyl and Backing	None Detected	<1.0% Residue Remaining TEM Not Required	NOB
SVB-016	Unable to Separate From SVL-015	N/A	N/A	N/A
SVL-018	Brown/White Sheet Vinyl and Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
SVB-019	Unable to Separate From SVL-018	N/A	N/A	N/A

** This asbestos survey is a multi-page document which must be viewed in its entirety; see limitations.
 Job Number 11-0471R

MATERIALS TESTED

29 Hoeltzer Street

Rochester, New York

Sample ID	Description of Material	PLM Asbestos Fibers Type & Percentage	TEM Asbestos Fibers Type & Percentage	Friable Non-Friable NOB
SVB-019	Tan Sheet Vinyl Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
SVL-020	Brown/White Sheet Vinyl and Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
SVB-021	Unable to Separate From SVL-020	N/A	N/A	N/A
SVB-021	Tan Sheet Vinyl Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
SVL-022	Green Sheet Vinyl	Chrysotile 3.2%	Not Required	NOB
SVB-023	Black Sheet Vinyl Backing	None Detected	<1.0% Residue Remaining TEM Not Required	NOB
SVL-024	Green Sheet Vinyl	Chrysotile 4.6%	Not Required	NOB
SVB-025	Black Sheet Vinyl Backing	None Detected	<1.0% Residue Remaining TEM Not Required	NOB
SVL-032	Multi-Colored/Black Sheet Vinyl and Backing	Inconclusive No Asbestos Detected	None Detected	NOB
SVB-033	Unable to Separate From SVL-032	N/A	N/A	N/A
SVL-034	Multi-Colored/Black Sheet Vinyl and Backing	Inconclusive No Asbestos Detected	None Detected	NOB
SVB-035	Unable to Separate From SVL-034	N/A	N/A	N/A
FT1-036	White 12"x12" Floor Tile	Chrysotile 6.1%	Not Required	NOB
FTM-037	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	Trace Chrysotile	NOB
FT1-038	White 12"x12" Floor Tile	Chrysotile 8.3%	Not Required	NOB
FTM-039	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
FT1-044	Red Floor Tile	Inconclusive No Asbestos Detected	None Detected	NOB
FTM-045	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
FT1-046	Red Floor Tile	Inconclusive No Asbestos Detected	None Detected	NOB
FTM-047	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	None Detected	NOB
Window Caulking and Glazing Materials				
WIG-055	White Window Glaze	Inconclusive No Asbestos Detected	Trace Anthophyllite	NOB
WIG-056	White Window Glaze	Inconclusive No Asbestos Detected	Trace Anthophyllite	NOB
Exterior Materials				
TRN-057	Gray Transit	Chrysotile 57%	Not Required	Non-Friable
Roofing Materials				
ROS-051	Black Roofing Shingle	Inconclusive No Asbestos Detected	None Detected	NOB
ROS-052	Black Roofing Shingle	Chrysotile 4.3%	Not Required	NOB
ROS-053	Black/Red Roofing Shingle	Chrysotile 1.1%	Not Required	NOB
ROS-054	Black/Red Roofing Shingle	Chrysotile 1.1%	Not Required	NOB

** This asbestos survey is a multi-page document which must be viewed in its entirety; see limitations.
Job Number 11-0471R

**ASBESTOS CONTAINING MATERIALS
SPACE BY SPACE SUMMARY FOR
29 Hoeltzer Street
Rochester, New York**

Room #	Sample # #s taken in Room	Positive Sample ID #	Positive Material Description	Location of Material	Condition	Friable** Non-Friable NOB	Type of Material	SQ FT	Lin. FT	Units
Basement										
Basement 800 square feet	None	None	No Asbestos Detected					0	0	0
First Floor										
1 Front Entrance 60 square feet	001	TRN-001	White Transite Siding	One Wall	Good	Non-Friable	Misc	100		
2 Dining Room 143 square feet	002-007	None	No Asbestos Detected					0	0	0
3 Living Room 100 square feet	008, 009	None	No Asbestos Detected					0	0	0
4 Bedroom 48 square feet	010	None	No Asbestos Detected					0	0	0
5 Bedroom 80 square feet	011	None	No Asbestos Detected					0	0	0
6 Bathroom 60 square feet	012-017	None	No Asbestos Detected					0	0	0
7 Kitchen 210 square feet	018-031	SVL-022, 024	Green Sheet Vinyl	Floor - 2nd Layer	Good	NOB	Misc	210		
8 Porch 75 square feet	None	None	No Asbestos Detected					0	0	0
Second Floor										
9 Storage Room 400 square feet	032-035	None	No Asbestos Detected					0	0	0
10 Bathroom 15 square feet	036-043	FT1-036, 038	White 12"x12" Floor Tile	Floor - 2nd Layer	Good	NOB	Misc	15		
11 Living Room 500 square feet	044-050	None	No Asbestos Detected					0	0	0
12 Bedroom 121 square feet	None	None	No Asbestos Detected					0	0	0
Garage										
Interior 500 square feet	None	None	No Asbestos Detected					0	0	0

** This asbestos survey is a multi-page document which must be viewed in its entirety; see limitations.
Job Number 11-0471R

**ASBESTOS CONTAINING MATERIALS
SPACE BY SPACE SUMMARY FOR
29 Hoeltzer Street
Rochester, New York**

Room #	Sample #'s taken in Room	Positive Sample ID #	Positive Material Description	Location of Material	Condition	Friable** Non-Friable NOB	Type of Material	SQ FT	Lin. FT	Units
<i>Exterior</i>										
House 800 square feet	051-056	ROS-052	Black Roofing Shingle	Roof - 1st Layer	Good	NOB	Misc	800		
		ROS-053, 054	Black Roofing Shingle	Roof - 2nd Layer	Good	NOB	Misc	800		
		TRN-057	Gray Transite	Exterior Siding	Good	Non-Friable	Misc	1000		
Garage 500 square feet	None	ROS-052	Black Roofing Shingle	Roof - 1st Layer	Good	NOB	Misc	500		
		ROS-053	Black Roofing Shingle	Roof - 2nd Layer	Good	NOB	Misc	500		
								3925	0	0

Assume- Indicates materials assumed positive for asbestos containing materials by inspector.

U - Inspector unable to determine quantity

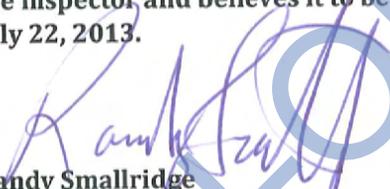
* Reflects quantifiable locations only; additional material present, but not quantifiable per table.

** Materials are categorized as friable or non-friable based on their intact condition. For designer abatement purposes materials labeled as non-friable may become friable, based on methods of handling.

All layers of multi-layered systems are analyzed, quantified and reported separately, as specified by NYSOOL and NYSOOLH. In some cases, multi-layered systems may be combined for design and abatement purposes, with effective quantities adjusted accordingly.

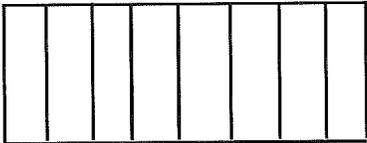
All quantities in this report are approximations and must be field verified by the Abatement contractor. Contractor bids are expected to be based on their own determinations of quantities and not the approximate quantities stated in this report.

Paradigm certifies that this report regarding 29 Hoeltzer Street, Rochester, New York is based on the observations of the inspector and believes it to be an accurate representation of the conditions as they existed on June 13, 2011 and July 22, 2013.


Randy Smallridge
Envoy Environmental Consultants, Inc.
Inspector # AH 92-04633

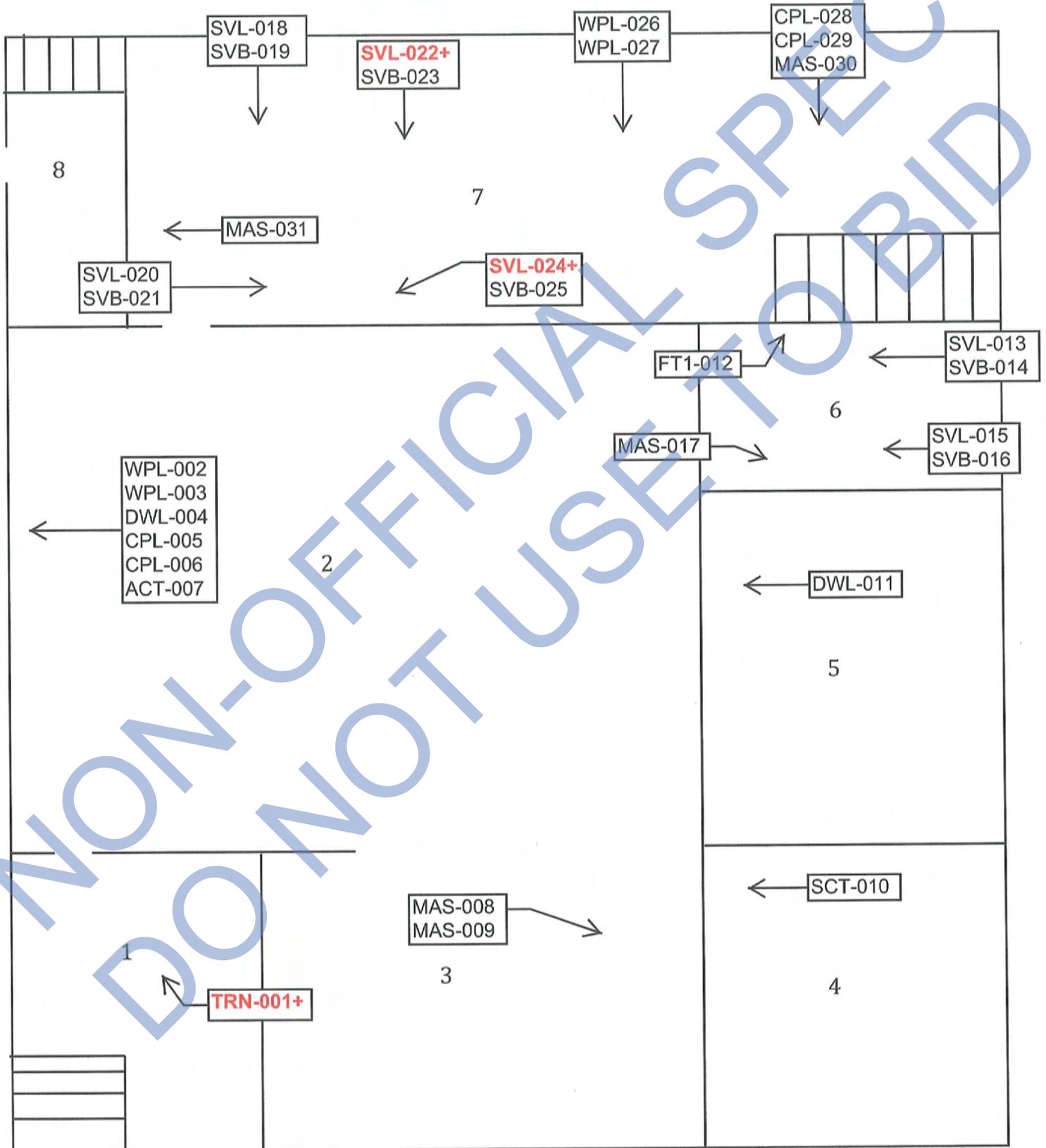

Ted Tronnes
Envoy Environmental Consultants, Inc.
Inspector # AH 07-00223

CLIENT: City of Rochester
LOCATION: 29 Hoeltzer Street
AREA: Basement
DATE: June 13, 2011
JOB NUMBER: 11-0471

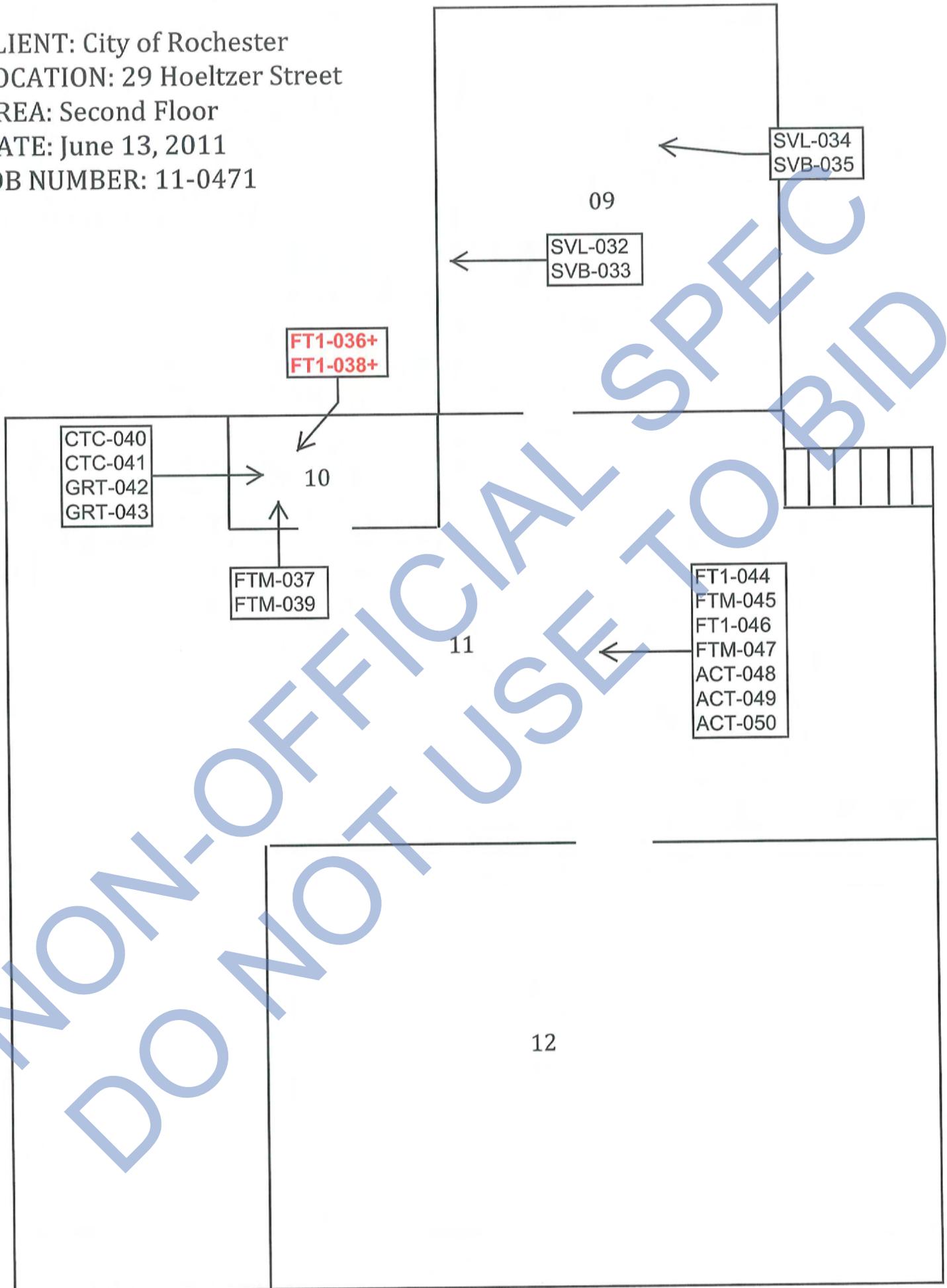


NON-OFFICIAL SPEC
DO NOT USE TO BID

CLIENT: City of Rochester
LOCATION: 29 Hoeltzer Street
AREA: First Floor
DATE: June 13, 2011
JOB NUMBER: 11-0471

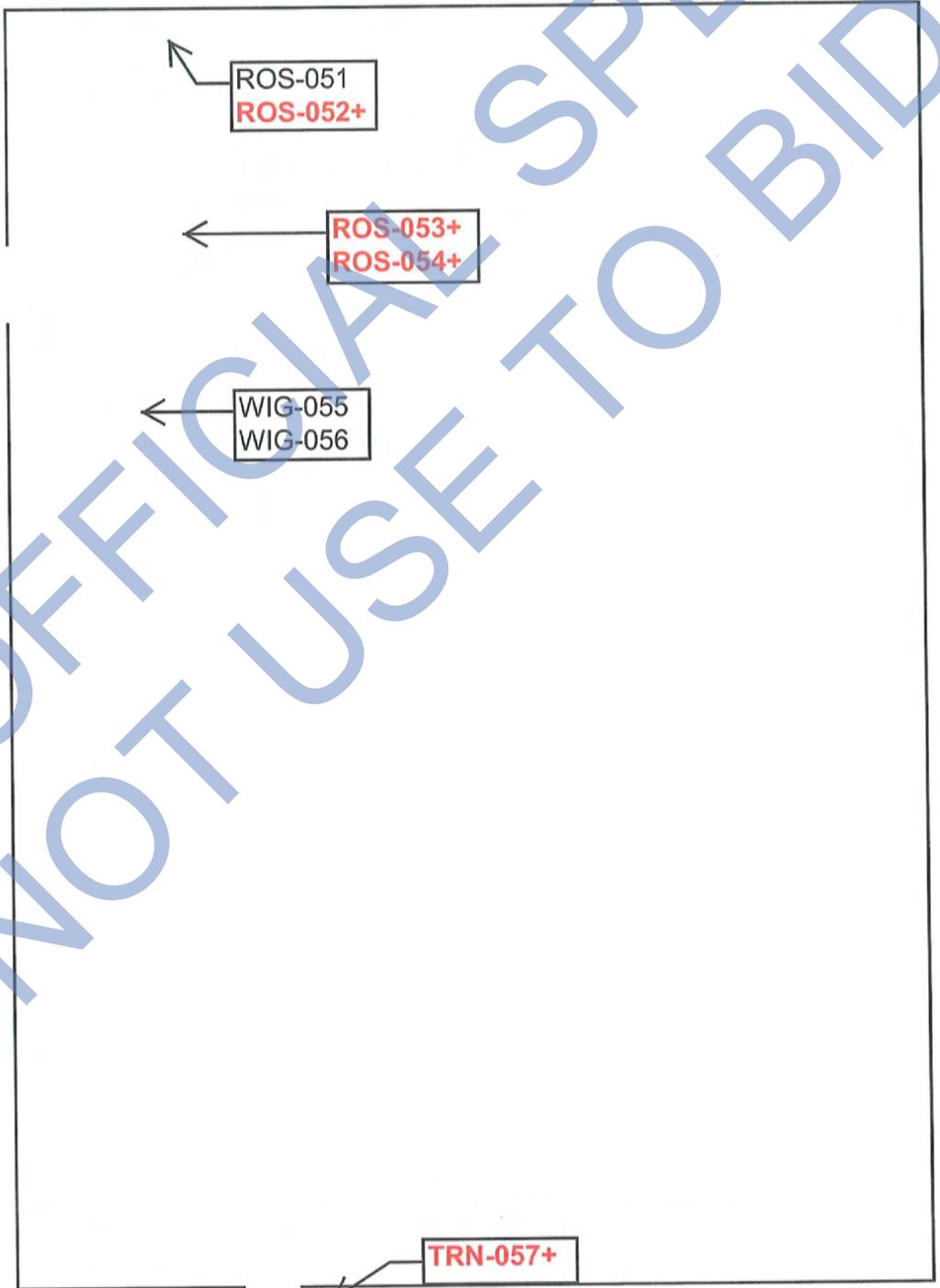


CLIENT: City of Rochester
LOCATION: 29 Hoeltzer Street
AREA: Second Floor
DATE: June 13, 2011
JOB NUMBER: 11-0471



CLIENT: City of Rochester
LOCATION: 29 Hoeltzer Street
AREA: Exterior and Garage
DATE: June 13, 2011
JOB NUMBER: 11-0471

Garage





PLM & TEM BULK ASBESTOS REPORT

Client: City of Rochester
Location: 29 Hoeltzer Street

Job No: 7112-11
Page: 1 of 2

Sample Date: 6/13/2011

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	PLM Matrix Material %
TRN-001	43185	Room 1 Entrance Wall	White Fibrous Transite Siding	Chrysotile 44%	44%		Not Required	N/A	None Detected	56%
WPL-002	43186	Room 2 Dining Room	White Wall Plaster	None Detected	0%		Not Required	N/A	None Detected	100%
WPL-003	43187	Room 2 Dining Room	Gray Wall Plaster	None Detected	0%		Not Required	N/A	None Detected	100%
DWL-004	43188	Room 2 Dining Room	White Drywall	None Detected	0%		Not Required	N/A	Cellulose 4%	96%
CPL-005	43189	Room 2 Dining Room	White Ceiling Plaster	None Detected	0%		Not Required	N/A	Cellulose 1%	99%
CPL-006	43190	Room 2 Dining Room	Gray Ceiling Plaster	None Detected	0%		Not Required	N/A	Cellulose 3%	97%
ACT-007	43191	Room 2 Dining Room	Brown Adhered Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	None Detected	100%
MAS-008	43192	Room 3 Living Room	Brown Wall Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
MAS-009	43193	Room 3 Living Room	Brown Wall Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SCT-010	43194	Room 4 Bedroom	Gray Fibrous Suspended Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 65% Cellulose 25%	10%



Lab Code 200530-0
for PLM Analysis

ELAP ID No.: 10958

New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.")

✓ NOB (non-friable organically bound) Classified for Analytical Purposes Only.

denotes material analyzed by ELAP Method 198.4 and 198.6 per NYSDOH.

** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. *Quantitative transmission electron microscopy* is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Date Analyzed: 8/19/2011

TEM Date Analyzed: 9/16/2011

Microscope: Olympus BH-2 #232953

TEM Analyst: F. Weinman

Analyst: D. Bell

Laboratory Results Approved By:
Asbestos Technical Director

Mary Dohr

Paradigm Environmental Services, Inc. is not responsible for the data supplied by an independent inspector. National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Quality control data (including 95% confidence limits and laboratory and analysts' and precision) is available upon request.

ENVOY

environmental consultants, inc.

57 Ambrose St, Rochester, NY 14608
 585-451-1060 • Fax 585-451-1062

CHAIN OF CUSTODY FOR PLM ASBESTOS ANALYSIS

OFFICE USE ONLY

Client:	City of Rock	Contact:	C. Fox
Phone Number:	428-6922	SEND ANALYTICAL DATA TO CLIENT:	YES <input type="checkbox"/> No <input type="checkbox"/>
Results To:	CALL Tech <input checked="" type="checkbox"/> Client <input type="checkbox"/>	Fax Number or email address:	
Date Sampled:	6/13/11	Turn Around Time:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Immed <input type="checkbox"/>
Project Address:	29 Hebeltzer St	Project Number:	110471

Job #:	7112-11
Page	208 of 28
Date Logged In:	6/24/11
Logged In By:	gc
	4066 Coc

General Location:

Client ID	Lab ID	Sampling Location	Do not Analyze	Color	Size	Material	Friability
1 TRN 001	43185	Room #1 Entrance Hall		White		Transite Siding	
2 WPL 002	186	Room #2 Dining Room		White		Wall Plaster	
3 WPL 003	187	Room #2 Dining Room		Grey		Wall Plaster	
4 DWL 004	188	Room #2 Dining Room	Paper	White		Drywall	
5 CPL 005	189	Room #2 Dining Room		White		Ceiling Plaster	
6 CPL 006	190	Room #2 Dining Room		Grey		Ceiling Plaster	
7 ACT 007	191	Room #2 Dining Room		Brown		Ceiling Tile	
8 MAS 008	192	Room #3 Living Room		Brown		Wall Mastic	
9 MAS 009	193	Room #3 Living Room		Brown		Wall Mastic	
10 SCT 010	194	Room #4 Bedroom		Grey		Ceiling Tile	

Sampled By: Smallridge Date: 6/13/11

Transported to Paradigm By: Smallridge Date: 6/13/11

Received By: gc Date: 6/24/11

CHECK ONE: SURVEY BULK SAMPLES ONLY

CHECK TO AUTOMATICALLY PERFORM TEM ON NOBS or provide TEM contact name:

TOTAL NUMBER OF SAMPLES IN SURVEY: 57 Estimated at 57

Containerized materials attached to this Chain of Custody may contain Asbestos. Asbestos is a known carcinogen and should only be handled by trained and authorized personnel under regulated conditions. (Danger, May Contain Asbestos Fibers, Cancer and Lung Disease Hazard)



PLM & TEM BULK ASBESTOS REPORT

Client: City of Rochester
Location: 29 Hoeltzer Street

Job No: 7109-11
Page: 1 of 2

Sample Date: 6/13/2011

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	PLM Matrix Material %
DWL-011	43156	Room 5 Bedroom	White Drywall	None Detected	0%		Not Required	N/A	Cellulose 3%	97%
FT1-012	43157	Room 6 Bathroom	Brown 12"x12" Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVL-013	43158	Room 6 Bathroom	White Sheet Vinyl and Backing	None Detected	0%	✓	<1.0% Residue Remaining. TEM Not Required	N/A	Fiberglass 2%	98%
SVB-014	43159	Room 6 Bathroom	Unable to Separate from Sample SVL-013	N/A	N/A		N/A	N/A	N/A	N/A
SVL-015	43160	Room 6 Bathroom	White Sheet Vinyl and Backing	None Detected	0%	✓	<1.0% Residue Remaining. TEM Not Required	N/A	Fiberglass 2%	98%
SVB-016	43161	Room 6 Bathroom	Unable to Separate from Sample SVL-015	N/A	N/A		N/A	N/A	N/A	N/A
MAS-017	43162	Room 6 Bathroom	Brown Wall Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVL-018	43163	Room 7 Kitchen	White/Brown Sheet Vinyl and Backing	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVB-019	43164a	Room 7 Kitchen	Unable to Separate from Sample SVL-018	N/A	N/A		N/A	N/A	N/A	N/A
SVB-019	43164b	Room 7 Kitchen	Tan Sheet Vinyl Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%



Lab Code 200530-0
for PLM Analysis

ELAP ID No.: 10958

New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.").

✓ NOB (non-friable organically bound) Classified for Analytical Purposes Only.

denotes material analyzed by ELAP Method 198.4 and 198.6 per NYSDOH.

** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Date Analyzed: 8/19/2011

TEM Date Analyzed: 8/23/2011

Microscope: Olympus BH-2 #232953

TEM Analyst: J. Peter Denato

Analyst: D. Bell

Laboratory Results Approved By:
Asbestos Technical Director

Mary Dohr

Paradigm Environmental Services, Inc. is not responsible for the data supplied by an independent inspector. National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Quality control data (including 95% confidence limits and laboratory and analysts' and precision) is available upon request.

ENVOY

environmental consultants, inc.

57 Amphrse St, Rochester, NY 14608
585-451-1060 Fax 585-451-1062

CHAIN OF CUSTODY FOR PLM ASBESTOS ANALYSIS

OFFICE USE ONLY

Client:	City of Rock	Contact:	C Fox
Phone Number:	428-6922	SEND ANALYTICAL DATA TO CLIENT:	YES <input type="checkbox"/> No <input type="checkbox"/>
Results To:	CALL Tech <input checked="" type="checkbox"/> Client <input type="checkbox"/>	Fax Number or email address:	
Client Mailing Address:	City Hall 30 Church St 29 Heeltzer St	Turn Around Time:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Immed <input type="checkbox"/>
Date Sampled:	6/13/11	Project Number:	110471
Project Address:	29 Heeltzer St		

Client ID	Lab ID	Sampling Location	Do not Analyze	Color	Size	Material	Friability
1	DAL 011	4315G Room #5 Bedroom	Paper	White		Dry Wall	
2	FTJ 012	157 Room #6 Bathroom		Brown		Floor Tile	
3	SVL 013	158 Room #6 Bathroom		White		Sheet Vinyl	
4	SVB 014	159 Room #6 Bathroom		White		Sheet Vinyl Buck	
5	SVL 015	160 Room #6 Bathroom		White		Sheet Vinyl	
6	SVB 016	161 Room #6 Bathroom		White		Sheet Vinyl Buck	
7	MAS 017	162 Room #6 Bathroom		Brown		Wall Mastic	
8	SVL 018	163 Room #7 Kitchen		Brown		Sheet Vinyl	
9	SVB 019	164 Room #7 Kitchen		White		Sheet Vinyl Buck	
10							

Sampled By:	Smallridge	Date:	6/13/11
Transported to:	Smallridge	Date:	6/13/11
Paradigm By:	Smallridge	Date:	6/13/11
Received By:	gc	Date:	6/24/11

Containerized materials attached to this Chain of Custody may contain Asbestos. Asbestos is a known carcinogen and should only be handled by trained and authorized personnel under regulated conditions. (Danger; May Contain Asbestos Fibers, Cancer and Lung Disease Hazard)

CHECK ONE: SURVEY BULK SAMPLES ONLY

CHECK TO AUTOMATICALLY PERFORM TEM ON NOBS or provide TEM contact name:

TOTAL NUMBER OF SAMPLES IN SURVEY: Estimated at 57



PLM & TEM BULK ASBESTOS REPORT

Client: City of Rochester
Location: 29 Hoeltzer Street

Job No: 7110-11
Page: 1 of 3

Sample Date: 6/13/2011

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	PLM Matrix Material %
SVL-020	43165	Room 7 Kitchen	Brown/White Sheet Vinyl and Backing	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVB-021	43166a	Room 7 Kitchen	Unable to Separate from Sample SVL-020	N/A	N/A	✓	N/A	N/A	N/A	N/A
SVB-021	43166b	Room 7 Kitchen	Tan Sheet Vinyl Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVL-022	43167	Room 7 Kitchen	Green Sheet Vinyl	Chrysotile 3.2%	3.2%	✓	Not Required	N/A	None Detected	96.8%
SVB-023	43168	Room 7 Kitchen	Black Sheet Vinyl Backing	None Detected	0%	✓	<1.0% Residue Remaining. TEM Not Required	N/A	None Detected	100%
SVL-024	43169	Room 7 Kitchen	Green Sheet Vinyl	Chrysotile 4.6%	4.6%	✓	Not Required	N/A	None Detected	95.4%
SVB-025	43170	Room 7 Kitchen	Black Sheet Vinyl Backing	None Detected	0%	✓	<1.0% Residue Remaining. TEM Not Required	N/A	None Detected	100%
WPL-026	43171	Room 7 Kitchen	White Wall Plaster	None Detected	0%		Not Required	N/A	None Detected	100%
WPL-027	43172	Room 7 Kitchen	Gray Wall Plaster	None Detected	0%		Not Required	N/A	None Detected	100%
CPL-028	43173	Room 7 Kitchen	White Ceiling Plaster	None Detected	0%		Not Required	N/A	None Detected	100%

NVLAP

Lab Code 200530-0
for PLM Analysis

ELAP ID No.: 10958

New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.").

✓ NOB (non-friable organically bound) Classified for Analytical Purposes Only.

denotes material analyzed by ELAP Method 198.4 and 198.6 per NYSDOH.

** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Date Analyzed: 8/19/2011

TEM Date Analyzed: 8/23/2011

Microscope: Olympus BH-2 #232953

TEM Analyst: J. Peter Donato

Analyst: D. Bell

Laboratory Results Approved By:
Asbestos Technical Director

Mary Dohr

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ENVOY

environmental consultants, inc.

57 Ambrose St, Rochester, NY 14608
585-451-1060 Fax 585-451-1062

CHAIN OF CUSTODY FOR PLM ASBESTOS ANALYSIS

OFFICE USE ONLY

Client:	City of Rock	Contact:	C. FOX
Phone Number:	428-6922	SEND ANALYTICAL DATA TO CLIENT:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Results To:	CALL Tech <input checked="" type="checkbox"/> Client <input type="checkbox"/>	Fax Number or email address:	
Client Mailing Address:	City Hall	Turn Around Time:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Immed <input type="checkbox"/>
Date Sampled:	6/13/11	Project Number:	110471
Project Location:	30 Church St	Immed:	<input type="checkbox"/>
Project Address:	29 Hebeltzer St	Job #:	7110-11
General Location:		Page:	2 of 6
		Date Logged In:	6/24/11
		Logged In By:	gc
			20f G Coc

Client ID	Lab ID	Sampling Location	Do not Analyze	Color	Size	Material	Friability
1 SWB 020	43165	Room #7 Kitchen		Brown		Sheet Vinyl	
2 SWB 021	1664	Room #7 Kitchen		White		Sheet Vinyl Bulk	
3 SWL 022	1677	Room #7 Kitchen		Green		Sheet Vinyl	
4 SWB 023	168	Room #7 Kitchen		Black		Sheet Vinyl Bulk	
5 SWL 024	169	Room #7 Kitchen		Green		Sheet Vinyl	
6 SWB 025	170	Room #7 Kitchen		Black		Sheet Vinyl Bulk	
7 WPL 026	171	Room #7 Kitchen		White		Wall Plaster	
8 WPL 027	172	Room #7 Kitchen		Grey		Wall Plaster	
9 CPL 028	173	Room #7 Kitchen		White		Ceiling Plaster	
10 CPL 029	174	Room #7 Kitchen		Grey		Ceiling Plaster	

Sampled By: SMALLRIDGE Date: 6/13/11

Transported to: SMALLRIDGE Date: 6/13/11

Paradigm By: SMALLRIDGE Date: 6/13/11

Received By: gc Date: 6/24/11

CHECK ONE: SURVEY BULK SAMPLES ONLY

CHECK TO AUTOMATICALLY PERFORM TEM ON NOBS or provide TEM contact name:

TOTAL NUMBER OF SAMPLES IN SURVEY: 10 Estimated at 57

Containerized materials attached to this Chain of Custody may contain Asbestos. Asbestos is a known carcinogen and should only be handled by trained and authorized personnel under regulated conditions. (Danger; May Contain Asbestos Fibers, Cancer and Lung Disease Hazard)



PLM & TEM BULK ASBESTOS REPORT

Client: City of Rochester
Location: 29 Hoeltzer Street

Job No: 7111-11
Page: 1 of 2

Sample Date: 6/13/2011

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	PLM Matrix Material %
MAS-030	43175	Room 7 Kitchen	Black Wall Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
MAS-031	43176	Room 7 Kitchen	Black Wall Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVL-032	43177	Room 9 Floor	Multi-Colored/ Black Sheet Vinyl and Backing	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVB-033	43178	Room 9 Floor	Unable to Separate from Sample SVL-032	N/A	N/A	✓	N/A	N/A	N/A	N/A
SVL-034	43179	Room 9 Floor	Multi-Colored/ Black Sheet Vinyl and Backing	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
SVB-035	43180	Room 9 Floor	Unable to Separate from Sample SVL-034	N/A	N/A	✓	N/A	N/A	N/A	N/A
FT1-036	43181	Room 10 Floor	White 12"x12" Floor tile	Chrysotile 6.1%	6.1%	✓	Not Required	N/A	None Detected	93.9%
FTM-037	43182	Room 10 Floor	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	0%	✓	Trace Chrysotile <1.0%	<1.0%	None Detected	100%
FT1-038	43183	Room 10 Floor	White 12"x12" Floor tile	Chrysotile 8.3%	8.3%	✓	Not Required	N/A	None Detected	91.7%
FTM-039	43184	Room 10 Floor	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%



Lab Code 200530-0
for PLM Analysis

ELAP ID No.: 10958

New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.").

✓ NOB (non-friable organically bound) Classified for Analytical Purposes Only.

denotes material analyzed by ELAP Method 198.4 and 198.6 per NYSDOH.

** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. *Quantitative transmission electron microscopy* is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Date Analyzed: 8/19/2011

TEM Date Analyzed: 8/23/2011

Microscope: Olympus BH-2 #232953

TEM Analyst: J. Peter Donato

Analyst: D. Bell

Laboratory Results Approved By:
Asbestos Technical Director

Mary Dolr

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ENVOY

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57 Ambrose St, Rockledge, NY 14608
585-451-1060 * Fax 585-451-1062

CHAIN OF CUSTODY FOR PLM ASBESTOS ANALYSIS

OFFICE USE ONLY

Client:	City of Rock	Contact:	C FOX
Phone Number:	428-6922	SEND ANALYTICAL DATA TO CLIENT:	YES <input type="checkbox"/> No <input type="checkbox"/>
Results To:	CALL Tech <input checked="" type="checkbox"/> Client <input type="checkbox"/>	Fax Number or email address:	
Date Sampled:	6/13/11	Turn Around Time:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Immed <input type="checkbox"/>
Project Address:	29 Hebeltzer St	Project Number:	110471

Job #:	7111-11
Page	2 of 2
Date Logged In:	6/24/11
Logged In By:	gc
30F Co CoC	

General Location:

Client ID	Lab ID	Sampling Location	Do not Analyze	Color	Size	Material	Friability
1 MAS 030	43175	Room #17 Kitchen		White Brick		Wall Mastic	
2 MAS 031	176	Room #17 Kitchen		White Brick		Wall Mastic	
3 SWL 032	177	Room #9 Floor		Mult		Sheet Vinyl	
4 SWB 033	178	Room #9 Floor		Black		Vinyl Back	
5 SWL 034	179	Room #9 Floor		Mult		Sheet Vinyl	
6 SWB 035	180	Room #9 Floor		Black		Vinyl Back	
7 FTI 036	181	Room #10 Floor		White		Floor Tile	
8 FTM 037	182	Room #10 Floor		Black		Mastic	
9 FTM 038	183	Room #10 Floor		White		Floor Tile	
10 FTM 039	184	Room #10 Floor		Black		Mastic	

Sampled By: SMALLWIDGE Date: 6/13/11

Transported to: SMALLWIDGE Date: 6/13/11

Received By: gc Date: 6/24/11

CHECK ONE: SURVEY BULKS ONLY

CHECK TO AUTOMATICALLY PERFORM TEM ON NOBS or provide TEM contact name:

TOTAL NUMBER OF SAMPLES IN SURVEY: Estimated at 57

Containerized materials attached to this Chain of Custody may contain Asbestos. Asbestos is a known carcinogen and should only be handled by trained and authorized personnel under regulated conditions. (Danger; May Contain Asbestos Fibers, Cancer and Lung Disease Hazard)

RFV Sample Cap - 00 2-1-11



PLM & TEM BULK ASBESTOS REPORT

Client: City of Rochester
Location: 29 Hoeltzer Street

Job No: 7113-11
Page: 1 of 2

Sample Date: 6/13/2011

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	N O B	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	PLM Matrix Material %
CTC-040	43195	Room 10 Wall	Tan Ceramic Tile Cement	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
CTC-041	43196	Room 10 Wall	Tan Ceramic Tile Cement	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
GRT-042	43197	Room 10 Wall	White Grout	None Detected	0%		Not Required	N/A	None Detected	100%
GRT-043	43198	Room 10 Wall	White Grout	None Detected	0%		Not Required	N/A	None Detected	100%
FT1-044	43199	Room 11 Floor	Red Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
FTM-045	43200	Room 11 Floor	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
FTM-046	43201	Room 11 Floor	Red Floor Tile	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
FTM-047	43202	Room 11 Floor	Black Floor Tile Mastic	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
ACT-048	43203	Room 11 Ceiling	White Fibrous 1'x1' Adhered Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 60% Cellulose 20%	20%
ACT-049	43204	Room 11 Ceiling	White Fibrous 1'x1' Adhered Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Mineral Wool 60% Cellulose 20%	20%



Lab Code 200530-0
for PLM Analysis

ELAP ID No.: 10958

New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.").

✓ NOB (non-friable organically bound) Classified for Analytical Purposes Only.

denotes material analyzed by ELAP Method 198.4 and 198.6 per NYSDOH.

** Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Date Analyzed: 8/23/2011

TEM Date Analyzed: 8/27/2011

Microscope: Olympus BH-2 #234206

TEM Analyst: M. Lochner

Analyst: B. Weinman

Laboratory Results Approved By:
Asbestos Technical Director

Mary Dohr

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ENVOY

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57 Ambrose St, Rochester, NY 14608
585-151-1060 * Fax 585-151-1062

CHAIN OF CUSTODY FOR PLM ASBESTOS ANALYSIS

OFFICE USE ONLY

Client: City of Rock

Contact: C FOX

Job #: 7113-11

Phone Number: 428-6922

SEND ANALYTICAL DATA TO CLIENT: YES No

Page 5 of 9

Results To: CALL Tech Client

Fax Number or email address:

Date Logged In: 6/12/11

Date Sampled: 6/13/11

Turn Around Time: 1 2 3 5 Immed

Logged In By: gc

Project Address: 29 Heeltzer St

Project Number: 110471

50FC6 Coc

General Location:

Client ID	Lab ID	Sampling Location	Do not Analyze	Color	Size	Material	Friability
1 CTC 040	43195	Room #10 wall	<input checked="" type="checkbox"/>	Tan		Cement	
2 CTC 041	196	Room #10 wall	<input checked="" type="checkbox"/>	Tan		Cement	
3 GRT 042	197	Room #10 wall	<input checked="" type="checkbox"/>	White		Grout	
4 GRT 043	198	Room #10 wall	<input checked="" type="checkbox"/>	White		Grout	
5 FTL 044	199	Room #10 floor	<input checked="" type="checkbox"/>	Red		Floor Tile	
6 FTM 045	200	Room #11 floor	<input checked="" type="checkbox"/>	Black		Mastic	
7 FTM 046	201	Room #11 floor	<input checked="" type="checkbox"/>	Red		Floor Tile	
8 FTM 047	202	Room #11 floor	<input checked="" type="checkbox"/>	Black		Mastic	
9 ACT 048	203	Room #11 ceiling	<input checked="" type="checkbox"/>	White	1x1	Ceiling Tile	
10 ACT 049	204	Room #11 ceiling	<input checked="" type="checkbox"/>	White	1x1	Ceiling Tile	
Sampled By: <u>Smallridge</u>		Date: <u>6/13/11</u>	CHECK ONE: SURVEY <input checked="" type="checkbox"/>		BULKS ONLY <input type="checkbox"/>		
Transported to <u>Smallridge</u>		Date: <u>6/13/11</u>	CHECK TO AUTOMATICALLY PERFORM TEM ON NOBS or provide TEM contact name:		Estimated at <u>57</u>		
Received By: <u>gc</u>		Date: <u>6/24/11</u>	TOTAL NUMBER OF SAMPLES IN SURVEY:				

Containerized materials attached to this Chain of Custody may contain Asbestos. Asbestos is a known carcinogen and should only be handled by trained and authorized personnel under regulated conditions. (Danger, May Contain Asbestos Fibers, Cancer and Lung Disease Hazard)



PLM & TEM BULK ASBESTOS REPORT

Client: **City of Rochester**
Location: 29 Hoeltzer Street

Job No: 7114-11
Page: 1 of 2

Sample Date: 6/13/2011

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers Type & Percentage	PLM Total Asbestos	NOB	TEM Asbestos Fibers Type & Percentage	TEM Total Asbestos	PLM Non-Asbestos Fibers Type & Percentage	PLM Matrix Material %
ACT-050	43205	Room 11 Partial Ceiling	Brown Fibrous 1'x1' Adhered Ceiling Tile	Inconclusive No Asbestos Detected	0%	#	None Detected	<1.0%	Cellulose 60% Mineral Wool 2%	38%
ROS-051	43206	Exterior Roof (1st Layer)	Black Roofing Shingle	Inconclusive No Asbestos Detected	0%	✓	None Detected	<1.0%	None Detected	100%
ROS-052	43207	Exterior Roof	Black Roofing Shingle	Chrysotile 4.3%	4.3%	✓	Not Required	N/A	None Detected	95.7%
ROS-053	43208	Exterior Roof (2nd Layer)	Black/Red Roofing Shingle	Chrysotile 1.1%	1.1%	✓	Not Required	N/A	None Detected	98.9%
ROS-054	43209	Exterior Roof (2nd Layer)	Black/Red Roofing Shingle	Chrysotile 1.1%	1.1%	✓	Not Required	N/A	None Detected	98.9%
WIG-055	43210	Exterior Windows	White Window Glaze	Inconclusive No Asbestos Detected	0%	✓	Anthophyllite <1.0%	<1.0%	None Detected	100%
WIG-056	43211	Exterior Windows	White Window Glaze	Inconclusive No Asbestos Detected	0%	✓	Anthophyllite <1.0%	<1.0%	None Detected	100%
TRN-057	43212	Exterior Siding	Gray Fibrous Transite	Chrysotile 57%	57%		Not Required	N/A	None Detected	43%

NVLAP
Lab Code 200530-0
for PLM Analysis

ELAP ID No.: 10958

New York State Department of Health, ELAP Method 198.1, 198.4 and 198.6 ("Polarized Light Microscopy and Transmission Electron Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples and in Non-Friable Organically Bound Bulk Samples.")

✓ NOB (non-friable organically bound) Classified for Analytical Purposes Only.

denotes material analyzed by ELAP Method 198.4 and 198.6 per NYSDOH.

** Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

PLM Date Analyzed: 8/23/2011

TEM Date Analyzed: 8/29/2011

Microscope: Olympus BH-2 #232953

TEM Analyst: J. Peter Donato

Analyst: D. Bell

Laboratory Results Approved By:
Asbestos Technical Director

Mary Dohr

Paradigm Environmental Services, Inc. is not responsible for the data supplied by an independent inspector. National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Quality control data (including 95% confidence limits and laboratory and analysts' and precision) is available upon request.

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environmental consultants, inc.

57 Ambrose St, Rochester, NY 14608
585-454-1060 Fax 585-454-1062

CHAIN OF CUSTODY FOR PLM ASBESTOS ANALYSIS

OFFICE USE ONLY

Client:	City of Rock	Contact:	C FOX
Phone Number:	428-6922	SEND ANALYTICAL DATA TO CLIENT:	YES <input type="checkbox"/> No <input type="checkbox"/>
Results To:	CALL Tech <input checked="" type="checkbox"/> Client <input type="checkbox"/>	Fax Number or email address:	
Client Mailing Address:	City Hall 30 Church St	Turn Around Time:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> Immed <input type="checkbox"/>
Date Sampled:	6/13/11	Project Number:	110471
Project Location:	29 Heeltzer St	Logged In By:	gc
Project Address:	29 Heeltzer St	Date Logged In:	6/24/11
General Location:		Page	20 of 26
		Job #:	7114-VI
		Logged In By:	gc
		Page	20 of 26
		Date Logged In:	6/24/11
		Logged In By:	gc
		Page	20 of 26
		Job #:	7114-VI

Client ID	Lab ID	Sampling Location	Do not Analyze	Color	Size	Material	Friability
1 ACT 050	43205	Room #11 Radial Ceiling		Brown	1x1	Ceiling Tile	
2 ROS 051	206	Exterior Roof (1st layer)		Black		Roof	
3 ROS 052	207	Exterior Roof		Black		Roof	
4 ROS 053	208	Exterior Roof (2nd layer)		Black/Red		Roof	
5 ROS 054	209	Exterior Roof (2nd layer)		Black/Red		Roof	
6 WIG 055	210	Exterior Windows		White		Window Glaze	
7 WIG 056	211	Exterior Windows		White		Window Glaze	
8 TRN 057	212	Exterior Siding		Grey		Transite	
9							
10							

Sampled By:	Smallridge	Date:	6/13/11
Transported to:	Smallridge	Date:	6/13/11
Paradigm By:	Smallridge	Date:	6/24/11
Received By:	gc	Date:	6/24/11

CHECK ONE: SURVEY BULK ONLY

CHECK TO AUTOMATICALLY PERFORM TEM ON NOBS or provide TEM contact name:

TOTAL NUMBER OF SAMPLES IN SURVEY: Estimated at 57

Containerized materials attached to this Chain of Custody may contain Asbestos. Asbestos is a known carcinogen and should only be handled by trained and authorized personnel under regulated conditions. (Danger; May Contain Asbestos Fibers, Cancer and Lung Disease Hazard)

Certifications

NON-OFFICIAL SPEC
DO NOT USE TO BID

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Envoy Environmental Consultants Inc.

57 Ambrose Street

Rochester, NY 14608

FILE NUMBER: 02-0527

LICENSE NUMBER: 28454

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 05/22/2013

EXPIRATION DATE: 06/30/2014

Duly Authorized Representative – Paul Mahoney

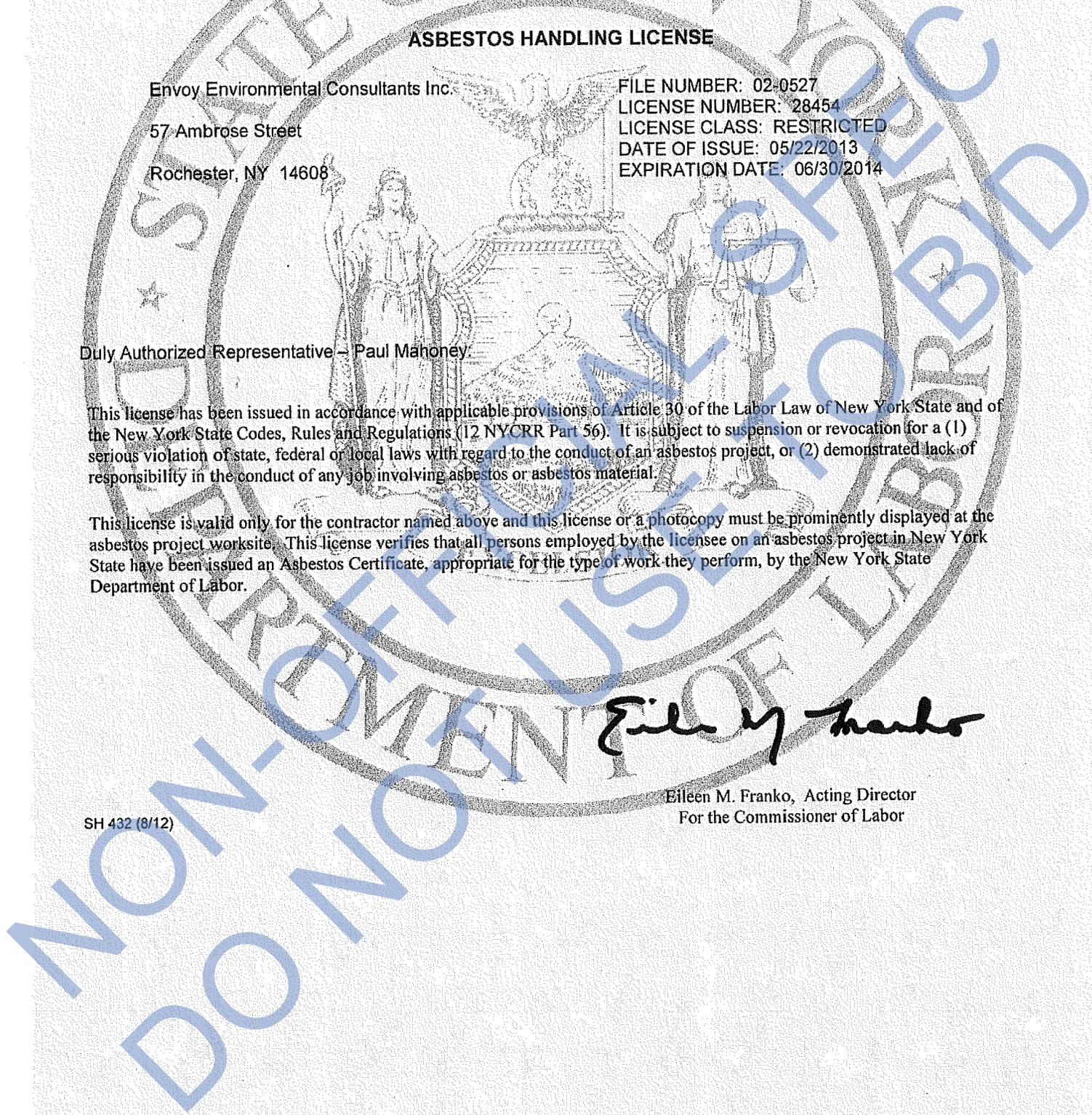
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Acting Director
For the Commissioner of Labor

SH 432 (8/12)



NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2014
Issued April 01, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. BRUCE HOOGESTEGER
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No. 10958

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	EPA 600/M4/82/020 Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 6010B
Lead in Paint	EPA 6010B

Sample Preparation Methods

APP. 14.2, HUD JUNE 1995
EPA 3050B

Serial No.: 48478

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



**National Voluntary
Laboratory Accreditation Program**



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Paradigm Environmental Services, Inc.

179 Lake Avenue

Rochester, NY 14608

Ms. Rebecca Roztocil

Phone: 585-647-2530 Fax: 585-647-3311

E-Mail: RRoztocil@paradigmenv.com

URL: <http://www.paradigmenv.com>

BULK ASBESTOS FIBER ANALYSIS (PLM)

NVLAP LAB CODE 200530-0

NVLAP Code Designation / Description

18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

2013-07-01 through 2014-06-30

Effective dates

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology

NVLAP[®]

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200530-0

Paradigm Environmental Services, Inc.
Rochester, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to Joint ISO-ILAC-IAF Communiqué dated January 2009).

2013-07-01 through 2014-06-30

Effective dates



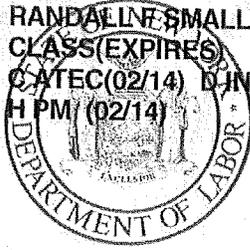
For the National Institute of Standards and Technology

W. D. MULLD

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



RANDAL L. SMALLRIDGE
CLASS (EXPIRES)
C-ATEC(02/14) D-INSP(02/14)
H-PM(02/14)



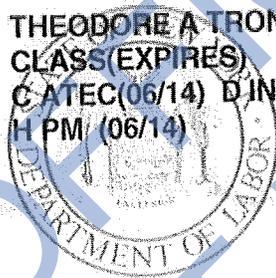
CERT# 92-04633
DMV# 721134821

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



THEODORE A. TRONNES
CLASS (EXPIRES)
C-ATEC(06/14) D-INSP(06/14)
H-PM(06/14)



CERT# 07-00223
DMV# 775062693

MUST BE CARRIED ON ASBESTOS PROJECTS

NON OFFICIAL USE TO BID SPEC



City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

CONDITIONS OF BIDDING

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

prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

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

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.
14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability

and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

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

18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

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

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

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

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

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

SPECIFICATIONS

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

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

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

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

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

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

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

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

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

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

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

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

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

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

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

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

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

36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

38. **Equal Employment Opportunities:**

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

b) Definitions:

1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

c) Compliance: The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

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

demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

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

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

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

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

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

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

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be

made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

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

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

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

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.

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

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

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

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

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

49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be

alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

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

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the

State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.

56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NOTICE TO BIDDERS

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

38. Equal Opportunities:

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

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

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

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