City of Rochester, New York



Contract Proposal Book for

**PROJNAME**

**Dnumber**

**PINnumber**

**City Project No. Projnumber**

Department of Environmental Services

Bureau of Architecture and Engineering Services

Holly E. Barrett, P.E., City Engineer

Issued:

THIS CONTRACT CONTAINS AN INCENTIVE PROGRAM

FOR EMPLOYING QUALIFIED CITY RESIDENTS

THIS IS A LOCALLY ADMINISTERED FEDERAL AID PROJECT AND CONTAINS

DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS

 **PROJECT SUMMARY**

PROJECT TITLE

Street Improvement Program

**Projname** (**Projlimit**)

**Dnumber**

**PINnumber**

**City Project No. Projnumber**

PROJECT DESCRIPTION

This Project consists of the improvements to **Projname**, between **Projlimit**.

The scope of the work consists of

PROJECT DESIGN

City of Rochester, New York

Department of Environmental Services

Bureau of Architecture and Engineering

CONTRACT TYPE

This is a LUMP SUM contract.

CONTRACT DOCUMENTS

A. *City of Rochester Standard Construction Contract Documents, November 1, 1991 Edition*

B. *NYSDOT Standard Specifications (US Customary Units),*

C. Contract Proposal Book for **Projname**

D. Contract Proposal Forms for **Projname**

E. Contract Drawings 1 thru

WORK BY OTHERS

The intent of the “WORK BY OTHERS” portion of the Project Summary section is to advise the prospective Bidder of any anticipated work to be done by others for informational and coordination purposes. The information is furnished solely for the convenience of the Contractor, without any warranty expressed or implied as to its accuracy or completeness.

No other work is anticipated at this time.

 **TABLE OF CONTENTS**

PAGE

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS SIB‑1 thru SIB-00

PROPOSAL P-1 thru P-00

AGREEMENT, BONDS AND INSURANCE FORMS A-1 thru A-00

SUPPLEMENTARY LAWS AND REGULATIONS SLR‑1 thru SLR-00

SUPPLEMENTARY TERMS AND CONDITIONS STC‑1 thru STC-00

SPECIAL NOTES SN‑1 thru SN-00

SUPPLEMENTARY SPECIFICATIONS SS‑1 thru SS-00

**SUPPLEMENTARY**

 **INSTRUCTIONS TO BIDDERS**

PAGE

A. RECENT CHANGES TO THE CONTRACT DOCUMENTS SIB‑1

B. PROJECT SPECIFIC INFORMATION

1. Pre-Bid Conference SIB‑2

2. Time and Location of Bid Opening SIB‑2

3. Incentive Program for Employing Qualified City Residents SIB‑2

4. Start and Completion of the Work SIB‑2

C. MODIFICATIONS TO THE INSTRUCTIONS TO BIDDERS

SIB 1. Charge or Deposit Required SIB‑3

SIB 2. Qualifications of Bidders SIB‑3

SIB 3. Inspections and Review of Contract Documents before Submitting Bid SIB‑4

SIB 5. Requirements for Bid Deposit SIB‑5

SIB 9. Requirements for Preparation and Submission of Bids SIB‑5

SIB 11. Owner’s Discretion to Accept, Reject, or Waive Bid SIB‑6

SIB 12. Basis of Award SIB‑6

SIB 14. Execution of the Agreement SIB‑6

SIB 15. Incentive Program for Public Works Contracts SIB‑7

SIB 16. Iran Divestment Act SIB‑7

SIB 17. NYS Freedom of Information Law (FOIL) SIB‑8

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

These Supplementary Instructions to Bidders amend or supplement the Instructions to Bidders of the City of Rochester Standard Construction Contract Documents and other provisions of the City’s Contract Documents as are indicated below. All provisions which are not so amended remain in full force and effect.

**A. RECENT CHANGES TO THE CONTRACT DOCUMENTS**

The following is a brief recap of the major changes that have been made to the Contract Documents:

* **Revised** SLR-21 of the Supplementary Laws and Regulations Section to update the link for to the New York State Department of Labor for obtaining the prevailing wage rate schedule (1/1/2021)
* **Added** Special Note SN-21 for requirements for fiber optic installations to Special Notes section (1/1/2021)
* **Added** Special Notes SN-22 thru SN-25 for requirements for work adjacent to CSX railroad right-of-way to Special Notes section (1/1/2021)

**An incomplete bid package that is missing the required forms will be declared informal and will not be considered for award. No required apprenticeship material will be accepted after Bids have been opened.**

The Bidder should familiarize themselves not only with these major changes, but also should thoroughly review all of the Contract Documents as other minor changes may also have been made that are not specifically noted herein. The Bidder is to comply not only with these new requirements, but with all of the other requirements that are listed within the Contract Documents.

B. PROJECT SPECIFIC INFORMATION

**1. Pre-Bid Conference**

A pre-bid conference will be held on **at in Room** , City Hall, 30 Church Street, Rochester, New York 14614.

All Bidders are urged to attend so that their bid is not rejected due to lack of adequate documentation. Any statements made at the pre-bid meeting do not constitute changes in the Contract Documents. Amendments to the Contract Documents can only be accomplished by means of addenda issued by the City Engineer.

**2. Time and Location of Bid Opening**

Sealed Proposals for the following improvement:

**Projname** (**Projlimit**)

**Dnumber**

**PINnumber**

**City Project No. Projnumber**

endorsed with the name of the Bidder and stating the Bidder’s address must be received by the Office of the Purchasing Agent, City Hall Room 105-A, 30 Church Street, Rochester, NY 14614 prior to the Bid opening. The Bid opening is scheduled at **local time on** , at City Hall, 30 Church Street, Rochester, NY, at which time and place all Bids will be publicly opened, read and recorded. When the Bidder submits their Bid, the Purchasing Office will inform the Bidder of the room location where the Bids will be opened.

**3. Incentive Program for Employing Qualified City Residents**

Indicate on the form “Compliance with City of Rochester Specifications” of the Proposal if you expect to submit an application for the incentive program payment after the project is completed. Checking the box (indicating yes) on the form does not obligate the Bidder to submit an application for payment, but will be used by the City to budget for this additional cost.

**4. Start and Completion of the Work**

The Contractor will start the work within ten (10) days of receipt of the written Notice to Proceed as issued by the City Engineer.

The Contractor shall complete the work within **XXX (000)** calendar days from the date the Notice to Proceed was issued less the number of days by which one (1) or more of the following submittals are overdue: Completed D/M/WBE Utilization Forms; performance and payment bonds required by Article 4.1.2 of the General Terms and Conditions; and certificates of insurance required by Article 4.2 of the General Terms and Conditions, and Section 13.3 of the Supplementary Terms and Conditions.

C. MODIFICATIONS TO THE INSTRUCTIONS TO BIDDERS

**SIB-1. Charge or Deposit Required**

**Delete** the first sentence of Subsection 1 Charge or Deposit Required in its entirety, and **Replace** with the following:

A charge of sixty dollars ($60.00) shall be made to the Bidder for each set of hard copies of the Bid documents for this Project that are picked-up from Purchasing.

No charge will be required for Bid documents that are downloaded through the City’s electronic bid service – BidNet - Empire State Purchasing Group – City of Rochester.

**SIB 2. Qualifications of Bidders**

**Add** the following at the end of Subsection 2 Qualifications of Bidders:

Upon request by the City of Rochester (City Engineer or Purchasing Agent), Bidders will be required to fill out a Confidential Questionnaire - Statement of Bidder’s Qualifications. The Confidential Questionnaire is not attached to the Proposal as stated in Subsection 2. Qualifications of Bidders of the Instruction to Bidders in the *City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition.*

In the event that the City shall require certified supporting data regarding the qualifications of the Bidder in order to determine whether the Bidder is a responsible Bidder, the Bidder will be required to complete and furnish a Confidential Questionnaire within forty-eight (48) hours of the request by the City Engineer or Purchasing Agent. On the Confidential Questionnaire the Bidder will be required to list:

a. The Bidder’s performance record;

b. The address and description of the Bidder’s plant and place of business, principals of the firm and detailed account of work committed;

c. An itemized list of equipment in inventory. Such list shall include the age and condition of the equipment;

d. Dollar value of the largest contract that the Bidder has been awarded and completed within the last 5 years;

e. Description of other contract work the Bidder is engaged in at present time;

f. Manner in which the Bidder inspected this Project;

g. Names and experience of personnel responsible for field work on this Project;

h. Description and dollar value of work to be performed on site with the Bidder’s forces;

i. Number of the Bidder’s workers to be assigned to this Project;

j. Name of the Bidder’s bonding company;

k. Description and dollar value of work to be sublet;

l. A description of any similar projects which the Bidder has constructed in a satisfactory manner and other pertinent information;

m. Type of equipment to be rented for this Project.

The City Engineer or Purchasing Agent may also request the Bidder to furnish within forty-eight (48) hours a certified or authenticated financial statement, dated within thirty (30) days prior to the opening of bids. The City may require that any items be further verified. The Bidder agrees to permit the City to verify the line of credit extended to the Bidder by banks or other financial institutions. The City may also use the services of a national mercantile agency such as Dunn & Bradstreet, Inc, in checking financial responsibility. The Bidder agrees further that the City will incur no liability as a result of this procedure. A copy of the Confidential Questionnaire is available in the City of Rochester Purchasing Office, City Hall.

**SIB 3. Inspections and Review of Contract Documents before Submitting Bid**

**Add** the following at the end of Subsection 3 Inspections and Review of Contract Documents Before Submitting Bid:

The following Contract Documents shall be components of the Agreement between the City of Rochester and the Contractor:

a. *The City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition*:

1. Instructions on the Use of the Standard Construction Contract Documents (pages IN-1 thru IN-3)

2. Instructions to Bidders (pages IB-1 thru IB-6)

3. Bonds and Insurance Forms (pages BI-1 thru BI-10)

4. Laws and Regulations (pages LR-1 thru LR-7)

5. General Terms and Conditions (pages GC-1 thru GC-55)

6. Specifications (pages S-1 thru S-266)

7. Details (No.R206-1 thru R917-3)

b. *NYSDOT Standard Specifications (US Customary Units)* latest edition, specifications as referenced.

c. Notice to Bidders (Advertisement)

d. The Contract Proposal Book:

1. Project Summary

2. Supplementary Instructions to Bidders (pages SIB-1 thru SIB-00)

3. Proposal (pages P-1 thru P-00)

4. Agreement, Bonds and Insurance Forms (pages A-1 thru A-00)

5. Supplementary Laws and Regulations (pages SLR-1 thru SLR-00)

6. Supplementary Terms and Conditions (pages STC-1 thru STC-00)

7. Special Notes (pages SN-1 thru SN-00)

8. Supplementary Specifications (pages SS-1 thru SS-00)

e. Additional Contract Documents:

1. Drawings (number 1 thru 00)

2. Addenda (as issued)

3. Any Change Orders Issued after execution of this Agreement

*The City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition* is issued separately in a bound volume. Copies of this book can be purchased from the City of Rochester Purchasing Office, City Hall, for $25.00.

Certain Supplementary Specifications may make reference to *NYSDOT Standard Specifications (US Customary Units)* latest edition. Copies of this book may be obtained by contacting NYSDOT Plan and Publication Sales, (518) 457-2124.

The Water Bureau maintains a list of pre-approved materials for use on all construction projects*.* It is recommended that the Bidder obtain a copy of this list before preparing and submitting a bid. Copies of this list may be obtained either by calling the Water Bureau, at (585) 428-7567, or on the City of Rochester’s website at [***http://www.cityofrochester.gov/waterdocuments***](http://www.cityofrochester.gov/waterdocuments).

Any conflicts or questions between these documents are to be identified by the Bidder at the pre-bid meeting.

**SIB 5. Requirements for Bid Deposit**

**Add** the following after the first paragraph of Subsection 5 Requirements for Bid Deposit:

A Bid Deposit will not be required for bids less than $100,000 unless specified in the bid documents.

**SIB 9. Requirements for Preparation and Submission of Bids**

**Delete** the fourth paragraph of Subsection 9 Requirements for Preparation and Submission of Bids in its entirety, and **Replace** with the following:

Bid proposals for this bid Project must be submitted in a marked sealed envelope, with the name and address of the Bidder, the Project name and number, and the opening date and time marked on the face of the envelope. The sealed envelope is to include a signed original hard copy of the complete Proposal, required bid bond, addenda, any support documentation required, and all other required forms. Bid proposals must be delivered to and received by the Purchasing Agent at the Bureau of Purchasing, Room 105-A, City Hall, Rochester, New York 14614 by the closing date and time specified in the Invitation to Bid, or as established by any addenda.

Electronic bids submitted through BidNet or any other form of bid other than a hard copy of the provided forms, will not be accepted.

**Add** the following after the fifth paragraph of Subsection 9 Requirements for Preparation and Submission of Bids:

Submitwith the Proposal, a signed copy of the form *Certification Pursuant to Section 103-g of the New York State General Municipal Law* found in the Proposal. All Bidders are required to sign the form and submit it with the bid documents. Failure to submit a signed form may result in the bid being rejected.

**Add** the following after the seventh paragraph of Subsection 9 Requirements for Preparation and Submission of Bids:

No Bidder will be allowed to set a bid price in an increment of less than one hundredth of a dollar ($0.01). Bidders must assign a bid price to the nearest penny. Submission of a bid price in an increment of less than one hundredth of a dollar ($0.01) will result in that increment being dropped from the bid price and the total cost for that bid price recalculated, and the subtotal and total base bids adjusted accordingly. Figures will not be rounded up or down. For example, a bid price submission of $1.759 will be considered a bid price of $1.75.

**SIB 11. Owner’s Discretion to Accept, Reject, or Waive Bid**

**Add** the following under paragraph 3 of Subsection 11 Owner’s Discretion to Accept, Reject, or Waive Bid:

J. Failure to submit a signed copy of the form *Certification Pursuant to Section 103-g of the New York State General Municipal Law*. See subsection SIB 16 Iran Divestment Act and Proposal.

**SIB 12. Basis of Award**

**Delete** Subsection 12 Basis of Award in its entirety, and **Replace** with the following:

The contract will be awarded to the lowest responsible Bidder complying with all of the provisions of the Instructions to Bidders and the Supplementary Instructions to Bidders.

The City may conduct such investigations as it may deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, in accordance with the Contract Documents to the City’s satisfaction within the prescribed time.

**Add** the following new subsections after Subsection 13 Notice of Award:

**SIB 14. Execution of the Agreement**

The successful Bidder shall be required to execute an agreement upon award of the contract. This agreement provides specific information and highlights contract requirements in the General Terms and Conditions of the *City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition*. The following articles are included in this agreement:

* Article 1. Scope of Work
* Article 2. City Engineer, Design Professional, Project Manager (responsibilities of in

accordance with Article 9)

* Article 3. Contract Time
* Article 4. Liquidated Damages (in accordance with Article 10.4)
* Article 5. Contract Price
* Article 6. Payment Procedures (in accordance with Article 13)
* Article 7. Final Payment (in accordance with Article 14)
* Article 8. Availability of Funds (in accordance with Article 15)
* Article 9. Contractor’s Representations (in accordance with Article 9)
* Article 10. Accounting Records (the Contractor shall maintain accounting records in

accordance with Article 6.10)

* Article 11. Contract Documents (the Contract Documents that comprise the Agreement shall

be the same as those stated under SIB 3.d and SIB 3.e with addenda as issued)

* Article 12. Miscellaneous (terms used in this agreement shall have the meaning as defined

in Article 1.1)

A Performance Bond and Payment Bond shall be submitted in accordance with Article 4 Bonds and Insurance of the General Terms and Conditions, and as revised under the Supplementary Terms and Conditions section. Samples of the City forms are available in the *City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition.* Performance and Payment bonds will not be required for contracts less than $100,000 unless specified in the bid documents.

A Certificate of Insurance shall be submitted in accordance with Article 4 Bonds and Insurance of the General Terms and Conditions, and as revised under the Supplementary Terms and Conditions section. A sample of the Certificate of Insurance Form is in the *City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition.*

**SIB 15. Incentive Program for Public Works Contracts**

The City of Rochester provides an Incentive Program for hiring qualified City residents for public works contracts for which the final contract price is for an amount of $50,000 or more. The Contractor may apply for a monetary incentive payment of twenty percent (20%) of the gross payroll paid to qualified City residents, provided that that ten percent (10%) or more of the gross payroll for the Project was paid to qualified City residents. Qualified City residents are those who live in certain ZIP codes. Prime Contractors and first tier Subcontractors may apply for the incentive payments. The Incentive Program is described in detail under Subsection SLR 18 Incentive Program for Public Works Contracts of the Supplementary Laws and Regulations.

**SIB 16. Iran Divestment Act**

The Iran Divestment Act of 2012 was signed into law on January 13, 2012 and is codified at State Finance Law (SFL) 165-a, and General Municipal Law (GML) Section 103-G. On July 17, 2012, Chapter 106 of the laws of 2012 was signed into law, extending the Iran Divestment Act to State and local public authorities.

The Iran Divestment Act, with certain exceptions, prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran. To implement the law, each Bidder is required to certify at the time it submits its bid that it is not on the list of entities engaged in investment activities in Iran. The list of entities determined to be non-responsive Bidders is maintained by the Commissioner of the NYS Office of General Services pursuant to State Finance Law. If a Bidder is on the list, the City will be able to award the contract to that Bidder only in situations where the Bidder is taking steps to cease its investments in Iran or where the Bidder is a necessary sole source.

**SIB 17. NYS Freedom of Information Law (FOIL)**

Bids and all materials submitted with the bid shall become the property of the City and shall be subject to the NYS Freedom of Information Law. If any proprietary information is submitted with the bid, it must be clearly identified and a request to keep such information confidential and the justification for doing so must be submitted with the bid. The City reserves the right to determine whether or not to honor that request in whole or in part based upon requirements of the law.

 **PROPOSAL**

**Dnumber**

**PROJNAME**

**PINnumber**

**City Project No. Projnumber**

**Issued:**

**THIS CONTRACT CONTAINS AN INCENTIVE PROGRAM**

**FOR EMPLOYING QUALIFIED CITY RESIDENTS**

**PROPOSAL TO**

**THE CITY OF ROCHESTER**

**CITY HALL, 30 CHURCH STREET**

**ROCHESTER, NEW YORK l4614**

For Construction of: **Projname**

**Dnumber**

**PINnumber**

**City Project No. Projnumber**

To the Purchasing Agent of the City of Rochester:

The Bidder affirms and declares:

1. The Bidder is the only one interested in this bid; and no person, firm, or corporation other than herein named has any interest in this bid, or in the Agreement proposed to be taken.

2. This bid is made without any connection with any other person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

3. No officer or employee or person whose salary is payable in whole or in part from the City of Rochester’s treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The Bidder is not in arrears to the City of Rochester, New York, or any other public agency upon any debt or contract, and is not defaulter, as Surety or otherwise, upon any obligation to the City of Rochester, New York, or any other public agency.

5. The Bidder has visited and examined the site of the work and has carefully examined the Contract Documents and is satisfied as to all the quantities and conditions and understands that in signing this Proposal the Bidder waives all rights to pleading any misunderstanding regarding the same.

6. The Bidder will provide, furnish and deliver all work, materials, supplies, tools, equipment, transportation necessary or required for this Project, all in strict conformity with the Contract Documents and in accordance with the prices entered by the Bidder on the attached Proposal form.

7. In a unit price Agreement, the Bidder will accept the unit bid prices in compensation for any additions or deductions caused by variations in quantities due to more accurate measurement or by any change or alterations in the Contract Documents.

8. The Bidder is aware that all interpretations of the Contract Documents are made by means of written addenda. Any objection arising out of an addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any addenda or to attend the reading of the bids will not relieve such Bidder from any obligation under the bid as submitted, including such addenda.

9. The Bidder will execute the Agreement and furnish the necessary bonds and insurance certificates within ten (10) days after written notice of the award of the contract, or forfeit the bid deposit in partial satisfaction of damages.

10. The Bidder will complete the work within the number of calendar days or by the date specified in the Supplementary Instructions to Bidders.

11. The Bidder will comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions during the submission of bids and performance of the work including the following:

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

A. The contract resulting from this bid shall be subject to the requirements of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, State Finance Law (SFL) Section 165-a and New York General Municipal Law Section 103-g both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) is responsible for developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). The Prohibited Entities List as required by SFL Section 165-a (3) (b) is found on the OGS web site at [***http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf***](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf).

B. 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law.”

C. Any Bidder/Contractor seeking to renew or extend this contract or assume the responsibility of the contract awarded in response to this bid solicitation must certify at the time the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

D. During the term of the contract or any extension, should the City receive information that the Contractor is in violation of the above referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that the person or entity has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Contractor in default.

E. The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

**Certification Pursuant to Section 103-g**

**Of the New York State**

**General Municipal Law**

**IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any Subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

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 Date Company Name

**Federal Requirements**

In accordance with Chapter 12, Appendix 12-1 Construction Contract Requirements of the Supplementary Laws and Regulations section of the Contract Proposal Book, where the City uses NYSDOT Standard Specifications, the Contractor must be prepared to comply with and sign and/or attest to the following:

 □ **Iran Divestment Act** See page P-3 of the Proposal section.

 ***Complete form, sign and return with the Bid***

 Check here and sign below to attest to compliance.

 □ **Certification for Federal Aid Contracts** See page P-6 of the Proposal section.

 Check here and sign below to attest to compliance.

 □ **Disclosure of Lobbying Activities** See pages P-7 through P-10 of the Proposal section.

 ***Complete forms, sign and return with the Bid***

 Check here and sign below to attest to compliance.

 □ **Non-Collusive Bidding Certification** See pages P-11 through P-15 of the Proposal section.

This format provides a single signature page for the Bidder to sign with all requirements listed. The Bidder must also complete and submit the Non-Collusive Bidding Certification.

 ***Complete forms, sign and return with the Bid***

 Check here and sign below to attest to compliance.

 □ **U.S. Department of Transportation Hotline Information** See page P-16 of the Proposal section.

 Check here and sign below to attest to compliance.

 □ **Equal Employment Opportunity Requirements** See Section 102-11 of the NYSDOT Standard Specifications.

 Check here and sign below to attest to compliance.

 □ **FHWA-1273 Required Contract Provisions** See Appendix 12-1.17 through 12-1.39 of the Supplementary Laws and Regulations section.

 Check here and sign below to attest to compliance.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Company Name

**COMPLIANCE WITH CITY OF ROCHESTER SPECIFICATIONS**

In accordance with Chapter 12, Appendix 12-2 Additional Construction Contract Requirements of the Supplementary Laws and Regulations section of the Contract Proposal Book, where the City of Rochester uses its own standard/supplementary specifications, the Contractor must be prepared to comply with and sign and/or attest to the following:

 □ **Prevailing Wages, Convict Labor and Material Provisions** See Appendix 12-2.45 through 12-2.46 of the Supplementary Laws and Regulations section.

 Check here and sign below to attest to compliance.

 □ **Buy America Provisions** Waivers to this provision must be approved by FHWA. Supporting documentation requesting a waiver should be submitted to the RLPL for FHWA approval. See Appendix 12-2.47 through 12-2.48 of the Supplementary Laws and Regulations section.

 Check here and sign below to attest to compliance.

 □ **Disadvantaged Business Enterprise Utilization Provisions** See Section 102-12 of the NYSDOT Standard Specifications, and pages P-20 through P-20 of the Proposal section.

 ***Complete page P-20, and forms AAP 10LL and AAP 19LL on pages P-23 and P-24, sign and return with the Bid***

 Check here and sign below to attest to compliance.

 □ **Special Training Provisions** See Appendix 12-2.50 through 12-2.57 of the Supplementary Laws and Regulations section.

 Check here and sign below to attest to compliance.

 □ **Changed Conditions, Dispute Resolution and Disputed Work Provisions** Sponsors (City of Rochester) may use either NYSDOT approved changed conditions/dispute resolution language or changed conditions language approved by the FHWA. See Appendix 12-2.58 through 12-2.79 of the Supplementary Laws and Regulations section.

 Check here and sign below to attest to compliance.

 □ **Incentive Program for Public Works Contracts** See SLR 18 of the Supplementary Laws and Regulations section.

 Check here if the Bidder expects to apply for the Incentive Program Payments upon completion of the Project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Company Name

**CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000.00 and that such subrecipients shall certify and disclose accordingly.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

|  |  |  |
| --- | --- | --- |
| **1. Type of Federal Action:** | **2. Status of Federal Action:** | **3. Report Type:** |
|  | a. contract |  |  | a. bid/offer/application |  |  | a. initial filing |
| b. grantc. cooperative agreementd. loan | b. initial awardc. post-award | b. material change**For Material Change Only:**year quarter |
| e. loan guarantee |  | date of last report |
| f. loan insurance |  |  |
| **4. Name and Address of Reporting Entity:**❑ **Prime** ❑ **Subawardee**Tier , *if known:* | **5. If Reporting Entity in No. 4 is a Subawardee, Enter Name****and Address of Prime:** |
| **Congressional District,** *if known:* | **Congressional District,** *if known:* |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:** |
|  | CFDA Number, *if applicable:* |
|  |  |
| **8. Federal Action Number,** *if known:* | **9. Award Amount,** *if known:* |
|  | *$* |
| **10. a. Name and Address of Lobbying Registrant***(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if**different from No. 10a)**(last name, first name, Ml):* |
| Information requested through this form is authorized by title 31 U.S.C. section**11.** 1352. This disclosure of lobbying activities is a material representation of factupon which reliance was placed by the tier above when this transaction was madeor entered into. This disclosure is required pursuant to 31 U.S.C. 1352. Thisinformation will be available for public inspection. Any person who fails to file therequired disclosure shall be subject to a civil penalty of not less than $10.000 andnot more than $100.000 for each such failure. | Signature: |
| Print Name: |
| Title: |
| Telephone No.: Date: |
|  |
| **Federal Use Only:** | Authorized for Local ReproductionStandard Form LLL (Rev. 7-97) |

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by OMB

Continuation Sheet 0348-0046

Reporting Entity: Page Of

 Authorized for Local Reproduction - Standard Form LLL

**NON-COLLUSIVE BIDDING CERTIFICATIONS**

**REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW**

A. Every bid herein made to the City of Rochester, the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed, or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

Non-collusive Bidding Certification.

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

(i) 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;

(ii) 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 by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(iii) No attempt has been made 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.

(2) A bid shall not be considered for award nor shall any award be made where (1) (i) (ii) and (iii) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Where (1) (i) (ii) and (iii) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the City of Rochester to which the bid is made, or the designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder: (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph A (1).

B. Any bid hereafter made to the City of Rochester, the state or any public department, agency, or official thereof, by a corporate Bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to herein, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the bid, and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

(A) 2

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

**REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29**

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

**THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:**

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d

2. TITLE 49, CFR, PART 29

3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;

2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;

3. Certification of Specialty Items category selected, if contained in this proposal;

4. Certification of any other clauses required by this proposal and contained herein;

5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Legal Name of Person, Corporation, or Firm Which Date

 is Submitting Bid or Proposal)

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Person Representing Above)

AS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, if a Corporation)

STATE OF NEW YORK )

 ) SS:

COUNTY OF )

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ , before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK )

 ) SS:

COUNTY OF )

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, consisting of himself/ herself and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the uses and purposes mentioned herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK )

 ) SS:

COUNTY OF )

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_,

before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street or P. O. Box No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip

Federal Identification No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Bidder is a Corporation:

President's Name & Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary's Name & Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Treasurer's Name & Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Bidder is a Partnership:

Partner's Name & Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner's Name & Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,**

**MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., Contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

**INSERT**

**SPECIFIC DESCRIPTION OF THE WORK**

**OR**

**LIST OF VALUES**

**STARTING HERE**

The undersigned proposes to complete:

PROJECT TITLE: **Projname**

PROJECT NUMBER: **Dnumber / PINnumber / City Project No. Projnumber**

in accordance with the *City of Rochester Standard Construction Contract Documents, November 1, 1991 Edition* and the Contract Proposal Book for this Project for the LUMP SUM price shown in this Proposal.

 WRITTEN FIGURES

**TOTAL BASE BID**

 $

I, the undersigned Bidder, acknowledge and accept that this contract contains DBE Goals in the amounts specified in these Contract Documents. In particular I, the undersigned Bidder, affirm that I have read and understand the DBE requirements which are outlined in Chapter 12, Appendix 12-2 Additional Contract Requirements which is contained in the Contract Documents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL NAME OF PERSON, FIRM OR CORPORATION

SIGNED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P. O. ADDRESS OF BIDDER: CORPORATE SEAL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STREET

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY AND STATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE NUMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PROJECT MANAGER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-MAIL ADDRESS

**BID BOND**

Bond Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and authorized to do business in the State of New York, as Surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Obligee, in the full and just sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ( $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ), lawfully money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the said Principal is herewith submitting its Proposal.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney-in Fact

**FEDERAL AID PROJECT**

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

Disadvantaged Business Enterprise Utilization Goal \_\_\_\_\_\_\_\_

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation

Office of Civil Rights

50 Wolf Road

POD 6-2

Albany, NY 12232

(518) 457-1128 or 457-1129

**Disadvantaged Business Enterprise Officer**

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise (DBE) Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name, Title)

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Disadvantaged Business Enterprise (DBE)**

**Requirements**

1. REQUIREMENTS. State and Federal funding regulations require the utilization of Disadvantaged Business Enterprise (DBE) Subcontractors. The specific utilization goal for this contract is shown on a separate page of the bid. The DBE requirements for this contract are specified in NYSDOT Contract Administration Manual §102-12, incorporated herein, and additional requirements listed below.
2. FORMS. The DBE goal, commitment, tracking and utilization forms required for this contract are provided in the specifications. Certain forms listed below MUST be completed and provided **WITH** the Bid. Other forms must be provided at the times specified. At this time, the City of Rochester requires that all forms be provided as paper documents. However, for forms not required to be submitted with the bid, if the prime Contractor and Subcontractors utilize Equitable Business Opportunities (EBO) civil rights reporting software for administering this contract, the City reserves the right to negotiate a method acceptable to the City to allow the prime to supply the information required by this contract that is entered into EBO in a manner acceptable to the City and is efficient for the prime.
3. **SUBMITTALS WITH THE BID PROPOSAL. The following forms MUST be completed and submitted WITH THE BID. This requirement supersedes language in the NYSDOT Contract Administration Manual §102-12. The City reserves the right to reject the Bidder's submittal as non- responsive if the Bidder fails to submit these forms properly completed with the bid:**
	* **AAP 10LL- DBE Solicitation log**
	* **AAP 19LL- Federal-Aid Project Disadvantage Business Enterprise Schedule of Utilization**
4. SUBMITTALS AFTER THE BID OPENING. The apparent lowest responsive and responsible Bidder is required to provide the following forms to the City's M/WBE Officer within seven (7) calendar days after the bid opening.
	* AAPHC 20LL - DBE Utilization Worksheet/Approval to Subcontract ( for each DBE Subcontractor)
	* AAP 22LL - Pre-Award DBE Material Supplier Commitment Information (if part of DBE Utilization Plan)
	* AAP 23LL - Pre-Award DBE Trucking Commitment Information (if part of DBE Utilization Plan)

The following form must be supplied for the prime and each Subcontractor that does not have a current CCA-2 on file with the State and/or City. The form must be provided within seven (7) calendar days of request.

* + CCA-2 New York State Vendor Responsibility Questionnaire For Profit Construction
1. SUBMITTALS DURING THE CONTRACT. The Contractor must report Subcontractor payments during the contract term on reporting forms(s) required by NYSDOT and/or the Sponsor.
2. ENFORCEMENT. If the Bidder fails to comply with these DBE requirements at any time before award of contract, the City reserves the right to declare the Bidder non-responsive and reject their bid from consideration for award. If, after award of contract, the Contractor fails to comply with these DBE requirements, the City reserves the right to declare the Contractor in default of the contract.

NYSDOT DBE REQUIRED

FORMS

The following is a list of forms that must be submitted to meet the DBE requirements of this contract. The City reserves the right to require additional documentation to verify compliance with the DBE requirements of this contract.

**MUST BE PROPERLY COMPLETED AND SUBMITTED WITH THE BID:**

* **AAP 10LL - DBE Solicitation log**
* **AAP 19LL - Federal-Aid Project Disadvantage Business Enterprise Schedule of Utilization**

**These forms are attached. COMPLETE, SIGN AND RETURN WITH BID**

MUST BE SUBMITTED BY THE APPARENT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WITHIN SEVEN (7) CALENDAR DAYS AFTER THE BID OPENING:

* AAPHC 20LL - DBE Utilization Worksheet for each DBE Subcontractor
* AAP 22LL - Pre-Award DBE Material Supplier Commitment Information (if part of DBE Utilization Plan)
* AAP 23LL - Pre-Award DBE Trucking Commitment Information (if part of DBE Utilization Plan)

MUST BE SUBMITTED WITHIN SEVEN (7) DAYS OF REQUEST:

* CCA-2 New York State Vendor Responsibility Questionnaire For Profit Construction

MUST BE SUBMITTED DURING THE TERM OF THE CONTRACT TO ENSURE COMPLIANCE:

* Reporting form(s) required by NYSDOT and/or the Sponsor

The forms may be obtained electronically at the NYSDOT web page at [*https://www.dot.ny.gov/portal/page/portal/plafap/view-docum.ent?id=1423*.](http://www.dot.ny.gov/portal/page/portal/plafap/view-docum.ent?id=1423)







**AGREEMENT**

**BONDS**

**AND**

 **INSURANCE FORMS**

**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, by and between the City of Rochester, New York, a municipal corporation, hereinafter referred to as the “City”, and \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; a partnership; or an individual d/b/a/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the “Contractor”.

WITNESSETH, that the City and the Contractor, for the consideration hereafter names, agree as follows:

**ARTICLE 1. SCOPE OF WORK**

 The Contractor hereby agrees to perform all work in accordance with the *NYSDOT Standard Specifications (US Customary Units),* , *City of Rochester Standard Construction Contract Documents, November 1, 1991,* and Contract Documents issued , and addenda thereto, all which are a part of this Agreement whether or not attached.

 The work is generally described as follows:

PROJECT NUMBER: **Dnumber / PINnumber / City Project No. Projnumber**

PROJECT TITLE: **Projname**

CONTRACT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 2. CITY ENGINEER, DESIGN PROFESSIONAL, PROJECT MANAGER**

 The City Engineer is the agent of the City and has ultimate responsibility for the Project as provided in the Standard Construction Contract Documents.

 The Project was designed by City of Rochester, New York, Department of Environmental Services, Bureau of Architecture and Engineering,

 The Project Manager is the representative of the City Engineer, and will assume all duties and responsibilities and will have the rights and authority assigned to the Project Manager in the Standard Construction Contract Documents in connection with completion of the work in accordance with the Contract Documents. The City Engineer will appoint the Project Manager prior to the start of construction.

**ARTICLE 3. CONTRACT TIME**

 The Contractor agrees that the work will be started within ten (10) days of the receipt of the written Notice to Proceed issued by the City Engineer.

 The Contractor agrees that the work will be completed within the number of calendar days or by the date specified in the Supplementary Instructions to Bidders.

**ARTICLE 4. LIQUIDATED DAMAGES**

 The City and the Contractor recognize that time is of the essence and that prompt completion of the work is a matter of public importance. Therefore, if the work is not completed in the number of days or by the date specified in the Supplementary Instructions to Bidders, plus any extension granted in accordance with Section 10.3 of the General Terms and Conditions, the Contractor agrees to pay liquidated damages to the City as specified in the table in Paragraph 10.4.1 of the General Terms and Conditions.

**ARTICLE 5. CONTRACT PRICE**

 The City will pay the Contractor for all of the Work required by the Contract documents the LUMP SUM amount of $\_\_\_\_\_\_\_\_\_\_ adjusted by any changes as provided in Section 10.2 of the General Terms and Conditions.

**ARTICLE 6. PAYMENT PROCEDURES**

 The Contractor shall have the right to submit an application for progress payment each month as provided in Section 13.1 of the General Terms and Conditions. Applications for progress payments will be processed by the Project Manager as provided in Section 13.3 of the General Terms and Conditions.

 All progress payments will be based on the actual units completed and the unit prices submitted in the Proposal.

**ARTICLE 7. FINAL PAYMENT**

 Upon written notification by the Contractor and verification by the City Engineer that the remaining deficiencies of the work have been remedied, and all claims, liens, and judgments have been satisfied, the City Engineer will authorize payment of the final payment as provided in Section 14.4 of the General Terms and Conditions.

**ARTICLE 8. 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.

**ARTICLE 9. CONTRACTOR'S REPRESENTATIONS**

 In order to induce the City to enter into the Agreement, the Contractor makes the following representations:

The Contractor is familiar with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.

The Contractor has studied carefully all reports of investigations and tests of the subsurface and latent physical conditions at the Site or otherwise affecting cost, progress or performance of the work, which were relied upon by the Project Designer in the preparation of the contract Documents; and, which have been identified in the Supplementary Terms and Conditions.

The Contractor has made or caused to be made examinations, investigations and test and studies of such report and related data in addition to those referred to in the above paragraph as is deemed necessary by the Contractor for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the Contractor for such purposes.

The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

The Contractor has given the City Engineer written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City Engineer is acceptable to the Contractor.

**ARTICLE 10. ACCOUNTING RECORDS**

 The Contractor shall check all products, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to the City. The City shall be afforded access to all of the Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the cost of the work. The Contractor shall preserve all such documents for a period of three (3) years after the final payment by the City.

**ARTICLE 11. CONTRACT DOCUMENTS**

 The Contract Documents which comprise the Agreement between the City and the Contractor are made a part hereof and consist of the following:

A. *The City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition*:

1. Instructions on the Use of the Standard Construction Contract Documents (pages IN-1 thru IN-3)

2. Instructions to Bidders (pages IB-1 thru IB-6)

3. Bonds and Insurance Forms (pages BI-1 thru BI-10)

4. Laws and Regulations (pages LR-1 thru LR-7)

5. General Terms and Conditions (pages GC-1 thru GC-55)

6. Specifications (pages S-1 thru S-266)

7. Details (No.R206-1 thru R917-3)

B. *NYSDOT Standard Specifications (US Customary Units)* latest edition, specifications as referenced.

C. Notice to Bidders (Advertisement)

D. The Contract Proposal Book:

1. Project Summary

2. Supplementary Instructions to Bidders (pages SIB-1 thru SIB-00)

3. Proposal (pages P-1 thru P-00)

4. Agreement, Bonds and Insurance Forms (pages A-1 thru A-00)

5. Supplementary Laws and Regulations (pages SLR-1 thru SLR-00)

6. Supplementary Terms and Conditions (pages STC-1 thru STC-00)

7. Special Notes (pages SN-1 thru SN-00)

8. Supplementary Specifications (pages SS-1 thru SS-00)

E. Additional Contract Documents:

1. Drawings (number 1 thru 00)

2. Addenda (as issued)

3. Any Change Orders Issued after execution of this Agreement

There are no Contract Documents other than those above listed.

**ARTICLE 12: MISCELLANEOUS**

 Terms used in this Agreement, which are defined in Section 1.1 of the General Terms and Conditions, shall have the meanings indicated in the General Terms and Conditions.

 IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first written above.

SEAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CONTRACTOR

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE CITY OF ROCHESTER APPROVED FOR FUNDS

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Purchasing Agent Director of Finance

STATE OF NEW YORK )

COUNTY OF MONROE ) ss:

CITY OF ROCHESTER )

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Commission expires: \_\_\_\_\_\_ / \_\_\_\_\_\_ / \_\_\_\_\_\_

**PERFORMANCE BOND**

Bond Number \_\_\_\_\_\_\_\_\_\_\_

 KNOWN TO ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, hereinafter called Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and authorized to do business in the State of New York as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Obligee, hereinafter called Obligee, in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

 WHEREAS, Principal has by written agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, entered into a contract with Obligee for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with drawings and specifications prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

 Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee having performed Obligee’s obligation thereunder:

 (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein; or

 (2) Obligee after reasonable notice to Surety, or Surety upon demand of Obligee, may arrange for the performance of Principal’s obligation under the contract subject to the provisions of paragraph 3 herein;

 (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the contract.

 Any suit under this bond must be instituted before the expiration of two (2) years from date on which final payment under the contract falls due.

 The Surety hereby waives any notice of a change in the contract price or contract time.

 No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

 Signed and sealed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Principal

 BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety

STATE OF NEW YORK )

COUNTY OF MONROE ) ss:

CITY OF ROCHESTER )

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Commission expires: \_\_\_\_\_\_ / \_\_\_\_\_\_ / \_\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

Bond Number \_\_\_\_\_\_\_\_\_\_\_

 KNOWN TO ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, hereinafter called Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and authorized to do business in the State of New York as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Obligee, hereinafter called Owner, for the use and benefit of Claimants as herein below defined, in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

 WHEREAS, Principal has by written agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, entered into a contract with Owner for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with drawings and specifications prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined, for labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

 (1) A Claimant is defined as one having direct contract with the Principal or with the Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the contract.

 (2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant’s work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant and have execution thereon. The Owner shall not be liable for payment of any costs or expenses of any such suit.

 (3) No suit or action shall be commenced hereunder by any Claimant,

1. Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part hereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

 (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics’ liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

 The Surety hereby waives any notice of a change in the contract price or contract time.

 Signed and sealed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal

(Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety

(Seal)

STATE OF NEW YORK )

COUNTY OF MONROE ) ss:

CITY OF ROCHESTER )

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Commission expires: \_\_\_\_\_\_ / \_\_\_\_\_\_ / \_\_\_\_\_\_

**CITY OF ROCHESTER**

**CERTIFICATE OF INSURANCE**

To the City of Rochester:

The subscribing insurance company certifies that insurance of the kinds and types and for limits of liability not less than those herein stated, covering the work herein designated, has been procured by and furnished on behalf of the insured Contractor named in Item 1.

1. Name of Insured \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address of Insured \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Location and Description of Work: Projname (Projlimit)

3. Kinds and Types of Insurance:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Types of****Insurance** | **Policy****Number** | **Effective****Date** | **Expiration****Date** | **Limits of****Liability** |
| CONTRACTOR’S GENERAL LIABILITY-Comprehensive Form-Independent Contractors-Premises Operation-Completed Operations Hazard-Broad Form Property Damage-Underground Hazard-Explosion and Collapse Hazard-Contractual Insurance |  |  |  |  |
| WORKERS’ COMPENSATIONINSURANCE |  |  |  |  |
| DISABILITYINSURANCE |  |  |  |  |
| COMMERCIAL AUTOMOBILELIABILITY |  |  |  |  |
| CONTRACTORS POLLUTIONLIABILITY |  |  |  |  |
| UMBRELLA EXCESSLIABILITY |  |  |  |  |
| BUILDER’S ALL RISKINSURANCE |  |  |  |  |

Such insurance as is herein certified applies to all operations of said insured in connection with the work herein described at the locations stated, and is written in accordance with the company’s regular policies and endorsements, subject to the company’s applicable manuals of rules and rates in effect, except

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The insurance provided by the subscriber shall include the City of Rochester as an additional insured.

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

additional Funding Agencies, shall be named as an additional insured for liability arising under this agreement except for the Workers’ Compensation and Disability Insurance.

No exclusion from coverage shall be made for any municipal operations performed as a term of the contract for which this insurance is issued.

The subscribing company agrees that no policy referred to herein shall be changed or cancelled until ten (10) days written notice has been given to the City of Rochester.

This certificate is furnished in accordance with and for the purpose of the specifications of the City of Rochester covering the operations herein described.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative)

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUPPLEMENTARY**

 **LAWS AND REGULATIONS**

PAGE

SLR 2. Compliance with Policies Prohibiting Discrimination

A. Anti-Apartheid SLR-1

SLR 3. Compliance with Labor Laws SLR-1

SLR 9. Safety and Health Requirements

B. Drilling and Blasting SLR-1

C. Explosives in Demolition SLR-2

F. OSHA Ten (10) Hour Construction Safety and Health Course Certification SLR-2

G. Dig Safely New York Certified Excavator Program Certification SLR-2

SLR 18. Incentive Program for Public Works Contracts SLR-3

SLR 21. Prevailing Wage Schedule and List of Employers Ineligible to Bid on or be

 Awarded any Public Work Contract SLR-7

SLR 22. Federal Prevailing Wage Schedule SLR-9

SLR 23. Federal Requirements – Chapter 12 Appendices SLR-00

SLR 24 Federal Requirements – Section 102-12 D/M/WBE Utilization SLR-00

**SUPPLEMENTARY LAWS AND REGULATIONS**

**SLR 2. Compliance with Policies Prohibiting Discrimination**

*The City of Rochester Standard Construction Contract Documents, November 1, 1991, Edition*, is modified by City Council Ordinance 93-399 that repealed prior Ordinance 85-133 as follows:

**Delete** the following Subsection A Anti-Apartheid in its entirety:

**A. Anti-Apartheid**

The Council of the City of Rochester, New York has reaffirmed its commitment to racial equality and has established in Ordinance Number 85-133, a policy prohibiting any City agency or department from Contracting goods or services with any company or person who supports a policy of apartheid as defined herein except where competitive bidding is required by the General Municipal Law. The Contractor agrees to not support a policy of apartheid as defined herein.

SUPPORTS A POLICY OF APARTHEID shall mean providing loans directly to, underwriting securities of, advertising or otherwise promoting the sale of gold on behalf of, or otherwise providing financial services to the government of the Republic of South Africa or its agencies.

**SLR 3. Compliance with Labor Laws**

**Add** the following after the second paragraph of Subsection 3 Compliance with Labor Laws:

Effective April 27, 2008, in addition to the schedule of wage rates, the Contractor is required to post in a conspicuous location at the Project site the name and contact information of the individual who is responsible to collect certified payrolls and review for facial validity.

**SLR 9. Safety and Health Requirements**

**Delete** Subsection B Drilling and Blasting in its entirety, and **Replace** with the following:

**B. Drilling and Blasting**

The Contractor shall employ only experienced supervisors and workers in the handling, loading and firing of explosives. The Contractor shall fulfill the requirements of the City of Rochester Fire Prevention Code Chapter 54 regarding explosives and blasting agents which, together with other conditions indicated herein shall provide for the possession, handling, storage, transportation, and use of all explosives used at the site. Overnight storage of explosives within the City limits is prohibited unless a specific authorization of such storage is granted in writing to the Contractor, by the City of Rochester Fire Marshal.

**Delete** Subsection C Explosives in Demolition in its entirety, and **Replace** with the following:

**C. Explosives in Demolition**

Demolition work, subject to requirements of OSHA standards and New York Industrial Code Rule 39 and 53, shall not be performed by the use of explosives unless a specific variation of such use is granted in writing to the Contractor, by the City of Rochester Fire Marshal.

**Add** the following at the end of Subsection 9 Safety and Health Requirements:

**F. OSHA Ten (10) Hour Construction Safety and Health Course Certification**

The Contractor shall be responsible for ensuring observance of all OSHA provisions and the State of New York Labor Law, including but not limited to Section 240, pertaining to safe performance of the work. Further, the Contractor shall ensure that the methods of performing the work do not involve undue danger to the personnel employed thereon, the public, and public and private property. Should charges of violation of any of the above be issued to the Contractor in the course of the work a copy of each charge shall be immediately forwarded to the Project Manager.

Where the total cost of all work to be performed under the contract is at least $250,000, all personnel employed in performance of the work on the Project site, either by the Contractor, Subcontractor, or other person or entity doing or Contracting to do the whole or any part of the work under the contract, shall be certified prior to performing any work on the Project site as having successfully completed a course in construction safety and health that is approved by the United States Department of Labor’s Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration.

**G. Dig Safely New York Certified Excavator Program Certification**

The Contractor shall be responsible for ensuring observance of all provisions of the New York State educational amendment to 16 NYCRR Part 753 mandating excavator training which was signed into law November 5, 2018, with implementation on May 4, 2019. The amendment to the law requires that any local government which contracts for excavation shall require the excavator to have completed the training and education program provided by the one-call notification system, or any other provider authorized by the Public Service Commission to administer such training and education program.

The Contractor shall ensure that any excavator performing work under the contract has successfully completed a Certified Excavator Program, and has been issued and is in possession of a Certified Excavator Card. The City reserves the right to require a copy of the excavator’s Certified Excavator Card as a condition for payment for such work.

**Add** the following new subsections after Subsection 16 Content of Sub-Agreements:

**SLR 18. 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 of $50,000 or more.

The City of Rochester, will provide a monetary incentive equal to twenty percent (20%) of gross payroll paid to qualified City residents directly employed by the prime contractor or City approved first-tier subcontractor(s) on this project. A qualified City resident is a person residing in the City in the following zip codes at the time they were employed on this contract: 14604, 14605, 14606, 14608, 14609, 14611, 14613, 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. Employees who live in these zip codes outside the City boundaries do not qualify.

The prime contractor and any first tier subcontractor(s) approved by the City may apply for the incentive program payments. All contract work must have been completed and paid by the City prior to a contractor applying for the incentive program payment.

In order to qualify for the incentive program payment for this project, the contractor must prove that ten percent (10%) or more of the contractor’s total gross payroll was paid to qualified City residents.

**Section 2 Definitions**

**Employee** – an individual who works for the contractor and for whom wages and benefits reported on a W-2 are paid for work on the specific project for which the incentive program payment is requested.

**Residence** - the term residence shall be deemed to mean that place where a person maintains a fixed, permanent and principal home and to which that person, wherever temporarily located, always intends to return. To qualify, the residence must be a City of Rochester address.

**Resident** - the individual residing at the residence.

**Qualified City resident** - an individual residing at the residence as heretofore defined in City zip codes 14604, 14605, 14606, 14608, 14609, 14611, 14613, 14614, and 14621.  In order to be qualified, the individual must reside at the residence during the entire term of the contract for which they were employed.

**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 and includes City approved first-tier Subcontractors.

**Total Gross Payroll** - the total payroll dollars paid to Contractor’s employees working on the project for which the incentive program payment is requested. Only employees of that Contractor or Subcontractor shall be included for purposes of calculating the incentive program payment to the Contractor or Subcontractor.

**City Residents Total Gross Payroll** - the total payroll dollars paid to City residents residing in prescribed zip codes for work performed on the project for which an incentive program payment is requested.

**Section 3 Documentation Required**

To request an incentive program payment the Contractor must submit a request letter and Exhibits A and B as required to the City Director of Finance, 30 Church Street, Room 109-A, Rochester, NY, 14614. The request must be submitted no later than ninety (90) days after the Contractor obtains a certificate of substantial completion and final payment. Proof of wages paid to all employees and wages paid to City residents shall be in the format as per Exhibit A. Each qualified City resident employee must also sign a notarized attestation as per Exhibit B which certifies that the address represented is the permanent and principal place of residency, and that the employee resided at that address during the term of the contract for which the incentive program payment is requested. Any false information provided may lead to the Contractor 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.

Prime or first-tier subcontractors on city public works projects may apply for the incentive program payment within ninety (90) days after the City has issued the check for the final payment application to the prime contractor at the close-out of the project. Contractors on qualifying city term contracts must apply for the incentive program payment within ninety (90) days of the end of the contract period. The initial contract and each contract extension (if offered) will be considered a contract period for determining the incentive program payment amount for term contracts. The incentive program request will be paid upon submission, review, and approval of information required per this Section 3. Review by the City will include, but not be limited to, confirmation that employees submitted on the contractor’s Exhibit A match the certified payrolls submitted during the contract. The City will issue payment directly to the Contractor and/or Subcontractor(s) upon approval of an incentive program request.

Exhibit A INCENTIVE PROGRAM SUMMARY OF GROSS PAYROLL WORKSHEET



A copy of this form may be downloaded from the City of Rochester’s website at

[***https://www.cityofrochester.gov/purchasing***](https://www.cityofrochester.gov/purchasing),

under “Incentive Program for Public Works Contracts”, or

from the Director of Finance, City of Rochester, (585) 428-7151.

Exhibit B INCENTIVE PROGRAM EMPLOYEE ATTESTATION OF ADDRESS

**EMPLOYEE ATTESTATION OF ADDRESS**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby attest that my residence and

principal home from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, while employed on
 Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contract No. – contract job description Name of Contractor

was/is as listed below.

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, town, village \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Employee

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

 On the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a

Notary Public in and for said state, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

personally know to me or proved to me on the basis of satisfactory evidence to be the individual

whose name is subscribed above and acknowledged to me that he/she executed the same.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

**SLR 21. 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:

[***https://labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm***](https://labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm)

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 defects 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) 428-6789.

**INSERT**

**FORM PW 200**

**PREVAILING WAGE SCHEDULE**

**HERE**

**SLR 22. Federal Prevailing Wage Schedule**

Incorporated in this Contract Proposal Book is the Federal Prevailing Wage Schedule in effect at the time of publication of this Contract Proposal Book. Any prevailing wage rates redetermination which may arise prior to the bid opening will be distributed by addendum.

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 wage and supplements (fringe benefits).

The City of Rochester will not be responsible for any of the Contractor’s increased labor costs which result from defects in the Federal Prevailing Wage Schedule provided, or from amendments to the Federal 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) 428-6789.

**INSERT**

**FEDERAL PREVAILING WAGE SCHEDULE**

**STARTING HERE**

**SLR 23. Federal Requirements – Chapter 12 Appendices**

Incorporated in this Contract Proposal Book is Appendix 12-1 Construction Contract Requirements of Chapter 12 Construction Contract Requirements of the *NYSDOT Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP)*. Any changes to these documents which may arise prior to the bid opening will be distributed by addendum.

Any reference to the NYSDOT Standard Specifications in the Chapter 12 Appendices will mean the current edition of the NYSDOT Standard Specifications and its Addenda.

**INSERT**

**APPENDICES 12-1**

**STARTING HERE**

**SLR 24. Federal Requirements – Section 102-12 D/M/WBE Utilization**

Incorporated in this Contract Proposal Book is Section 102-12 D/M/WBE Utilization of Section 102 Bidding Requirements and Conditions of the *NYSDOT Contract Administration Manual (CAM)*. Any changes to this document which may arise prior to the bid opening will be distributed by addendum.

**INSERT**

**SECTION 102-12 D/M/WBE UTILIZATION**

**STARTING HERE**

**SUPPLEMENTARY**

 **TERMS AND CONDITIONS**

PAGE

STC 1.1 Definitions STC‑1

STC 3.3 Before Starting Construction STC-2

STC 4.1 Bonds STC-2

STC 4.2 Insurance STC-3

STC 4.3 Contractual Liability Insurance STC-5

STC 5.1 Availability of Lands STC-5

STC 5.2 Physical Conditions - Investigations and Reports STC-5

STC 6.2 Labor, Products and Storage STC-6

STC 6.4 Concerning Subcontractors and Suppliers STC-6

STC 6.21 Additional Pavement Restoration Requirements STC-6

STC 9.7 Resolution of Disputes STC-7

STC 10.2 Changes in the Contract Price STC-7

STC 11.1 Warranty and Guarantee STC‑10

STC 13.1 Applications for Progress Payments STC‑11

STC 13.3 Review of Applications for Progress Payments STC‑11

STC 13.4 Retainage STC‑11

**SUPPLEMENTARY TERMS AND CONDITIONS**

These Supplementary Terms and Conditions amend or supplement the General Terms and Conditions of the *City of Rochester Standard Construction Contract Documents, November 1, 1991 Edition* and other provisions of the City’s Contract Documents as are indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Terms and Conditions which are defined in the General Terms and Conditions of the *City of Rochester Standard Construction Contract Documents, November 1, 1991 Edition* have the meanings assigned to them in the General Terms and Conditions.

**STC 1.1 Definitions**

**Under** Article 1 Definitions and Abbreviations Subsection 1.1 Definitions, **Delete** GUARANTEE BOND and its definition in its entirety.

**Under** Article 1 Definitions and Abbreviations Subsection 1.1 Definitions, **Delete** the following definitions in their entirety, and **Replace** with the following:

**CITY ENGINEER** – The City Engineer of the City of Rochester, New York. The City Engineer shall be responsible for the administration and management of all municipal design and engineering services and shall work under the general direction of the Commissioner of Environmental Services. The City Engineer shall be responsible for the preparation of plans and specifications for the design, construction, reconstruction and demolition of city streets, sidewalks, buildings, bridges, water system facilities and other municipal structures and facilities as deemed appropriate.

**SUBSTANTIAL COMPLETION** - The Work (or a specified part thereof) that has progressed to the point where, in the opinion of the City Engineer as evidenced by the definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended. When the Project consists of a Roadway or utility, Substantial Completion shall not be deemed to occur until the restoration work has been completed, a recommendation of Substantial Completion has been issued by the Project Manager to the City Engineer and the City Engineer has issued a written determination of Substantial Completion. Restoration work includes but is not limited to replacement of topsoil, and full establishment and City acceptance of all turf grasses planted under the contract, according to the requirements of the relevant contract specifications.

**Under** Article 1 Definitions and Abbreviations Subsection 1.1 Definitions, **Add** the following definitions:

**CERTIFICATE OF ZONING COMPLIANCE (CZC)** - This certificate is issued by the City Zoning office and authorizes the use of public or private properties within the City limits for construction related activities such as staging or material storage. Contractors or the respective property owners are required to obtain a CZC prior to use of a property for construction related purposes. The CZC will specify the terms and conditions to be followed for the use of the property. Use of such properties through the CZC shall be limited to the duration of the Project or as specified in the CZC.

**MAJOR ITEM** - Any contract pay item in the original bid documents for which the bid unit price multiplied by the estimated item quantity exceeds 2% of the total original contract bid price, or the following Minimum Major Item Value as based on the Original Total Base Bid, whichever is greater:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Original Total Base Bid** | **Minimum Major Item Value** |  |
|  | $0 - $249,999 | $2,500 |  |
|  | $250,000 - $499,999 | $7,500 |  |
|  | $500,000 - $999,999 | $15,000 |  |
|  | $1,000,000 - $2,499,999 | $35,000 |  |
|  | $2,500,000 - $4,999,999 | $75,000 |  |
|  | $5,000,000 - $9,999,999 | $150,000 |  |
|  | $10,000,000 - $14,999,999 | $250,000 |  |
|  | $15,000,000 - $19,999,999 | $350,000 |  |
|  | $20,000,000 and over | $500,000 |  |

**MINOR ITEM** - Any contract pay item that does not meet the definition of a Major Item.

**Under** Article 1 Definitions and Abbreviations Subsection 1.1 Definitions, **Add** the following to definition of Substantial Completion:

Restoration work includes replacement of topsoil and full establishment and City acceptance of all turf grasses planted under the contract according to the requirements of the relevant contract specifications.

**STC 3.3 Before Starting Construction**

**Under** Article 3 Project Start-Up, **Add** the following at the end of Subsection 3.3 Before Starting Construction:

3.3.3 After the Contractor has established a work schedule and before the date of the preconstruction conference, the Contractor shall notify all utility companies of its intent to perform construction work, its location and work schedule.

**STC 4.1 Bonds**

**Under** Article 4 Bonds and Insurance Subsection 4.1 Bonds, **Add** the following at the end of 4.1.1 Bid Bonds:

A Bid Deposit will not be required for bids less than $100,000 unless specified in the bid documents.

**Under** Article 4 Bonds and Insurance Subsection 4.1 Bonds, **Add** the following at the end of 4.1.2 Performance and Payment Bonds:

C. Performance and Payment bonds will not be required for contracts less than $100,000 unless specified in the bid documents.

**Under** Article 4 Bonds and Insurance Subsection 4.1 Bonds, **Delete** 4.1.3 Guarantee Bond in its entirety.

**Under** Article 4 Bonds and Insurance, **Delete** Subsections 4.2 Insurance and 4.3 Contractual Liability Insurance in their entirety, and **Replace** with the following:

**STC 4.2 Insurance:**

4.2.1 The Contractor shall procure and maintain at its own expenses 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 licensed to do such business in the State of New York and maintaining an A.M. Best rating of A- XV covering all operations under the Contract Documents whether performed by the Contractor or its Subcontractors. If the Contractor is comprised of more than one legal entity (excluding Subcontractors) each such entity will be jointly named.

Within ten (10) days of Award of Contract, the Contractor shall furnish to the City Finance Director a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing compliance with this Section. In each policy of insurance except insurance of Workers' Compensation and Disability Insurance, the City and other appropriate Funding Agencies shall be named as an additional insured as further stipulated below for liability arising under this Contract. The kinds and amounts of insurance are as follows:

**A. WORKERS' COMPENSATION AND DISABILITY INSURANCE**. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage, covering all operations under the Contract - whether performed by the Contractor or its Subcontractors for the benefit of, and keep insured during the life of said Contract, employees in compliance with the provisions of the Workers' Compensation Law.

**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. The policy shall be endorsed to provide 30 days prior written notice of cancellation or non-renewal and Waiver of Subrogation in favor of the City of Rochester. A copy of these endorsements shall be included with the Certificate of Insurance.

**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.

**B. CASUALTY INSURANCE.** The policy limits, unless otherwise indicated in the Supplementary Terms and Conditions shall be:

**1) Commercial General Liability.** Issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by the Contractor under the within Contract. The coverage shall be written on an occurrence form utilizing ISO coverage form CG 00 01 12 07 or its equivalent. The policy shall furnish limits of not less than:

|  |  |
| --- | --- |
| Bodily Injury and Property Damage Limit | $1,000,000 each occurrence |
| Products/Completed Operations Limit | $2,000,000 aggregate |
| Personal Injury and Advertising Injury Limit | $1,000,000 each person or Organization |
| General Aggregate | $2,000,000 applicable on a perproject basis |

The City of Rochester, their officers, employees and agents and all other appropriate Funding Agencies shall be named as an additional insured for liability arising under this Contract applicable to both ongoing and completed operations on a primary and non-contributory basis.

There shall be no exclusions relating to NYS Labor Law or municipal operations.

Coverage shall be maintained for a 3 year period following completion of the project.

**2) Commercial Automobile Liability**. Issued to the Contractor and covering all owned, non-owned and hired automobiles with limits not less than:

|  |  |
| --- | --- |
| Combined Single Limit for Bodily Injury and Property Damage | $1,000,000 each accident |

**3) Umbrella Excess Liability.** Issued to the Contractor providing follow form coverage over the General Liability and Automobile Liability requirements stipulated above with minimum limits of:

|  |  |
| --- | --- |
| Bodily Injury and Property Damage Limit | $5,000,000 each occurrence |
| Products/Completed Operations Limit | $5,000,000 aggregate |
| General Aggregate | $5,000,000 applicable on a perproject basis |

**4)** **Contractors Pollution Liability.** The Contractor must provide the following coverage when the work of the contract requires, or is reasonably anticipated to require one or more of the following items: asbestos abatement; hazardous material disposal; lead abatement; mold abatement; PCB abatement; emergency medical response work; environmental remediation work; medical waste disposal; tank installation, maintenance and/or removal; pipeline maintenance, installation and/ or removal involving underground drilling; work involving or affecting wetlands. Such insurance will be issued to the Contractor covering all operations with limits not less than:

$2,000,000 per loss

$2,000,000 annual aggregate

This insurance shall cover losses caused by pollution conditions that arise from the operations of the Contractor with no exclusions relating to fungus, mold, microbial matter or asbestos. Coverage may be written on a claims-made basis.

All policies shall be endorsed to provide Waiver of Subrogation in favor of the City of Rochester.

All policies shall be endorsed to provide 30 days prior written notice of cancellation or non-renewal.

A copy of the Additional Insured and Waiver of Subrogation Endorsement(s) shall be included with the Certificate of Insurance.

**C. BUILDER'S RISK INSURANCE.** Unless otherwise specified in the Contract Documents, the Contractor shall effect and maintain insurance against loss on an "All Risk" basis upon all work in place and all materials and equipment in connection therewith, whether or not furnished or delivered by any person or Contractor other than the Contractor or by the City, itself, and whether or not covered by partial payment made by the City. This insurance shall be in an amount equal to the full insurable value thereof at all times and shall be for the benefit of the City, the Contractor and each Subcontractor as their interest may respectively appear. This insurance shall be obtained on the "completed value" form. The City and other appropriate Funding Agencies shall be named as an additional named insured in this policy.

**STC 4.3 Contractual Liability Insurance:**

4.3.1 The Commercial General Liability insurance required by paragraph 4.2.1 B.1) shall include Contractual Liability Insurance applicable to the Contractor's obligations under Article 6 Contractor's Responsibilities Section 6.15 Indemnification.

**STC 5.1 Availability of Lands**

**Under** Article 5 Availability of Lands; Physical Conditions; Reference Points, **Delete** paragraph 5.1.2 of Subsection 5.1 Availability of Lands in its entirety, and **Replace** with the following:

5.1.2 The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Any Contractor use of such lands within the City limits shall require the Contractor or respective property owner to obtain a Certificate of Zoning Compliance (CZC) from the City. The CZC will stipulate the terms and conditions required for use of the property including: length of time; required fencing; sediment and erosion control; construction entrance details; final restoration; and contact information. The CZC and any other easements, permits, agreements, licenses, or leases of these lands shall be obtained and paid for by the Contractor. The Contractor’s use of these lands is subject to all Local, State, or Federal laws, ordinances, rules, or regulations controlling or limiting in any way their use of these lands.

**STC 5.2 Physical Conditions – Investigations and Reports**

**Under** Article 5 Availability of Lands; Physical Conditions; Reference Points, **Add** the following to the end of Subsection 5.2 Physical Conditions – Investigations and Reports:

5.2.2 In the preparation of the drawings and the specifications, the design professional has relied upon the following reports and tests of subsurface and latent physical conditions at the site, or otherwise affect cost, progress or performance of the work. Approximate locations of the boring(s)/coring(s) are shown on the drawings.

These boring(s)/coring(s) are bound with, but are not part of the Contract Documents. The information is furnished solely for the convenience of the Contractor, without any warranty expressed or implied as to its accuracy or completeness. The Contractor shall make no claims against the City of Rochester with respect to the accuracy or completeness of such information, if it is erroneous or if the conditions found at the time of construction are different from those shown or indicated.

**STC 6.2 Labor, Products and Storage**

**Under** Article 6 Contractor's Responsibilities Subsection 6.2 Labor, Products and Storage, **Add** the following to the end of 6.2.2:

The Water Bureau maintains a list of pre-approved materials for use on all construction projects*.* The list contains various water system products that are pre-approved for use in conjunction with water work and that do not need to be approved for use by the Project Manager. The Contractor may substitute other equivalent products in the work, with prior approval of the Project Manager and the Water Bureau. Copies of this list may be obtained either by calling the Water Bureau, at (585) 428-7567, or on the City of Rochester’s website at [***http://www.cityofrochester.gov/waterdocuments***](http://www.cityofrochester.gov/waterdocuments)***/***.

**STC 6.4 Concerning Subcontractors and Suppliers**

**Under** Article 6 Contractor's Responsibilities Subsection 6.4 Concerning Contractors and Suppliers, **Add** the following to the end of 6.4.1:

The prime Contractor must provide the City with the names of all its Subcontractors and Suppliers to be used on the Project a minimum of 5 days prior to the date of the pre-construction meeting. Subcontractors added to the project after the pre-construction meeting must be submitted to and approved by the City a minimum of 5 days prior to start of their work. All of the Subcontractors and Suppliers must be set up and properly trained in the use of the City’s web based reporting system software prior to the start of work.

**Under** Article 6 Contractor's Responsibilities Subsection 6.2 Labor, Products and Storage, **Delete** paragraph 6.2.6 in its entirety, and **Replace** with the following:

6.2.6 The Contractor shall store all materials at approved locations meeting the requirements of paragraph 5.1.2 under Subsection 5.2 Physical Conditions – Investigations and Reports of Article 5 Availability of Lands; Physical Conditions; Reference Points. All materials shall be secure against being a public hazard or nuisance, subject to misuse, theft or damage; all package materials in original containers, clearly identified as to product, manufacturer, brand name, destination and Project number; and all materials under conditions specified or recommended by the manufacturer. Unless otherwise authorized, storage conditions shall exclude the entry of water. Products containing water shall be protected against freezing.

**Under** Article 6 Contractor's Responsibilities, **Add** the following new subsection:

**STC 6.21 Additional Pavement Restoration Requirements**

The City requires that additional pavement restoration is required to be performed for any form of excavation that is done on streets that have been reconstructed within the past 15 years, and on streets that have been rehabilitated within the past 7 years.

Additional pavement restoration will consist of the milling and resurfacing of the surrounding pavement area beyond the normal outer extents of an excavation. Additional pavement area is to be milled minimum of 1.5 inches, and resurfaced with the City’s standard asphalt top course mix.

The excavation must be backfilled and the pavement base and asphalt binder course(s) restored prior to performing the additional milling and resurfacing operation.

The overall area of the additional pavement restoration is to be as follows:

* Linear limits for the additional pavement restoration shall extend 10 feet beyond the outer extents of the excavation.
* An excavation that impacts only one side of the street will require a complete mill and resurface of the impacted side of the street, from the center line to the pavement edge.
* An excavation which traverses across the center line of a street, thus impacting both sides of the street, will require a complete mill and resurface of the impacted street, from pavement edge to pavement edge.
* At locations which include multiple excavation areas that are within 100 linear feet of each excavation, as measured from center to center of each excavation, the additional pavement restoration work must be extended to encompass all of the excavations into one overall restoration area.

Payment for the additional pavement restoration work will be made per the appropriate unit prices in the contract, or per Article 10.2 Changes in the Contract Price. No payment will be made for additional pavement restoration work that is done at excavations that are the result of the Contractor’s error, convenience, or corrections of previous contract work.

**STC 9.7 Resolution of Disputes**

**Under** Article 9 City Engineer's and Project Manager's Status During Construction Subsection 9.7 Resolutions of Disputes, **Delete** 9.7.3 in its entirety, and **Replace** with the following:

9.7.3 If the Contractor claims compensation for any damages sustained by reason of any act or omission of the City, its agents, or employees, or for any other reason whatsoever, it shall, within ten (10) days after such claim shall have arisen, file with the City Engineer written notice of its intention to make claim for such damages. If the Contractor believes its employees or those of its Subcontractors have not been treated fairly and with respect by any employees or agents of the City during this contract, the Contractor shall, within ten (10) days after such incident, file with the City Engineer written notice of the incident. Such notice shall state the nature and amount of the damages sustained or the nature of unfair or disrespectful treatment and the basis for the claim against the City or the nature of the events surrounding the incident. If the City Engineer shall deem it necessary for proper decision upon any notice filed hereunder, to require additional data, depositions or verified statements, the Contractor must furnish the same within ten (10) days after written demand therefore.

**STC 10.2 Changes in the Contract Price**

**Under** Article 10 Changes During the Project Subsection 10.2 Changes in the Contract Price, **Delete** Subsection 10.2.2 A. Unit Prices in its entirety, and **Replace** with the following:

10.2.2 A. Unit Price. The unit price may be:

* those submitted by the Contractor in the original bid documents; or
* as stipulated by the City in the contingent item list included with the Contract Documents; or
* as fixed by agreement between the City and the Contractor for extra work items not originally provided for in the Contract Documents; or
* as adjusted by agreement between the City and the Contractor when the final quantity of a major item is more than one-hundred and twenty-five percent (125%) or less than seventy-five percent (75%) of the original estimated item quantity provided for in the Contract Documents as delineated below.

When the final quantity of a major item is more than one-hundred and twenty-five percent (125%) or less than seventy-five percent (75%) of the original estimated item quantity, the Contractor or the City may request an adjustment of the bid unit price of the item, or time of performance, if they so desire such adjustment. The request by the Contractor or the City must be in the form of a written notice to the other party, and such written notice must be delivered to the other party within ten (10) work days of the time the party making the request had knowledge of conditions which result in such change in the estimated item quantity.

Any allowance for a change in the bid unit price of an item will apply only to that portion of the work that is in excess of one-hundred and twenty-five percent (125%) of the original estimated item quantity, or to the actual amount of work performed if the quantity decreases to be below seventy-five percent (75%) of the original estimated item quantity.

The total adjusted payment for all work on a major item that decreases to below seventy-five percent (75%) of the original estimated item quantity, is not to exceed the total payments which would have been made if the original estimated item quantity had been completed at the original bid unit price.

No agreed upon change in the bid unit price of an item will constitute a basis for a claim for damages of anticipated profits on the item that was adjusted.

**Under** Article 10 Changes During the Project Subsection 10.2 Changes in the Contract Price, **Delete** Subsection 10.2.6 Asphalt Price Adjustment, and **Replace** with the following:

10.2.6 Asphalt Price Adjustment

A. The adjustment will provide for either an additional compensation to the Contractor for an increase, or a repayment to the City for a decrease, in the price of asphalt as based on the fixed index price. No adjustment will be made if the monthly average posted price is within fifteen dollars ($15.00) of the fixed index price for asphalt. No consideration will be given to the situation where an individual supplier’s price exceeds the monthly average posted price. Only those items that include asphalt, that are originally in the contract, and that are included in the general specification sections specified below, will be eligible for an asphalt price adjustment:

* R205 – Pavement Base Repair
* S205 – Pavement Base Repair
* 402 – Hot Mix Asphalt (HMA) Pavements (Superpave mixes)
* 403 – Hot Mix Asphalt Concrete Pavement
* 403 – Hot Mix Asphalt (HMA) Pavements for Municipalities
* R404 – Recycled Asphalt Concrete Pavement
* 18410 – Micro-Surfacing
* S410 – Micro-Surfacing
* S413 – Speed Hump
* S608 – Sidewalk and Driveway
* S609 – Curb

B. The adjustment will be based solely on: the quantity of asphalt incorporated in the work, multiplied by the per cent (as expressed in decimals) of performance-graded binder or asphalt cement included in the mix, multiplied by the difference between the herein stipulated fixed index price plus fifteen dollars (+$15.00) when the average posted price increases, minus fifteen dollars (-$15.00) when the average posted price decreases, all as defined below.

C. The percentage factor of performance-graded binder or asphalt cement incorporated in the asphalt course mix as expressed in decimals to the nearest thousandth for each asphalt course mix type shall be as follows:

|  |  |  |
| --- | --- | --- |
| **Asphalt Course Mix (*Q*)** | **Section(s)** | **Factor (*F*)** |
| Type 1 | R205-S205-S608-S609 | 0.060 |
| Type 3 | R205-S205-S608 | 0.065 |
| Type 7F | S413 | 0.080 |
| Truing and Leveling | 403 | 0.080 |
| Recycled Base | R404 | 0.041 |
| Recycled Binder | R404 | 0.046 |
| Recycled Top | R404 | 0.055 |
| Recycled Truing and Leveling | R404 | 0.055 |
| 9.5 F2 Top HMA, 80 Series | 402 | 0.062 |
| 19 F9 Binder HMA, 80 Series | 402 | 0.049 |
| 37.5 F9 Base HMA, 80 Series | 402 | 0.040 |
| HMA Type 1 Base | 403 | 0.050 |
| HMA Type 3 Binder | 403 | 0.055 |
| HMA Type 7F2 Top | 403 | 0.0685 |
| True & Leveling | 402-403 | based on mix formulaat time of construction |
| Micro-Surfacing Type II | 18410-S410 | 0.090 |
| Micro-Surfacing Type III | 18410-S410 | 0.075 |
| Micro-Surfacing Type III Rut Filling | 18410-S410 | 0.075 |

D. Fixed Index Price: A fixed index price per ton of performance-graded binder used solely as a basis from which to compute price adjustments.

The fixed index price for original contract bid items and additional work at the original contract bid price, will be will be the monthly average posted price for the month of the bid letting.

The index price for additional work not in the original contract and added by an agreed price, will be the monthly average posted price for the month the agreed price was approved by the City.

E. Monthly Average Posted Price: The monthly average terminal price for unmodified PG 64-22 binder, without anti-stripping agent, will be determined by the State of New York Department of Transportation, as based on prices from approved primary sources of performance-graded binder, during the life of this Contract.

F. A listing of the average posted prices for asphalt (performance-graded binder), is posted on or about the twenty-fifth (25th) of each month by the State of New York Department of Transportation in an Engineering Bulletin entitled *Fuel, Asphalt and Steel price Adjustments*.

G. Also all discounts or allowances that reduce the asphalt price at the terminal will be deducted prior to calculating the price adjustment.

H. Price adjustment will be based on the following formulas:

1). When average posted price increases:

*Price Adjustment =* $\left[ \left(APP\right)-\left(FIP+\$15.00\right) \right] x [ \left(Q\right) x \left(F\right) ]$

2). When average posted price decreases:

*Price Adjustment =* $\left[ \left(APP\right)-\left(FIP-\$15.00\right) \right] x [ \left(Q\right) x \left(F\right) ]$

Where:

*APP* = Average posted price for the month within which the work is performed

*FIP* = Fixed index price for the month of the bid letting

*Q* = Asphalt course mix quantity incorporated in the work as expressed in tons

*F* = Percentage factor of performance-graded binder or asphalt cement incorporated in the asphalt course mix as expressed in decimals to the nearest thousandth

I. A price adjustment will be paid in addition to, or deducted from, the monthly estimate for material placed during the previous month. The average posted price is updated on or about the twenty-fifth (25th) of each month, with the price adjustment becoming effective on the first (1st) of the following month. All price changes received after the third (3rd) Wednesday of the month will be held in abeyance until the next scheduled price revision.

J. This asphalt price adjustment is based solely on changes in the price of unmodified PG 64-22 binder, without anti-stripping agent. The fact that an individual asphalt supplier’s price exceeds the average posted price or that of a particular asphalt item such as emulsion base is more costly than unmodified PG 64-22 binder will have no bearing on the price adjustment.

K. If asphalt items are placed after the completion date specified in this contract or after any extensions of that date with engineering charges and/or liquidated damages, the average posted price used to compute price adjustments shall not exceed the average posted price on the original scheduled contract completion date. If the contract completion date is extended without the assessment of engineering charges, price adjustments for material placed during such extensions shall be based on the latest updated average posted price.

L. No price adjustment will be made unless the average posted price is either fifteen dollars ($15.00) greater than or fifteen dollars ($15.00) less than the fixed index price stated above. All price adjustments will be rounded to the nearest dollar.

**STC 11.1 Warranty and Guarantee**

**Under** Article 11 Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work Subsection 11.1 Warranty and Guarantee, **Delete** Subsection 11.1 Warranty and Guarantee in its entirety.

**STC 13.1 Applications for Progress Payment**

**Under** Article 13 Payments to Contractors Subsection 13.1 Applications for Progress Payment, **Delete** 13.1.4 in its entirety, and **Replace** with the following:

13.1.4 The application for progress payment shall be made on forms approved by the City. This shall include information required to be submitted on the City approved web-based reporting system, and, if required by another funding agency such as the New York State Department of Transportation (NYSDOT), information that must also be submitted on the approved NYSDOT (or other agency) reporting system.

**STC 13.3 Review of Applications for Progress Payments**

**Under** Article 13 Payments to Contractors Subsection 13.3 Review of Applications for Progress Payments, **Add** the following to the end of 13.3.2:

J. The Contractor has failed to provide the following documentation required to meet:

1) New York Labor Law filing requirements including but not limited to certified payrolls, certification forms for the prime Contractor and all Subcontractors prior to the start of their work on the project, and OSHA 10 training certification documentation where required;

2) M/W/DBE and/or workforce goal requirements of the Contract.

The City reserves the right to withhold five percent (5%) of the balance of the application for payment after deduction of the five percent (5%) completion retainage as provided in Section 13.4 Retainage until all such required documentation applicable to the payment application has been provided.

**Under** Article 13 Payments to Contractors Subsection 13.3 Review of Applications for Progress Payments, **Add** the following:

13.3.4 In accordance with General Municipal Law Section 106-B Payment on Public Work Projects, the Contractor shall pay any Subcontractor(s) for undisputed work performed by the Subcontractor(s) within seven (7) days of receipt of payment by the City which includes such work.

**STC 13.4 Retainage**

**Under** Article 13 Payments to Contractors, **Delete** Subsection 13.4.1 in its entirety.

 **SPECIAL NOTES**

PAGE

SN-1 Access for Persons with Disabilities SN‑1

SN-2 Special Events SN‑1

SN-3 Work Day SN‑1

SN-4 Restoration Time Restrictions – Liquidated Damages SN‑2

SN-5 Restoration of Areas Adjacent to Planned Work SN‑2

SN-6 Restoration of Sidewalk, Sidewalk Access Ramps, Driveways and SN‑3

 Temporary Sidewalk Restoration

SN-7 Sidewalk Access Ramps and Detectable Warning Surface Installation SN‑3

SN-8 Asphalt Top Course - Tapered Wedge Joint SN‑3

SN-9 Asphalt Pavement Joint Adhesive SN‑4

SN-10 Catch Basins and Sewer Manholes Castings SN‑4

SN-11 Improper Casting Adjustment SN‑4

SN-12 Loop Detectors SN‑4

SN-13 Pavement Markings SN‑5

SN-14 Preformed Thermoplastic Reflectorized Pavement Markings SN‑5

SN-15 Survey Work for Sidewalks and Curb Ramps SN‑6

SN-16 Utilities and Coordination with Utility Schedule SN‑6

SN-17 Milling and Resurfacing Operations SN‑7

SN-18 Driveway Apron Restoration for Milling and Resurfacing Projects SN‑7

SN-19 Spot Repair of Curb, Concrete Gutter and Sidewalk for Milling and SN‑8

 Resurfacing Projects

SN-20 Surface Drainage for Milling and Resurfacing Projects SN‑8

SN-21 Fiber Optics SN‑8

SN-22 CSX Construction Requirements SN‑9

SN-23 CSX Insurance Requirements SN‑11

SN-24 CSX Special Provisions SN‑13

SN-25 CSX Construction Submission Criteria SN‑13

**SPECIAL NOTES**

The following notes are to supplement the City of Rochester and NYSDOT Standard and Supplementary Specifications. If any of the notes are in conflict with those Specifications, the Standard and Supplementary Specifications shall prevail and take precedence and be of force over and against any said conflicting notes.

**SN-1. Access for Persons with Disabilities**

The Contractor is required to ensure that all travelled ways are maintained fully accessible for persons with disabilities in compliance with the *Americans with Disabilities Act (ADA)*, *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)*, and any other applicable law, rules or regulations, during all phases of the work, the cost of which is to be included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**SN-2. Special Events**

Coordination with the City of Rochester Special Events Office, (585) 428-6690, will be required to ensure that construction activities under this Contract do not interfere with events that may be directly or indirectly impacted by the work. The Contractor shall be responsible to coordinate the work with any events that may be scheduled within or immediately adjacent to the Project limits, the cost of which is to be included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**SN-3. Work Day**

Construction work is to occur on weekdays (Monday thru Friday) between the hours of 7:00 a.m. and 7:00 p.m..

No construction work is to be performed on a Saturday, Sunday and the following City of Rochester recognized public holidays:

|  |  |
| --- | --- |
| New Year’s Day | January 1st |
| Martin Luther King Day | 3rd Monday in January |
| President’s Day | 3rd Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | last Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veteran’s Day | November 11th |
| Thanksgiving Day andday after | 4th Thursday and Fridayin November |
| Christmas Day | December 25th |

No construction work is to occur outside of the above requirements, except for emergency repairs, unless specifically authorized in writing by the City Engineer’s office.

Construction activities that have been pre-authorized in writing by the City Engineer’s office to occur between the hours of 10:00 p.m. and 7:00 a.m. of the following day, are to be done in accordance with Section 75-10 Construction Activities of “The Municipal Code of the City of Rochester”.

**SN-4. Restoration Time Restrictions – Liquidated Damages**

In addition to the liquidated damages that are assessed in accordance with Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section of the Contract Documents, additional liquidated damages will be assessed for failure to complete restoration work that is not completed within the following specified time frames.

**A. Restoration of Areas Adjacent to Planned Work:** Areas adjacent to the planned work that are disturbed by the Contractor’s operations must be restored in-kind to pre-existing or better condition within twenty-one (21) calendar days of the original start of work at that area. Should the Contractor fail to complete the restoration work on time, or any portion thereof that the restoration work remains uncompleted, liquidated damages will be assessed in accordance with Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section of the Contract Documents in an amount of **$50.00** per calendar day per negligent location.

The restoration work required at each repair site will be inspected within the above stated time frame. If a location requires a re-inspection of any non-compliant restoration work after the first inspection, additional liquidated damages will be assessed against the Contractor in an amount of **$10.00** per location per re-inspection.

Refer to Special Note SN-5 Restoration of Areas Adjacent to Planned Work for additional information.

**B. Sidewalk Restoration:** Concrete placement for sidewalk areas and sidewalk access ramps must be poured within fourteen (14) calendar days of the area having been excavated. Should the Contractor fail to complete the sidewalk restoration work on time, or any portion thereof that the sidewalk restoration work remains uncompleted, liquidated damages will be assessed in accordance with Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section of the Contract Documents in an amount of **$150.00** per calendar day per negligent location.

Refer to Special Note SN-6 Sidewalk, Sidewalk Access Ramps, Driveways and Temporary Sidewalk Restoration for additional information.

**SN-5. Restoration of Areas Adjacent to Planned Work**

Restoration of existing areas that are adjacent to the planned work are subject to liquidated damages. Refer to Special Note SN-4 Restoration Time Restrictions – Liquidated Damages for additional information.

Existing areas that are adjacent to the planned work and are disturbed by the Contractor’s construction activities must be restored in-kind to pre-existing or better condition as outlined below.

Perimeter of paved areas that are disturbed are to be saw cut full depth, along straight lines, and with squared corners. Bricks/stone pavers are to be replaced in whole units only, with the replacement units matching as much as possible existing units in size, shape and color. The restoration work is to be done such that the pattern, grades and cross slope are consistent with the existing surrounding area.

On-site borrow material may be used to backfill the disturbed and low lawn areas to within 4 inches of finished surface, topped with 4 inches of topsoil and seeded. On-site borrow material is to be thoroughly compacted and free of grass clumps, tree roots, stones larger than 1 inch in size, pieces of asphalt, concrete and any other extraneous material.

The Contractor is hereby notified that the City will strictly enforce the above stated restoration requirements with respect to the prompt restoration of adjacent property that is disturbed by the Contractor’s construction activities.

**SN-6. Restoration of Sidewalk, Sidewalk Access Ramps, Driveways and Temporary Sidewalk Restoration**

Restoration of concrete sidewalk areas, including sidewalk access ramps, are subject to liquidated damages. Refer to Special Note SN-4 Restoration Time Restrictions – Liquidated Damages for additional information.

No driveway, including the adjacent sidewalk area, is to be excavated on a Friday or the day before a legal holiday. Permanent driveway restoration must be completed within six (6) calendar days of the original excavation.

Temporary sidewalk restoration must be provided when the pedestrian pathway is unavailable on the opposite side of the street, or when excavated sidewalk areas cannot be poured within fourteen (14) calendar days of original excavation.

Temporary sidewalk section consists of a minimum 2 inch thick compacted hot mix asphalt material. The Contractor is to maintain the temporary sidewalk areas in a good non-hazardous condition at all times, including thru any winter shut-down period. The Contractor is to check all temporary sidewalk locations on a weekly basis, taking any measures necessary to correct any deficiencies by the end of the following day.

No separate payment will be made for furnishing and installing temporary sidewalk. Payment for temporary sidewalk is included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**SN-7. Sidewalk Access Ramps and Detectable Warning Surface Installation**

All sidewalk access ramps are to be in compliance with *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)*.

Embedded detectable warning surface installation is the City of Rochester preferred method for constructing detectable warning surface. Surface applied detectable warning surface installation for constructing detectable warning surface is unacceptable. Steel and iron detectable warning units are unacceptable for use.

Detectable warning surfaces are to be installed at all sidewalk access ramps within the Project limits. This will apply to both new sidewalk access ramp construction, and existing sidewalk access ramps without existing detectable warning system. Entire detectable warning system field, including truncated domes, is to be dark gray in color per Munsell Book notation 10 BG 3/1, federal standard 595B number 36081 or darker, or approved equivalent.

**SN-8. Asphalt Top Course - Tapered Wedge Joint**

The Contractor is required to use a tapered wedge joint (Michigan wedge joint) on all longitudinal joints with the placement of asphalt top course. The tapered wedge joint is to be constructed in accordance with NYSDOT Section 402-3.09B 2 Option B – Tapered Wedge Joint, with the use of an approved notched wedge joint apparatus.

**SN-9. Asphalt Pavement Joint Adhesive**

The Contractor is required to use asphalt pavement joint adhesive on vertical faces of new HMA top surface course for all longitudinal and transverse joints, and where it butts up against curb or other appurtenances.

Asphalt pavement joint adhesive is also to be used on vertical faces of either new HMA base or binder course where it is anticipated it will be left open to traffic over winter layover or longer.

**SN-10. Catch Basins and Sewer Manholes Castings**

The Rochester Pure Waters District (RPWD) must have access to its sewer facilities at all times, including but not limited to catch basins and sewer manholes. If at any time the RPWD cannot access its sewer facilities, it will be the responsibility of the Contractor to provide access. The Contractor is to supply the MCPW Dispatch Center with an emergency contact phone list, which will be instructed to contact the Contractor in the event that such access is necessary.

The Contractor shall adjust, or replace existing catch basin and sewer manhole castings as required in Contract Documents and as directed by the Project Manager.

All new catch basin installations, and existing catch basin and sewer manhole castings that are adjusted or replaced, require the installation of a concrete collar in accordance with Section S604 Catch Basin and Sewer Manhole.

Where the Contractor elects to cut pavement area for concrete collar installation and leave core in place for removal at later time, the void must be filled-in by end of that day. Voids are not to be left unfilled overnight. Use asphalt cold patch, millings or other asphalt material to fill-in the void, with material brought up to grade and flush with the surrounding surface, and with the top being level and smooth.

**SN-11. Improper Casting Adjustment**

The Contractor’s attention is drawn to NYSDOT Section 402-3.10 Surface Tolerance in the New York State Department of Transportation Standard Specifications, to which these Contract Documents are in reference to.

These surface tolerances also apply to castings within the pavement area of newly paved streets. These castings include those adjusted by others, as it is the Contractor’s responsibility to supervise finish grade elevations. If the variation exceeds the tolerances as stated under NYSDOT Section 402-3.10 Surface Tolerance due to the Contractor’s operations, the Contractor will again adjust the castings to finish grade to the satisfaction of the Project Manager, at no additional cost to the City. If the corrective action results in a pavement cut, the Contractor will have **$500.00** per pavement cut deducted from the progress payment for extended maintenance.

Minimum size of corrective pavement cut shall extend 3 feet beyond and all around the casting. Pavement cut shall be a regular shape such as a square or rectangle. Restored pavement section shall be equal to that of the intended section.

**SN-12. Loop Detectors**

It will be the Contractor’s responsibility to contact the Monroe County Department of Transportation (MCDOT) and/or New York State Department of Transportation (NYSDOT) for assistance in determining the exact location of existing loop detectors in the field before any work is started on any street. This is imperative even though the loop detectors may be scheduled for removal as part of the work.

All loop detectors located within the milling limits shall be removed via the milling operation. All loop detectors within areas that are to be overlaid or micro-paved only, shall be retained unless otherwise directed by the Project Manager. MCDOT will replace all loop detectors as necessary.

Any damage to existing loop detectors outside of sketched Project limits as a result of the Contractor’s operations, shall be corrected by the Contractor to the satisfaction of MCDOT and/or NYSDOT, at no additional cost to the City.

**SN-13. Pavement Markings**

The Project includes the installation of temporary and permanent pavement markings. The locations and type of all pavement markings are shown on the Contract drawings.

The Contractor shall not remove pavement markings and leave the street unmarked or un-delineated overnight. If temporary pavement delineation (in lieu of pavement markings) is not applied before the end of the work day, the Contractor will have **$500.00** per calendar day deducted from the progress payment for each street not delineated.

**A. Temporary Pavement Markings:** All newly paved streets up to and including the binder course, must be delineated by the end of each work day with temporary pavement markings. Temporary pavement markings will include centerline and long line stripes along with symbols, in pattern similar to the existing pavement marking layout. Temporary pavement marking edge lines, crosswalks, stop bars, gores and letters are not required to be installed.

No separate payment will be made for furnishing and installing temporary pavement markings. Payment for temporary pavement markings is included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**B. Interim Pavement Markings:** Interim pavement marking stripes and symbols shall be installed immediately after asphalt top placement, and before the end of the work day. Interim pavement markings shall be installed consistent with the permanent pavement marking layout. Interim pavement marking of edge lines, crosswalks, stop bars, gores and letters are not required to be installed.

Interim pavement markings will be paid for under the appropriate NYSDOT bid Items for interim pavement markings.

**C. Permanent Pavement Markings:** The work involves furnishing and applying permanent pavement marking materials at the locations and in accordance with patterns as shown on the plans, and as required by MCDOT and as directed by the Project Manager.

**SN-14. Preformed Thermoplastic Reflectorized Pavement Markings**

The Contractor shall provide a material with a surface friction level equivalent to or better than the existing pavement, which may require the application of a non-skid treatment as recommended by the manufacturer, at no additional cost to the City.

**SN-15. Survey Work for Sidewalks and Curb Ramps**

The Contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks, curb ramps and blended transitions meet the *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)* requirements prior to pouring concrete, or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of NYSDOT Item 625.01 Survey Operations, except where the appropriate pay item basis of payment includes the necessary survey work.

**SN-16. Utilities and Coordination with Utility Schedule**

It will be the Contractor's responsibility to contact Dig Safely NY by calling 811, and the owners of private and public utilities within the street for a stakeout of all utilities, including castings.

The Contractor shall familiarize itself with the existence of all utility features on the Project Site and see that reasonable opportunity and cooperation is extended to the operators of such utility features in their work of protecting, reconstructing or altering them. The Contractor shall cooperate with the utility operators, and arrange or adjust its work schedule to coordinate the work with the utility operators. In the case of interference and/or lack of cooperation between the operations of the utilities and the Contractor, the City may adjust the schedule of the Contractor and the sequence of the work as necessary to expedite the completion of the work.

All known public and private utility installations within the Contract limits and their disposition are shown in their approximate locations in the Contract Documents. The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the Contract limits have been shown on the plans. In this regard, the Contractor's attention is called to Article 5 Subsection 5.6 Utilities of the General Terms and Conditions, and Subsection 9.D Excavation and Prohibition of Blasting near Public and Private Utility Pipes of the Laws and Regulations, of the Contract Documents.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If unknown utility facilities are encountered, then excavation and grading shall be done with caution in order that these facilities are not disturbed until proper disposition of such is made by their owner.

Damage by the Contractor to privately owned utilities shall be in all cases the responsibility of the Contractor.

Relocation of public utilities and accessories is a responsibility of the Contractor as part of this Project. Every reasonable attempt will be made by the Project Manager not to unduly inconvenience or additionally cost the Contractor due to such locations relating to time and/or place; however, no extra compensation will be made to the Contractor by the City for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The Contractor shall notify the Engineer, in writing, at least fourteen (14) days in advance of any work which may affect any utility or cause an interruption or disruption of utility service.

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the utility facilities within or adjacent to the limits of construction. The Contractor shall notify the Project Manager in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It will be the Contractor's responsibility to contact the Rochester Water Bureau to inspect existing water valves prior to the final paving of the street. Water valve castings in good condition that are removed or damaged by the Contractor’s operations, are to be replaced with new water valve casting provided and installed by and at the Contractor’s expense. In these instances, the Contractor will be paid only for a water valve adjustment at those locations.

**SN-17. Milling and Resurfacing Operations**

The Contractor shall resurface the milled pavement within a maximum of seven (7) calendar days of commencement of the milling operation.

If the Contractor fails to resurface all or any portion of the street within the required time frame, the Contractor will have **$1.00** per linear foot per calendar day deducted from the progress payment for every linear foot of the street that has not been resurfaced. This stipulation may be waived by the Project Manager where the Contractor has to make extensive base repairs to the street before the street can be resurfaced.

Projects with multiple streets, once started the milling operation on any single street must be completed in its entirety before the Contractor can start the milling operation on another street.

For better control of and coordination of the milling operation with the resurfacing work, no street shall be milled without the express permission of the Project Manager.

The milling operation shall not be considered complete nor the street considered fit for resurfacing until the Contractor has completed the milling work operation in its entirety, including all hand removal of existing pavement around utility appurtenances, cleaning of milled pavement surface; cleaning, sealing and/or filling all underlying joints and cracks; installation of pads around utility appurtenances; and installation of all required construction signs, barricades, flashers and other traffic maintenance and protection devices to maintain and protect pedestrians and vehicular traffic.

Milled street may require a truing and leveling asphalt course in order to maintain the existing pavement structure. Placement of the truing and leveling course does not constitute a release to proceed with milling operations on another street, unless approved otherwise by the Project Manager.

The edge at the limit of the milling operation and all other adjacent pavement surfaces shall not have a difference in elevation of greater than 1/2 inch at the end of each work day. At the end of each work day, the edge between the milled surface and all adjacent pavement surfaces must be padded with cold patch asphalt or fresh millings placed and compacted at a 1 on 12 slope, or the edge wedge milled at a 1 on 12 slope.

All existing utility appurtenances with a difference in elevation of greater than 1/4 inch must be padded all around at the end of each work day with cold patch asphalt or fresh millings placed and compacted at a 1 on 12 slope.

All pads shall be inspected on a daily basis, and maintained in good condition. Any pads that are deteriorated are to be immediately repaired before the end of the work day. All pads shall remain in place and shall not be removed until the day the street is to be resurfaced.

**SN-18. Driveway Apron Restoration for Milling and Resurfacing Projects**

Driveway aprons which are contiguous to the new pave pavement and do not have header curb, shall be adjusted and repaired as directed by the Project Manager.

Driveway apron that is 4 feet and less in length between the edge of the pavement and the sidewalk will be replaced in its entirety.

Driveway apron that is greater than 4 feet in length between the edge of the pavement and the sidewalk will be repaired as directed by the Project Manager.

**SN-19. Spot Repair of Curb, Concrete Gutter and Sidewalk for Milling and Resurfacing Projects**

On a street where the spot repair of the existing curb, concrete gutter and/or sidewalk is to be done, a field walk of the street is to be done between the Contactor, Project Manager and Project Representative, before starting any work on that street. The areas of the spot repair work is to be mutually agreed upon and clearly delineated by spray paint or other means at that time.

**SN-20. Surface Drainage for Milling and Resurfacing Projects**

The lump sum bid price for NYSDOT Item 625.01 Survey Operations is intended for survey related work which may be necessary to achieve proper drainage on a street.

Before starting work on any street, a field walk of each street is to be held between the Contractor and Project Manager to evaluate existing surface drainage to determine if grading adjustments are necessary. It is the Contractor’s responsibility to adjust and pave longitudinal grades and pavement cross-slopes to ensure that each street has been graded and otherwise prepared to eliminate existing surface drainage issues and to provide positive surface drainage.

In addition to adjustment of longitudinal grades and pavement cross-slope, other remediation actions may necessitate additional milling, installation of truing and leveling course, adjustment of existing catch basins, installation of new catch basins, and any other remediation work deemed necessary by mutual agreement.

Any corrective measures necessary to correct surface drainage issues after completion of the paving operation, shall be undertaken by the Contractor at no additional cost to the City.

**SN-21. Fiber Optics**

The new fiber optic conduit is to be installed along and behind the curb line, as measured 18 inches off the face of curb. It may be necessary to deviate the location of portions of the new fiber optic conduit with conduit bending around fixed obstacles as necessary, with the maximum conduit bend as specified by supplier and/or manufacturer. In no case is the offset of the new fiber optic conduit to be any less than 18 inches off the face of curb. Prior approval from the City must be obtained before making any deviation in the location of the new fiber optic conduit.

The resident engineer is to note the exact location of the installed new fiber optic conduit and hand holes, including all deviations, for preparation of the as-built record drawings.

The Contractor may submit for approval an optional precast round shaped hand hole as a substitute for the standard square shaped hand hole. The round shaped hand hole must have a minimum inside diameter of 30 inches, come with 4 pre-cored 12 inch diameter holes, and must meet all of the other requirements and dimensions as the square shaped hand hole.

The frame and cover for all City hand holes are to be in accordance with EJ Company #1310Z and #1310A, or approved equivalent. With either shaped hand hole, square or round, only the 24 inch diameter sized cover is acceptable, any other sized cover is unacceptable and will not be approved for use. All hand holes/ pull boxes whether shared or not shared with other agencies shall use the approved City of Rochester frame and cover and include the words “CITY OF ROCHESTER” on the cover.

**SN-22. CSX Construction Requirements**

When performing work on, over or adjacent to CSX Transportation (CSXT) right-of-way or operations, the Contractor must abide by the current CSXT Special Provisions and the following additional requirements.

1. All construction related correspondence will be directed to Bergmann Associates, acting as the Construction Monitoring Representative (CMR) on behalf of CSXT, with the following contact and address:

Michael Cooper

Project Manager

Bergmann Associates

2 Winners Circle, Suite 102

Albany, NY 12205

(518) 556-3624

Upon receipt of notification, the CMR will direct the Contractor to the local CSXT construction contact for the project.

1. The Contractor shall submit, including, but not limited to, the following construction procedures and documents. The Contractor shall obtain written acceptance from CSXT or their representative before proceeding with construction.
	1. Means and Methods – the Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission will include a walkthrough at which time CSXT personnel will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of affecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between the sponsor, Contractor, CSXT and the CMR. The narrative shall address project level coordination and day to day, specific work operations including equipment operations and temporary works.
	2. Erection Plans – Submittals must include detailed plans and procedures for all erection activities. The submission shall indicate the location and capacity of any proposed cranes, the estimated lifting loads and the connection devices (i.e. slings, shackles, etc.). All lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity charts shall not be considered in the 150% requirement. A registered Professional Engineer in the State of New York must seal all erection plans, calculations and procedures.
	3. Excavation and Shoring Procedures and Track Monitoring Procedures are required to be submitted to CSXT or the CMR in accordance with the CSXT Construction Submission Criteria. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor’s material selection and methods or operations for work near the railroad. ***Revisions to the procedures may not be field approved. Any deviation(s) from a previously accepted plan including will require a formal submission of the procedure for review and acceptance prior to performing any work.*** A Professional Engineer in the State of New York must sign and seal the plans.
	4. Sheeting and Shoring Plans – If excavation within the live load influence zone (a 1.5H to 1V slope line starting at 1.5 feet below top of rail and 12’ from the centerline of track) is necessary, the contractor shall submit three (3) sets of detailed drawings and one (1) set of calculations in accordance with CSXT Design & Construction Standard Specifications. Shoring shall be designed to resist a vertical live load surcharge of 1,882 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8’-6” wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20. Allowable stresses in materials shall be in accordance with AREMA Manual for Railway Engineering, Chapter 7, 8, and 15. A Registered Professional Engineer in the State of New York must seal all sheeting and shoring plans.
	5. Ballast Protection – A ballast protection system may be required at the sole discretion of CSXT depending on the contractor’s proposed methods to perform the work. The system shall use filter fabric and indicate the anchorage system. The ballast protection is to extend a minimum of 25’ beyond the proposed limit of work or greater as determined by CSXT and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
	6. Construction Schedule – Submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.

Insurance – Submit all necessary insurance information in accordance with the current CSXT Insurance Requirements listed in “Attachment A” for approval. The complete insurance policies should be submitted by email to insurancedocuments@csx.com with a copy sent to the CMR. The body of the email shall include the following information:

CSXT PUBLIC PROJECT: NY0789; Rochester, Monroe County, New York; Milling and resurfacing at Child St and Glide St at-grade crossings with CSXT; 521258F & 520936J; Northern Zone, Rochester Subdivision; QCR-2.73 & QDL-2.89

The Contractor shall provide their name and contact information in all correspondence.

The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way.

* 1. Emergency Action Plan – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.
1. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.
2. No storm water from the project may discharge onto the CSXT right-of-way at any time during construction.
3. The Contractor must ensure that proper erosion control is implemented on and adjacent to CSXT right-of-way during construction. The Contractor may be required to submit a detailed erosion control plan for review and acceptance by CSXT or the CMR prior to performing any work.
4. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear for railroad use at all times. Equipment may not be positioned to block the railroad access road, track area, or any part of the CSXT right-of-way without CSXT approval.
5. The Contractor will be required to abide by the provisions of the CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.
6. This project will require extensive use of CSXT Flagmen to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available. Flagging requests should be made to Michael Cooper, Bergmann Associates (518) 862-0325 at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.
7. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.
8. For sheeting/shoring within eighteen (18’) feet of centerline of track, the live load influence zone, and in slopes, the contractor shall use sheet pile. No sheet pile in slopes or within eighteen (18’) feet of centerline of track shall be removed. Sheet piles shall be cutoff three (3’) feet below the ground line after backfilling to that point. The remaining three (3’) shall be backfilled immediately after cutoff.
9. Contractor access will be limited to the immediate project area only. The CSXT right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.

**SN-23. CSX Insurance Requirements**

1. Insurance Policies

Agency and Contractor, if and to the extent that either is performing work on or about CSXT’s property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker’s Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:
	1. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
	2. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
	3. Name and Address of Contractor and Agency must appear on the Declarations page.
	4. Description of operations must appear on the Declarations page and must match the Project description.
	5. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
	6. Authorized endorsements may include:
		1. Broad Form Nuclear Exclusion - IL 00 21
		2. 30-day Advance Notice of Non-renewal or cancellation
		3. Required State Cancellation Endorsement
		4. Quick Reference or Index - CL/IL 240
	7. Authorized endorsements may not include:
		1. A Pollution Exclusion Endorsement except CG 28 31
		2. A Punitive or Exemplary Damages Exclusion
		3. A “Common Policy Conditions” Endorsement
		4. Any endorsement that is not named in Section 4 (e) or (f) above.
		5. Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.
8. Additional Terms
9. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department

CSX Transportation, Inc.

500 Water Street, C-907

Jacksonville, FL 32202

OR

insurancedocuments@csx.com

1. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

**SN-24. CSX Special Provisions**

The Contractor must abide by the Special Provisions located in the Appendix of the CSX Transportation Public Project Information Manual last revised August 2020.

**SN-25. CSX Construction Submission Criteria**

The Contractor must abide by the Construction Submission Criteria located in the Appendix of the CSX Transportation Public Project Information Manual last revised August 2020.

**SUPPLEMENTARY**

 **SPECIFICATIONS**

PAGE

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