City of Rochester, New York



Contract Proposal Book for

**PROJNAME**

**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, APPRENTICESHIP TRAINING REQUIREMENTS,

AND MWBE AND WORKFORCE GOALS REQUIREMENTS

 **PROJECT SUMMARY**

PROJECT TITLE

Street Improvement Program

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

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 UNIT PRICE contract.

CONTRACT DOCUMENTS

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

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

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.

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**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** Subsection 5.2 Physical Conditions – Investigations and Reports Article 5 Availability of Lands; Physical Conditions; Reference Points of the General Terms and Conditions Section regarding obtaining copies of reports used during design of the Project (00/00/0000)
* **Added** Subsection 10.5 Value Engineering to Article 10 of the General Terms and Conditions Section (9/15/2023).
* **Revised** contact phone number for MWBE officer under Subsections SLR-19 Minority and Women Business Enterprise (MWBE) Requirements and SLR-20 Workforce Goals and Requirements of the Supplementary Laws and Regulations Section (9/15/2023).

**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.

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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**)

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. Apprenticeship and Subcontractor Data, MWBE Form P, Certification of Workforce Goals**

1. Submit Apprenticeship Agreements and Subcontractor Data as required by SIB-9 and SLR-17.
2. Submit MWBE Form P pages 1 and 2, and page 3 if required, with the bid as required by SIB-9 and SLR-19.
3. Verify intent to meet the Workforce Goals as required by SIB-9 and SLR-20 by checking the box on page P-5A.
4. Complete and sign the checklist on page P-5A of the proposal and submit all required documents.

The City will reject bids that lack any of the required documents.

**4. 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.

**5. 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 MWBE forms and Workforce Goals forms required by Subsection SLR 19 and SLR 20 of the Supplementary Laws and Regulations; 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 hard copy set of the Drawings and the Contract Proposal Book obtained from the City for this Project. Copies of the Drawings and the Contract Proposal Book may also be obtained from BidNet at [***https://www.bidnetdirect.com/new-york/city-of-rochester/***](https://www.bidnetdirect.com/new-york/city-of-rochester/).

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. Supplemental Information Available to Bidders:

The following information is available as supplemental information available to Bidders and is not bound as a part of the Contract Documents. These items will be made available to the Bidder in digital format upon request. All requests for supplemental information shall be directed to

The information is furnished solely for the convenience of the Bidders’ for use in preparation of their bid, without any warranty expressed or implied as to its accuracy or completeness. The Bidders’ 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 are different from those shown or indicated.

B. *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)

C. *NYSDOT Standard Specifications (US Customary Units)* edition – specifications as referenced.

D. Notice to Bidders (Advertisement)

E. The Contract Proposal Book:

1. Project Summary

2. Supplementary Instructions to Bidders (Page 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)

F. Additional Contract Documents:

1. Drawings (number 1 thru 00)

2. Addenda (as issued)

3. Field Change Drawings Issued after execution of the Agreement that may or may not be issued as a part of a Change Order

4. Any Change Orders Issued after execution of the 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 or may be obtained from the City web site at [***http://www.cityofrochester.gov/Specifications/***](http://www.cityofrochester.gov/Specifications/).

Certain Supplementary Specifications may make reference to *NYSDOT Standard Specifications (US Customary Units)* edition. The NYSDOT standard specifications can be found on the NYS website at ***https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us***.

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, and in accordance with section IB 4 Communications and Interpretations Given Prior to Opening of Bids of the Instructions to Bidders Section.

**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 6. Subcontractors and Assignments**

**Add** the following after the first paragraph of Subsection 6 Subcontractors and Assignments:

The Contractor shall perform with its own organization contract work amounting to not less than twenty percent (20%) of the original total contract bid price, except that any items designated by the City as “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total contract bid price before computing the amount of work required to be performed by the Contractor with its own organization. The contract amount upon which the twenty percent (20%) requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

“Its own organization” shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by it, with or without operators. Employee leasing and other similar arrangements under which workers are employed by a service organization are not considered part of the Contractor’s “own organization”.

“Specialty Items” shall be construed to be limited to work that requires specialized knowledge, skill or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole, and in general are to be limited to minor components of the overall contract.

**SIB 7. Unit Price Contract**

**Add** the following at the end of Subsection IB 7 Unit Price Contract:

***Fixed Price Items***. Some of the contract pay items may be designated as Fixed Price items, for which the unit prices are fixed and published in the Proposal. These contract pay items can be identified in the Proposal by the words, “FIXED PRICE” appearing beneath the description of the item, and preprinted entries in the “UNIT PRICE FIGURES”, “UNIT PRICE WRITTEN” and "ESTIMATED QUANTITY x UNIT PRICE" columns. The Bidder shall not alter these entries. Should the entries shown be altered, the altered figures will be disregarded and the preprinted entries will be used to determine the total amount bid for the Contract.

These Fixed Price Items have been prepared taking into account the cost of all labor, materials, and equipment necessary to complete the work, including an allowance for overhead and profit. Actual payments made under Fixed Price items will be in accordance with the provisions of the specification for that item.

***Dollars Cents Items***. Some of the contract pay items may be designated as Dollar Cents items, for which the unit prices are fixed at one dollar ($1.00). These contract pay items have preprinted entries in the "ESTIMATED QUANTITY”, “UNIT PRICE FIGURES”, “UNIT PRICE WRITTEN” and "ESTIMATED QUANTITY x UNIT PRICE" columns. The bidder shall not change these entries. Should the entries shown be altered, the altered figures will be disregarded and the preprinted entries will be used to determine the total amount bid for the contract.

Dollar Cents items generally indicate an estimate of payments, with actual payments to be based on actual costs. Actual payments made under Dollar Cents items will be based on the provisions of the specification for that item.

**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 as listed on the Bid Proposal Submissions Checklist. 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 City 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, copies of the appropriate apprenticeship agreements for the Bidder, Bidder’s Form AT-10 or if not self-sponsoring the apprenticeship program, Form AP3 and the associated Form AT-10, Form AP1 and appropriate Subcontractor apprenticeship agreements as required by the Rules and Regulations for the “Apprenticeship Training Program for Construction Projects”, if:

1. This contract involves work described in the Rules and Regulations for the “Apprenticeship Training Program for Construction Projects”; and

2. The amount of the contract to be awarded is in excess of $250,000. If any add/deduct alternates alone or in combination with the base bid could result in a contract amount award that exceeds $250,000, regardless of the base bid amount, submit the apprenticeship documentation.

A Contractor who submits a bid for such a City contract shall include with its bid package the following complete apprenticeship documents which meet the requirements of these Rules and Regulations:

1. Bidder’s Form AT-10 or, if not self-sponsoring the apprenticeship program, Form AP3 and the associated Form AT-10.

2. Bidder’s Form AP1.

Submit with the Proposal the complete Subcontractor apprenticeship documents:

1. Subcontractor’s Form AT-10 or, if not self-sponsoring the apprenticeship program, Form AP3 and the associated Form AT-10.

If no such subcontracts are proposed which exceed $100,000 in value, submit the completed City Form AP1 with the word “NONE” inserted under “Subcontract Scope of Work or Work Items” column for Subcontractors.

**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 apprenticeship agreement requirement also applies to subcontracts proposed following contract award; see the Rules and Regulations for the “Apprenticeship Training Program for Construction Projects” for details.

The Rules and Regulations for the “Apprenticeship Training Program for Construction Projects” are included in the Supplementary Laws and Regulations section. An Excel spreadsheet version of City Form AP1 is available on the City’s website at [***http://www.cityofrochester.gov/mwbe***](http://www.cityofrochester.gov/mwbe/).

Submitwith the Proposal, MWBE Form P pages 1 and 2, and page 3 if required.

Check the box to verify acceptance of the Workforce Goals on Page P-5A.

**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 Apprenticeship Agreements in accordance with the Rules and Regulations for the “Apprenticeship Training Program for Construction Projects”, per Subsection SLR 17 Apprenticeship Training Program for Construction Contracts of the Supplementary Laws and Regulations.

K. Failure to submit MWBE Form P pages 1 and 2, and page 3 if required.

L. Failure to check the box on Page P-5A to verify acceptance of the Workforce Goals.

**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 of Rochester requires any Contractor, prior to entering into a construction contract with the City of Rochester, to have a MWBE Form A – MWBE Utilization Plan submitted to and approved by the City.

The City of Rochester requires any Contractor, prior to entering into a construction contract with the City of Rochester, to have apprenticeship agreements, appropriate for the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. The Bidder must submit complete and appropriate apprenticeship documentation with the Bid proposal.

For purposes of this article, Contractor shall mean an entity which directly employs labor under a construction contract. A construction contract shall mean a City of Rochester public works contract for an amount in excess of $250,000 for construction, reconstruction, or improvement of any building, facility or physical structure of any kind, or any subcontract thereto which exceeds $100,000 in value.

The Rules and Regulations for the “Apprenticeship Utilization Requirement” are included under Subsection SLR 17 Apprenticeship Training Program for Construction Contracts of the Supplementary Laws and Regulations.

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.*

The approved MWBE Utilization Plan, Workforce Staffing Plan and Apprenticeship agreements submitted and accepted by the City shall be incorporated into this agreement, along with any amendments to the MWBE Utilization Plan, Workforce Staffing Plan and Apprenticeship agreements approved during the period of this agreement.

**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) Section 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 or entities 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 (Prohibited Entities List). 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 Prohibited Entities 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**

**PROJNAME**

**Project No. PROJNUMBER**

**Issued:**

**SUBMIT WITH THE BID PROPOSAL COPIES OF:**

**MWBE FORM P MWBE PARTICIPATION PLAN PAGES 1 AND 2, AND PAGE 3 IF NECESSARY, AS REQUIRED BY THE“MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) REQUIREMENTS”; AND**

**APPRENTICESHIP AGREEMENTS AND SUBCONTRACTOR DATA REQUIRED BY RULES; AND**

**REGULATIONS FOR THE “APPRENTICESHIP TRAINING PROGRAM FOR CONSTRUCTION PROJECTS”; AND**

**NO REQUIRED APPRENTICESHIP MATERIAL WILL BE ACCEPTED AFTER BIDS HAVE BEEN OPENED**

**PROPOSAL TO**

**THE CITY OF ROCHESTER**

**CITY HALL, 30 CHURCH STREET**

**ROCHESTER, NEW YORK l4614**

For Construction of: **Projname**

Project Number: **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.

**NON-COLLUSIVE BIDDING CERTIFICATION**

A. Every bid herein made to the City of Rochester, 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 or 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, 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.

**INSERT**

**BID PROPOSAL FORMS**

**STARTING HERE**

**(FOLLOWING ARE SAMPLES OF THE REQUIRED**

**FORMAT TO BE USED FOR PREPARATION OF A BID PROPOSAL)**









|  |
| --- |
| **BID PROPOSAL SUBMISSIONS CHECKLIST****Complete and sign this checklist to verify that all required submissions are attached to the Bid.****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.** |
| **Included** | **Item** | **Notes** |
| \_\_\_\_\_ | Bid Proposal |  |
| \_\_\_\_\_ | Addenda issued for the Bid | Sign and date each addendum issued for this Bid |
| \_\_\_\_\_OR\_\_\_\_\_\_\_\_\_\_OR\_\_\_\_\_ | Bidder’s Apprenticeship Agreement(s)Bid plus add alternates does not exceed $250,000ORBid plus add alternates exceeds $250,000\_\_\_\_\_ AT-10 form(s) of Bidder attached\_\_\_\_\_ AP3 form(s) of Bidder attached, ifneeded\_\_\_\_\_ AP1 form\_\_\_\_\_ Subcontractor AT-10 and AP3, if needed, for Subcontractors proposed for each subcontract that exceeds $100,000OR\_\_\_\_\_ Write “NONE” in Subcontractor data area if no subcontract greater than $100,000 is proposed; and Submit Form | Required if Bid is greater than $250,000See Special Instructions for Bidders SIB 9 andSLR 17 for detailsNew York State Department of Labor Form AT-10 for program sponsorCity of Rochester Form AP3 if Bidder is not the program sponsorNew York State Department of Labor Form AT-10 for program sponsor and City of Rochester Form AP3 if Subcontractors are not the program sponsorSubcontractor AT-10 and AP3 Forms are only required with this proposal if the Bid plus add alternates exceeds $250,000 |
| \_\_\_\_\_ | Contract Work Certification | The Bidder certifies understanding of and commitment that a minimum of 20% of the contract work must be performed by the Bidder’s own organization as required by SIB 6 |
| \_\_\_\_\_ | Workforce Goals Certification | The Bidder certifies understanding of and commitment to meet the 20% M and 6.9% W workforce goals incorporated in this contract per SIB 9 and SLR 20 |
| \_\_\_\_\_ | Incentive Program Payment | The Bidder expects to apply for the Incentive Program Payments upon completion of the project per SIB 15 and SLR 18 (check if Yes) |

(Page 1 of 2 – continued on Page P-5B)

(Page 2 of 2 – continued from Page P-5A)

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_ | Bid Bond | Submit Bid Bond - not required for bids less than $100,000 (page P-7) |
| \_\_\_\_\_ | Apprenticeship Forms AP1 and AP3 | Complete forms, sign and date (pages P-10 thru P-11) |
| \_\_\_\_\_ | MWBE Form P | Submit MWBE PARTICIPATION PLAN, pages 1 and 2, and page 3 if required per SIB 9 and SLR 19 (pages P-13 thru P-15) |
| \_\_\_\_\_ | Consultant/Contractor Information Form | Complete form (pages P-16 thru P-17) |

I am an authorized representative for the Bidder named below. The Bidder understands that its Bid may be deemed informal and not considered for contract award by the City if the information required above is not submitted with the Bid.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporate Seal:

Signed By (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

The undersigned proposes to complete:

PROJECT TITLE: **Projname**

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 UNIT PRICES shown in this Proposal.

 WRITTEN FIGURES

**SUBTOTAL BASE BID**

 (w/o ITEM 699.040001)

 $

**MOBILIZATION**

**ITEM 699.040001**

 (Shall not exceed 4%

 of Subtotal Base Bid) $

**TOTAL BASE BID**

 (w/ ITEM 699.040001)

 $

I, the undersigned Bidder, acknowledge and accept that this contract contains MWBE Goals in the amounts specified in these Contract Documents. In particular I, the undersigned Bidder, affirm that I have read and understand the MWBE requirements contained in the Contract Documents, and agree to meet these requirements. I, the undersigned Bidder, further acknowledge and accept that this contract contains a requirement that a minimum of twenty percent (20%) of the contract work must be done by the Bidder’s own organization.

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

LEGAL NAME OF PERSON, FIRM OR CORPORATION

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

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

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

PROJECT TITLE: **Projname**

PROJECT NO. **Projnumber**

P. O. ADDRESS OF BIDDER: CORPORATE SEAL

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

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

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

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

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

**INSERT**

**CONTINGENT ITEMS LIST**

**STARTING HERE**

**SEE THE CITY OF ROCHESTER’S WEBSITE AT** [**www.cityofrochester.gov/constructiondocuments/public**](http://www.cityofrochester.gov/constructiondocuments/public) **works contract documents**

**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

**Apprenticeship Training Program for Construction Contracts**

**1. Policy and Regulations**.

By Ordinance 2003-347 of the City Council, as amended by Ordinance 2009-76, the City of Rochester established a policy to promote apprenticeship training programs, as authorized by Section 816-b of the New York State Labor Law. This policy applies to any City public works contract for an amount in excess of $250,000, or if any add/deduct alternates alone or in combination could result in a contract amount award that exceeds $250,000, regardless of the base bid amount, for construction, reconstruction, or improvement of any building, facility, or physical structure of any kind, and any subcontract thereto in excess of $100,000. Regulations for the implementation and enforcement of the apprenticeship policy follow.

**2. Requirement for Contractors and Subcontractors.**

For any bids subject to the apprenticeship requirements as defined in Section 1, the City of Rochester requires the Contractor, prior to entering into the construction contract, and any Subcontractor proposed to perform a subcontract thereto in excess of $100,000, to have apprenticeship agreements, appropriate for the type and scope of work to be performed and which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

**3. Submittals with Bid Proposal.**

The Bidder shall submit for itself and for any Subcontractor(s) whom the Bidder proposes at the time of the bid to perform a subcontract in excess of $100,000 in value, copies of the following documents with the bid Proposal for each apprenticeship training program, approved by the New York State Department of Labor, which the Bidder or Subcontractor(s) will need to satisfy the requirements of the Apprenticeship Training Program requirement:

1. If the Bidder is sponsor of an apprenticeship training program, a copy of the Form AT-10, “New York State Department of Labor Apprenticeship Training Program Registration Agreement”, issued to the Bidder in approval of that apprenticeship training program.

2. If the Bidder does not self-sponsor an apprenticeship program but is party to an agreement with the sponsor of apprentices who are enrolled in an apprenticeship training program that is sponsored by a trade union, a joint apprenticeship committee, or other organization other than the Bidder,

a. An “Agreement to Utilize Apprentices for a City Construction Contract” form (City Form AP3) signed by the Bidder and the apprenticeship training program sponsor; and

b. A copy of the current “New York State Department of Labor Apprenticeship Training Program Registration Agreement”, Form AT-10, issued to the sponsor in approval of that program.

3. The Bidder shall also submit with the bid package, the following:

a. City Form AP1, “Schedule of Subcontracts and Apprenticeship Agreements,” a listing of any Contractor proposed to hold a subcontract that exceeds $100,000 in value, including the name of the Subcontractor, the scope and value of work proposed to be performed, and the name of any apprenticeship trade for which an approved apprenticeship agreement will be submitted; and

b. Copies of approved apprenticeship agreements as detailed in 2.a and 2.b above that are held by the proposed Subcontractors and intended to meet the requirements of the Apprenticeship Training Program.

c. An Excel spreadsheet version of City Form AP1 is available on the City’s website at [***http://www.cityofrochester.gov/apprenticeshiptraining***](http://www.cityofrochester.gov/apprenticeshiptraining)***.***

4. Any apprenticeship agreement submitted shall be:

a. Submitted completely with Bid;

b. Current and valid;

c. Represent an apprenticeship training program that is active and in good standing with the New York State Department of Labor; and

d. Appropriate to the scope and nature of the work to be performed under the contract.

5. Submit complete apprenticeship documentation with Bid proposal. An incomplete package will be declared informal and will not be considered for award. No required apprenticeship material will be accepted after Bids have been opened.

**4. Enforcement**.

If the Bidder fails to comply with the requirements of the “Apprenticeship Training Program for Construction Contracts”, the City will deem the Bidder non-responsive and disqualify the Bidder from consideration for the pending contract.

**Schedule of Subcontracts and Apprenticeship Agreements.**

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

[***http://www.cityofrochester.gov/apprenticeshiptraining***](http://www.cityofrochester.gov/apprenticeshiptraining), or by calling (585) 428-8858.



Form AP3 (11/12)

**Agreement to Utilize Apprentices**

**on a**

**City of Rochester Construction Contract**

To be used when a Bidder on a City of Rochester construction contract utilizes one or more apprentices supplied by an apprenticeship training program that the Bidder does not sponsor to satisfy the requirements of the City of Rochester Apprenticeship Training Program.

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Bidder”

Apprenticeship Training

Program Sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Sponsor”

 **ATTACH VALID NYSDOL AT-10 FORM**

City of Rochester

Construction Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Contract”

The Bidder and sponsor agree as follows:

1. The sponsor will provide the Bidder with one or more apprentices for employment on the contract in the following occupation. Each apprentice is enrolled in an active apprentice training program that is registered with, approved by, and is in good standing with the New York State Department of Labor and has an apprenticeship agreement that has been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law:

Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The Bidder will employ the apprentice(s) to perform work on the contract under terms and conditions applicable to construction contract work in New York State.

**Attach a copy of the sponsor’s currently valid and signed New York State Department of Labor form AT-10, “Apprentice Training Program Registration Agreement”, for the occupation listed above**.

ss/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ss/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bidder Representative Sponsor Representative

ss/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Date

**Minority and Women Business Enterprise (MWBE)**

**Participation Plan**

**1. Requirements**.

The City of Rochester requires any Contractor, prior to entering into a construction contract with the City of Rochester, to have an MWBE Utilization Plan submitted to and approved by the City.

**2. Submittals with Bid Proposal.**

Bidders must submit with their bid a completed MWBE Form P – the MWBE Participation Plan, pages 1 and 2, and page 3 if required.

This Plan indicates the MWBE Subcontractors the Bidder intends to utilize if awarded this contract in order to fulfill the MWBE goals. Form P, Page 1, lists the names of each Subcontractor the Bidder intends to use, the MWBE classification, the type of work that the Subcontractor will do, the proposed dollar amount of the subcontract and the percentage of the base bid amount. On Form P, Page 2, the Bidder must indicate at what stage, or stages, each MWBE Subcontractor is expected to be utilized.

The Bidder must complete and submit Form P, Page 3, if the Bidder is not meeting the 20% M and 10% W goals.

The City may reject the Bidder’s submittal as invalid or incomplete if the Bidder fails to submit a completed MWBE Form P pages 1 and 2, and page 3 if required.

**3. Enforcement**.

If the Bidder fails to comply with the requirements for the “Minority and Women Business Enterprise (MWBE) Participation Plan”, required by Subsection SLR 19 of the Supplementary Laws and Regulations, the City will deem the Bidder non-responsive and disqualify the Bidder from consideration for the pending contract.









**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 *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 **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 or engineering charges, or both, to the City as specified in the table in Paragraph 10.4.1 of the General Terms and Conditions, and Subsection STC 10.4 Liquated Damages .of the Supplementary Terms and Conditions Section.

**ARTICLE 5. CONTRACT PRICE**

 The City will pay the Contractor for the total number of each of the units of work in the attached schedule completed, at the UNIT PRICES stated in the Proposal, 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, and Section 13.3 of the Supplementary Terms and Conditions.

 The City will retain five percent (5%) of the approved progress payment due the Contractor each month until the City Engineer certifies that the work is substantially complete. At such time, the City Engineer will authorize payment of the contract balance, including release of the five percent (5%) retainage, less any assessed liquidated damages and a withheld sum as provided in Section 14.2 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.

 The Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor, upon depositing with the City Finance Director: (a) bonds or notes of the United States of America, or obligations, the payment of which is guaranteed by the United States of America; or (b) bonds or notes of the State of New York; or (c) bonds of any political subdivision in the State of New York, of a market value equal to the amount so withdrawn. The City Finance Director, from time to time, shall collect all interest and income on the obligations so deposited, and shall pay the same, when and as collected to the Contractor. However, the Contractor shall not be entitled to interest or income on any such obligations deposited if the proceeds of the obligations have been used or applied by the City pursuant to the terms of these Contract Documents. The City Finance Director may impose upon the Contractor such service charges for receiving, handling, and disbursing funds as may be allowed by law.

**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)* 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. Field Change Drawings Issued after execution of the Agreement that may or may not be issued as a part of a Change Order

4. Any Change Orders Issued after execution of the 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,

(a) 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 |  |  |  |  |
| BUILDERS 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**

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SLR 2. Compliance with Policies Prohibiting Discrimination

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SLR 3. Compliance with Labor Laws SLR-1

SLR 9. Safety and Health Requirements

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SLR 18. Incentive Program for Public Works Contracts SLR-11

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**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.

If the Contractor or any Subcontractor performing work under the contract fails to submit its proof of certification, the City may retain five percent (5%) of payment due the prime Contractor on any progress payment until receipt of proper documentation of certification.

**G. UDig NY Certified Excavator Program (CEP) 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 (Udig NY), 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 (CEP), 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 17.** **Apprenticeship Training Program for Construction Contracts**

**1. Policy and Regulations**.

By Ordinance 2003-347 of the City Council, as amended by Ordinance 2009-76, the City of Rochester established a policy to promote apprenticeship training programs, as authorized by Section 816-b of the New York State Labor Law. This policy applies to any City public works contract for an amount in excess of $250,000, or if any add/deduct alternates alone or in combination could result in a contract amount award that exceeds $250,000, regardless of the base bid amount, for construction, reconstruction, or improvement of any building, facility, or physical structure of any kind, and any subcontract thereto in excess of $100,000. Regulations for the implementation and enforcement of the apprenticeship policy follow.

**2. Requirement for Contractors and Subcontractors.**

For any bids subject to the apprenticeship requirements as defined in Section 1, the City of Rochester requires the Contractor, prior to entering into the construction contract, and any Subcontractor proposed to perform a subcontract thereto in excess of $100,000, to have apprenticeship agreements, appropriate for the type and scope of work to be performed and which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

**3. Submittals with Bid Proposal.**

The Bidder shall submit for itself and for any Subcontractor(s) whom the Bidder proposes at the time of the bid to perform a subcontract in excess of $100,000 in value, copies of the following documents with the bid Proposal for each apprenticeship training program, approved by the New York State Department of Labor, which the Bidder or Subcontractor(s) will need to satisfy the requirements of the Apprenticeship Training Program requirement:

1. If the Bidder is sponsor of an apprenticeship training program, a copy of the Form AT-10, “New York State Department of Labor Apprenticeship Training Program Registration Agreement”, issued to the Bidder in approval of that apprenticeship training program.

2. If the Bidder does not self-sponsor an apprenticeship program but is party to an agreement with the sponsor of apprentices who are enrolled in an apprenticeship training program that is sponsored by a trade union, a joint apprenticeship committee, or other organization other than the Bidder,

a. An “Agreement to Utilize Apprentices for a City Construction Contract” form (City Form AP3) signed by the Bidder and the apprenticeship training program sponsor; and

b. A copy of the current “New York State Department of Labor Apprenticeship Training Program Registration Agreement”, Form AT-10, issued to the sponsor in approval of that program.

3. The Bidder shall also submit with the bid package, the following:

a. City Form AP1, “Schedule of Subcontracts and Apprenticeship Agreements,” a listing of any Contractor proposed to hold a subcontract that exceeds $100,000 in value, including the name of the Subcontractor, the scope and value of work proposed to be performed, and the name of any apprenticeship trade for which an approved apprenticeship agreement will be submitted; and

b. Copies of approved apprenticeship agreements as detailed in 2.a and 2.b above that are held by the proposed Subcontractors and intended to meet the requirements of the Apprenticeship Training Program.

c. An Excel spreadsheet version of City Form AP1 is available on the City’s website at [***http://www.cityofrochester.gov/apprenticeshiptraining***](http://www.cityofrochester.gov/apprenticeshiptraining)*.*

4. Any apprenticeship agreement submitted shall be:

a. Submitted completely with Bid;

b. Current and valid;

c. Represent an apprenticeship training program that is active and in good standing with the New York State Department of Labor; and

d. Appropriate to the scope and nature of the work to be performed under the contract.

5. Submit complete apprenticeship documentation with Bid proposal. An incomplete package will be declared informal and will not be considered for award. No required apprenticeship material will be accepted after Bids have been opened.

**4. Enforcement**.

If the Bidder fails to comply with the requirements of the “Apprenticeship Training Program for Construction Contracts”, the City will deem the Bidder non-responsive and disqualify the Bidder from consideration for the pending contract.

**Schedule of Subcontracts and Apprenticeship Agreements.**

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

[***http://www.cityofrochester.gov/apprenticeshiptraining***](http://www.cityofrochester.gov/apprenticeshiptraining), or by calling (585) 428-8858.



Form AP3 (11/12)

**Agreement to Utilize Apprentices**

**on a**

**City of Rochester Construction Contract**

To be used when a Bidder on a City of Rochester construction contract utilizes one or more apprentices supplied by an apprenticeship training program that the Bidder does not sponsor to satisfy the requirements of the City of Rochester Apprenticeship Training Program.

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Bidder”

Apprenticeship Training

Program Sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Sponsor”

 **ATTACH VALID NYSDOL AT-10 FORM**

City of Rochester

Construction Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Contract”

The Bidder and sponsor agree as follows:

1. The sponsor will provide the Bidder with one or more apprentices for employment on the contract in the following occupation. Each apprentice is enrolled in an active apprentice training program that is registered with, approved by, and is in good standing with the New York State Department of Labor and has an apprenticeship agreement that has been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law:

Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The Bidder will employ the apprentice(s) to perform work on the contract under terms and conditions applicable to construction contract work in New York State.

**Attach a copy of the sponsor’s currently valid and signed New York State Department of Labor form AT-10, “Apprentice Training Program Registration Agreement”, for the occupation listed above.**

ss/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ss/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bidder Representative Sponsor Representative

ss/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Date

**Apprenticeship Training Program for Construction Contracts**

**RULES AND REGULATIONS**

**Authorization**

These RULES AND REGULATIONS are promulgated under authority of City Ordinance 2003-347, which was adopted by the City Council on October 21, 2003, and amended by Ordinance 2009-76, which was adopted by City Council on March 18, 2009. These Ordinances were enacted under authority granted by Chapter 571 of the Laws of 2001, as codified in Section 816-b of the New York State Labor Law.

**Summary of City Ordinance 2003-347**, as amended

City Ordinance 2003-347, as amended, makes it the policy of the City of Rochester “to promote apprenticeship training programs.” The scope of the Ordinance includes any public works contracts, as defined in the Ordinance that are in excess of $250,000. The Ordinance further requires that the Contractors for such a contract and for any subcontract thereto in excess of $100,000, prior to entering into such public works contracts, “have apprenticeship agreements, appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor.” The Ordinance authorizes the Commissioner of Environmental Services “to promulgate such rules and regulations necessary and appropriate for the implementation and enforcement of this ordinance.” The Ordinance also requires that the “City shall provide assistance to Contractors to its greatest extent possible in obtaining State approval of apprenticeship programs;” Such approval shall be obtained before a Contractor submits a bid for a construction contract or is awarded a subcontract.

**Definitions**

Appendix A contains definitions of terms used. Appendix A is an integral part of these RULES AND REGULATIONS.

**Effective Date and Administration**

The RULES and REGULATIONS shall be effective for contracts advertised for public bid after January 1, 2004, and, as revised, shall be effective for contracts advertised for public bid after March 19, 2009. They shall be administered by the Commissioner of Environmental Services. Direct inquiries to:

 Commissioner of Environmental Services

 City of Rochester

 30 Church Street, Room 300B

 Rochester, NY 14614-1278

 (585) 428-6855 office

 (585) 428-6010 fax

**Application**

1. These RULES AND REGULATIONS shall apply to any construction contract in excess of $250,000, and that is subject to the Rules and Regulations, and to any subcontract thereto in excess of $100,000. The contract value for determination of application shall be the original contract price, including any items that are bid as alternates and accepted in the original contract or subcontract. Any field changes, made after contract award, made for any reason, shall not be counted in determining if a contract or subcontract exceeds the threshold value.

2. These RULES AND REGULATIONS shall only apply to public works contracts as defined in Appendix A. Accordingly, they shall not apply to any of the following types of contracts:

 Contracts for the incidental or routine repair, operation or maintenance of any city building, street or street appurtenance, facility or structure and for major repair or maintenance where the City determines that the contract does not afford an opportunity for an apprentice to accumulate a significant amount of required on-the-job training;

 Contracts for the delivery of public services;

 Contracts for any professional service, whether associated with a public works construction contract or not;

 Contracts for the purchase of materials, supplies or equipment;

 Contracts for the purchase, delivery and/or installation of furnishings, furniture and/or equipment; and

 Any other contract that does not meet the definition of a construction contract as defined in Appendix A.

3. These RULES AND REGULATIONS shall not apply in the following situations:

 Any services procured through New York State Contracts as administered by the New York State Office of General Services; and,

 Any contracts utilizing federal, state, county or other funding assistance to the extent that the funding agency has indicated in writing that use of such funding precludes application of the Apprenticeship Training Program or the City determines that funding provisions make such application impractical. If the agency has an approved program available that provides for or encourages apprenticeship training, the City shall investigate applying that program to the contract and, if feasible, do so to the fullest practical extent.

**Procedures**

1. A Contractor who submits a bid for a City contract for which the contract amount exceeds $250,000 shall submit with the bid package a copy of the following for each apprentice agreement intended to meet the requirements of this regulation:

a. The current New York State Department of Labor Form AT-10, “Apprentice Training Program Registration Agreement,” issued to the Contractor or other sponsor of the apprentice training program; and

b. If the apprentice training program is not sponsored by the Contractor, an executed copy of City Apprenticeship Training Program Form AP3, “Agreement to Utilize Apprentices on a City of Rochester Construction Contract.”

c. The Contractor shall also submit with the bid package the following:

(1) A listing of any Contractor proposed to hold a subcontract that exceeds $100,000 in value, including the name of the Subcontractor, the scope and value of work proposed to be performed, and the name of any apprenticeship trade for which an approved apprenticeship agreement will be submitted, and

(2) Copies of approved apprenticeship agreements intended to meet the requirements of this regulation as detailed in 1.a and 1.b above.

2. A Contractor who, subsequent to contract award, proposes to enter subcontract that exceeds $100,000 in value, shall submit apprenticeship agreements as described in 1a or 1b above with the proposed subcontract documents to the City Project Manager for approval prior to entering the subcontract.

3. The City may verify that any apprenticeship agreement submitted by a Contractor is current and valid.

4. If a Contractor fails to timely submit valid apprenticeship agreements, the Contractor may be deemed to be non-responsive, and may be disqualified from further consideration for the pending contract or subcontract.

**Assistance**

The City shall provide assistance to Contractors to its greatest extent possible in obtaining State approval of apprenticeship programs by:

1. Referral to the New York State Department of Labor Rochester regional office and apprenticeship training representatives for apprenticeship training program sponsorship, referral to State-approved programs, recruitment of apprentices, assistance with program maintenance, and other technical assistance;

2. Supporting programs and activities that encourage or assist Contractors to develop or participate in apprenticeship training programs;

3. Other means which may be determined on a case by case basis.

**Waivers**

1. No waivers shall be provided to the general requirement that Contractors have current, valid apprenticeship agreements, appropriate to the scope and nature of the work to be performed under the contract, registered with the New York State Commissioner of Labor. Failure to document such agreements will result in a Contractor being deemed non-responsive, and such Contractor will be disqualified from consideration for the pending contract.

2. The Commissioner may grant a waiver for an apprenticeship agreement specific to a particular trade that is appropriate to the scope and nature of the work to be performed under the contract if:

a. The New York State Department of Labor certifies that no apprenticeship training is available or may be approved for that trade within the Rochester Labor Market by the time of contract award or of any subcontract proposed for approval subsequent to contract award;

b. The application of the requirements of the apprenticeship program for City construction contracts would prevent the City or the Bidder from obtaining a Contractor or Subcontractor that is qualified to perform specific contract work, regardless of the price for that work.

**Enforcement**

If the Contractor fails to comply with the requirements of the Apprenticeship Training Program for Construction Contracts, the City will deem the Contractor non-responsive and disqualify the Contractor from consideration for the pending contract.

**Appendix A**

**Definitions**

The following definitions apply to the RULES AND REGULATIONS promulgated herein to provide guidance on the implementation and enforcement of City of Rochester Ordinance 2003-347, as amended.The definitions provided hereare an integral part of these RULES AND REGULATIONS**.**

**Alteration** - the process of improving real property that adds value to its permanent value and prolongs its intended life appreciably; does not include repair, operation, or routine maintenance of existing real property.

**Apprenticeship Agreement** - shall be:

a. The current New York State Department of Labor Form AT-10, “Apprentice Training Program Registration Agreement,” issued to the Contractor or other sponsor of the apprentice training program; and,

b. If the apprentice training program is not sponsored by the Contractor, an executed copy of City Apprenticeship Utilization Program Form AP3, “Agreement to Utilize Apprentices on a City of Rochester Construction Contract.”

**Construction contract** - shall mean any City public works contract for an amount in excess of $250,000, or subcontract thereto in excess of $100,000, for construction, reconstruction or improvement of any building, facility or physical structure of any kind.

**Construction** - the process of building, altering, or improving any public structure or building, demolition of existing real property, or other public improvement of any kind to any public real property; does not include the operation or routine maintenance and repair of existing real property.

**Contractor** - shall mean a Contractor which directly employs labor under a construction contract or subcontract.

**Demolition** - the process of taking down or removing a facility or physical structure from real property.

**Improvement** - the process of alteration or renovation of real property that adds value to its permanent value and prolongs its intended life appreciably, and major maintenance and repair of real property that affords an opportunity for an apprentice to accumulate a significant amount of on-the-job training; does not include the incidental or routine repair, operation, or routine maintenance of existing real property.

**Installation** - the process of installing material and equipment in relation to a construction contract as defined above; does not include the operation or routine maintenance and repair of existing real property.

**Maintenance and Repair** - shall mean the upkeep of real property that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.

**Real Property** - is the land and its permanently affixed buildings and structures.

**Reconstruction** - the process of rebuilding, altering, or improving any public structure or building, or other public improvement of any kind to any public real property; does not include the operation or routine maintenance and repair of existing real property.

**Rehabilitation** - the process of reconstruction, improvement, alteration, installation, or renovation of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include the operation, or routine maintenance and repair of existing real property.

**Renovation** - the process of reconstruction, improvement, installation and alteration of real property that adds value to its permanent value and prolongs its intended life appreciably; does not include the operation or routine maintenance and repair of existing real property.

**Rochester Labor Market** - shall mean those counties served by the Rochester Regional Office of the New York State Department of Labor.

[Note: In January 2004 that area includes the following nine counties: Genesee; Livingston; Monroe; Ontario; Orleans; Seneca; Wayne; Wyoming; and Yates]

**Subcontractor** - shall mean an individual, partnership, corporation or joint venture to whom the construction Contractor sublets any part of the project.

**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 19. Minority and Women Business Enterprise (MWBE) Requirements**

The City has a Minority and Women Business Enterprise (MWBE) policy that ensures participation of Minority and Women-owned businesses on City public works projects. Ordinance 2018-54 established a goal, effective July 1, 2018, that MWBE’s will receive 30% of the aggregate total annual contract awards for City public works contracts over $10,000, with the goal for minority owned businesses (M) being 20% and women owned businesses (W) being 10%.

The requirements specified herein are established in order to accomplish these goals. Included within these bid documents are the following sections of SLR 19 that identify the policy requirements, participation requirements, utilization requirements and good faith effort requirements. Also provided is a table that identifies the types of work the City believes will need to be performed to complete this contract. This table is provided as an aid to bidders who are seeking certified MWBE’s available in the Rochester region to do this work. However, this table is provided for informational purposes only and does not relieve the bidder of making a good faith effort to meet the MWBE goals for this contract.

All MWBE requirements, documents and forms are provided on the City’s website at [***http://www.cityofrochester.gov/mwbe***](http://www.cityofrochester.gov/mwbe/)***/*** and are hereby incorporated by reference.

Information about MWBE goals may be obtained on an advisory basis by contacting the City of Rochester MWBE Officer at (585) 428-6390.

**MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE)**

**CONSTRUCTION UTILIZATION GOAL**

**1. Policy Goals**

City of Rochester Ordinance 2018-54 sets forth the following policy goals for all City public works construction contracts:

1.1 Goals for Public Works Construction Projects – 30% Aggregate Goal to Minority and Women Owned Enterprises (MWBE), which shall be split as a 20% goal for Minority (M) Owned businesses and a 10% goal for Women (W) owned businesses.

1.2 A contractor, vendor or consultant shall be eligible for meeting the MWBE goals if:

1.2.1 It is a state-certified MWBE at the time of the contract award. State certification requires that a business be at least 51% owned and controlled by minorities (M), women (W), or both. Minority shall be defined consistent with state and federal definitions, e.g. Black, Hispanic, American Indian or Alaskan Native, Asian – Indian Subcontinent, and Asian Pacific.

1.2.2 The contractor, vendor or consultant has bona fide offices and operations in the Empire State Development (ESD) Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified businesses from outside this region may be counted if there are insufficient businesses in the region to perform the specialized work or consulting services required.

**2. Participation Plan Requirements**

Bidders are required to demonstrate how they intend to meet the City’s MWBE goals, both the 30% aggregate goal and the 20% M and 10% W goals in performing the work of this contract.

2.1 Bidders shall submit with their bid a completed MWBE Form P – the proposed MWBE Participation Plan (Form P pages 1 and 2, and page 3 if required). The amounts and percentages shown on Form P, page 1, should be based on the bidder’s Total Base Bid price.

2.2 The proposed MWBE Participation Plan indicates the MWBE subcontractors the bidder intends to utilize if awarded this contract in order to fulfill the MWBE goals listed in Section 1.1 above. Form P, Page 1, lists the names of each subcontractor the bidder intends to use, the MWBE classification, the type of work that the subcontractor will do, the proposed dollar amount of each subcontract and the percentage of the base bid amount. On Form P, Page 2, the bidder shall indicate at what stage, or stages, each MWBE subcontractor is expected to be utilized. Form P, Page 3 shall be completed and submitted with the bid if Form P, Page 1, shows that the amount of work to be subcontracted to MWBE’s does not equal at least thirty percent (30%) of the total base bid and/or the minority and women sub-goals are not met. On Page 3, the bidder must explain why the bidder is not meeting the 30% MWBE goal and/or the minority and women goals.

2.3 Only MWBE firms that are certified by the State of New York, and located within the Rochester region (defined as the nine-county Empire State Development Finger Lakes Region), or otherwise approved by the City's MWBE Officer should be entered on Form P (a list of approved certified MWBE’s in the region is available on the City website at [***http://www.cityofrochester.gov/mwbe/***](http://www.cityofrochester.gov/mwbe/)).

2.4 The proposed MWBE Participation Plan (Form P Plan) will be used by the City to determine whether or not the bidder has demonstrated the intent and ability to meet the overall 30% MWBE utilization goal, and 20% Minority and 10% Women MWBE sub-goals for this contract.

2.5 The bidder may propose the use of any MWBE companies who are certified to do any of the work required by the contract. However, for subcontracts requiring substantial materials and/or supply purchases, the following rules apply:

2.5.1 If the subcontractor is a manufacturer, or is certified/licensed as a manufacturer’s rep who performs the installation, and is classified as such in the State MWBE Directory, 100% of the supply and installation subcontract may be counted towards meeting the goal,

2.5.2 If the subcontractor is a supplier and is classified as such in the State MWBE Directory, 60% of the supply subcontract may be counted towards meeting the goal,

2.5.3 The City will not accept brokered services to count towards meeting the goal.

2.6 If the contract award is less than $50,000, only the aggregate MWBE goal shall apply. Any single MWBE or group of MWBE’s may be utilized.

2.7 If the City elects to choose Add or Delete Alternates in addition to the Base Bid, the Form P Plan shall be adjusted to ensure that the MWBE goals are met based upon the total value of the contract award.

2.8 The City reserves the right to request that the bidder modify the Form P Plan if: a) any proposed MWBE subcontractor is not qualified to do the work based on state certification categories and/or direct City experience with said subcontractor; b) if the Form P Plan does not demonstrate that the bidder will fully meet the MWBE utilization goals for this contract, either by category or percentage, c) if the City selects an add/delete alternate that will increase or decrease the award of the contract. The MWBE Officer will work with the bidder to develop an acceptable MWBE Form P plan based upon the work required by the contract, the availability of qualified MWBE companies to perform the work, current market conditions as reflected in bids for this and/or similar contracts in the region, any specialty work waivers, and the demonstration of a good faith effort to meet the MWBE utilization goals for this contract.

2.9 At the conclusion of the City’s review of the Form P Plan and upon notification by the City, the bidder must submit, within ten (10) calendar days, a completed MWBE Form A – MWBE Utilization Plan (Form A Utilization Plan), along with a completed MWBE Form B – Intent to Perform as a Subcontractor and MWBE Form C – MWBE Affidavit, for each MWBE subcontractor. Unless otherwise approved by the City, the subcontractors shown on the Form P Plan, along with any revisions per Sections 2.7 and 2.8 above, shall be used in the Form A Utilization Plan. The City shall accept and approve the submitted Form A Utilization Plan if it reflects utilization of MWBE’s developed in accordance with Sections 2.1 through 2.8 above. The Approved Form A Utilization Plan shall become an integral part of the performance agreement between the parties, along with corresponding Form B and Form C documents for each subcontractor. The City reserves the right to reject the submitted Form A Utilization Plan if it does not incorporate recommendations made by the MWBE Officer developed in accordance with Section 2.8 above. If a bidder does not provide an acceptable Form A Utilization Plan within ten (10) calendar days of request, the City reserves the right to declare the bid non-responsive.

**3. Utilization Requirements**

As a condition of this contract, the Contractor is required to provide the City with proof that the Contractor has utilized and paid MWBE subcontractors as shown on the Approved Form A Utilization Plan and consistent with the information provided on MWBE Form B – Intent to Perform as a Subcontractor and MWBE Form C – MWBE Affidavit for each MWBE subcontractor.

3.1 As stated in Section 2.9 above, a bidder must submit, within ten (10) calendar days, a completed Form A Utilization Plan, along with an MWBE Form B – Intent to Perform as a Subcontractor and MWBE Form C – MWBE Affidavit for each MWBE subcontractor.

3.2 Once approved by the City, the Approved Form A Utilization Plan and related Forms B and C shall become the contractual obligation of the Contractor for utilizing approved MWBE subcontractors to meet the MWBE goals for the project, along with any additions or subtractions per Section 3.3 below. The Contractor is required to utilize the approved MWBE subcontractors during the course of the project as shown in the Approved Form A Utilization Plan.

3.3 If any individual change order is 5% or more, or if any change order brings the total net cumulative amount of change orders to the initial contract award to 5% or more, the Contractor must submit a revised Form A Utilization Plan, and related Forms B and C (only if adding a new MWBE firm), and have these approved by the City. A Form A Utilization Plan revision must be submitted and approved each time a new change order occurs after the 5% threshold has been reached. Form A Utilization Plan revisions must be made where change orders increase the contract total, in order to ensure that MWBE goals are adjusted upward in proportion to the most recently Approved Form A Utilization Plan.

3.4 The last dated Approved Form A Utilization Plan (either the initial Approved Form A Utilization Plan or the last revised Approved Form A Utilization Plan to reflect change orders) shall be the Final Approved Form A Utilization Plan. The percentage goals and subcontract amount on the Final Approved Form A Utilization Plan shall be the contract requirements against which MWBE utilization will be determined.

3.5 The Contractor shall submit periodic MWBE utilization reports to the City, on forms or on a web based system provided by the City. A completed MWBE Form W - Subcontractor/Supplier Payment Certification Form (Form W) and MWBE Form F - Report of MWBE Utilization (Form F)shall be submitted with each application for payment until these forms are superseded by the web based system. The contractor is required to submit a payment application to the City at a minimum of once every ninety (90) days after the date of the Notice to Proceed. The City will use this information to determine if MWBE subcontractors are being utilized according to the Approved Form A Utilization Plan.

In accordance with General Municipal Law Section 106-B payment on Public Works Projects, the Contractor shall pay the Subcontractor(s) and Supplier(s) for undisputed work performed by the Subcontractor(s) or deliveries made by the Supplier(s) within seven (7) days of receipt of payment by the City for which the work has been completed. To ensure that Contractors are adhering to this requirement the Contractor shall be required to submit an MWBE Form W - Subcontractor/Supplier Payment Certification Form (Form W) with each application for payment until the web based reporting system is utilized. If no payments were made to MWBE subcontractors during the time covered by the payment application, Form W is still required, but shall indicate “None”. Form W certifies that subcontractors and suppliers who performed work have been paid in full for all undisputed work and deliveries included in each prior payment application submitted to and paid for by the City of Rochester contract.

The City reserves the right to withhold payment to the Contractor for failure to pay MWBE subcontractors for completed work per state law.

Form F is required to be submitted with each payment application or at the project completion stages shown on the form, to ensure that MWBE subcontractors are being used according to the schedule submitted at the bid on the Form P, Page 2 and incorporated in the Form A Utilization Plan.

At or before the pre-construction meeting the City will provide Form F and Form W, or the City will provide access to the web based reporting system that will be used to report the required information. These forms and a complete description of the web based reporting system can be found on the City’s website at [***http://www.cityofrochester.gov/mwbe/***](http://www.cityofrochester.gov/mwbe/).

3.6 The contractor is required to submit a payment application to the City at a minimum of once every ninety (90) days after the date of the Notice to Proceed and continuing during the term of the project/contract. The information in the payment application will be the basis for determining whether or not the MWBE goals and other contract requirements are being met during the course of the contract.

3.7 A Contractor’s failure to utilize MWBE subcontractors and to meet the goals on the Final Approved Form A Utilization Plan may be a basis for the City to declare the Contractor non-responsible on future bid submissions.

**4. Good Faith Effort**

4.1 In order to be considered for a waiver of any of the MWBE goals in this contract prior to or after award of the contract, bidders and the Contractor must demonstrate a good faith effort to obtain MWBE subcontractors. In deciding whether a bidder and/or the Contractor has made a good faith effort to meet the MWBE Goals of this contract, the City will consider the different kinds of effort used as well as the intensity of those efforts.

4.2 If a bidder submits a Form P Plan that does not meet the 30% MWBE aggregate goal and 20% M and 10% W goals, Form P, Page 3 must be completed and submitted with the bid. On Form P Page 3, the bidder must explain why the bidder is not meeting the required MWBE goals.

4.3 Demonstration of a good faith effort should include, but not be limited to, the following actions:

4.3.1 Should attend the pre-bid conference at which bidders are informed of the MWBE goals.

4.3.2 Should solicit MWBE’s listed in the City approved City’s MWBE directory available on the City’s website at [***http://www.cityofrochester.gov/mwbe***](http://www.cityofrochester.gov/mwbe/)***/***. Such solicitation must be for appropriate portions of the work which could be performed by MBE and WBE subcontractors, and shall clearly describe the plans and specifications of such work, including providing the opportunity to review plans and specifications. Solicitations should be made a reasonable period (at least one week) before bids or proposals are due. Use of subcontractors from the State MWBE Directory outside the ESD Finger Lakes Region may be utilized upon approval of the MWBE Officer.

4.3.3 Should advertise for quotes from MBE’s and WBE’s in general circulation media and minority and women focused media. Advertisements should appear for a reasonable period (at least one week) before bids or proposals are due.

4.3.4 Should notify appropriate minority and women subcontractor associations in writing within a reasonable period (at least one week) before bids or proposals are due.

4.3.5 Should utilize the services of and cooperate with those organizations providing technical assistance to MBE’s and WBE’s for running companies and obtaining business, such as the Minority Business Development Center and the SUNY Brockport SBA program.

4.3.6 Other reasonable actions that the MWBE Officer deems appropriate given current market conditions and standard industry best practices to obtain MWBE subcontractors.

4.4 Bidders and the awarded Contractor must account for the following limitations on how MWBE subcontractors may be utilized to meet the MWBE goals for this contract:

4.4.1 MWBE subcontractors may only be counted towards the goals subject to the conditions of Section 2.5.

4.4.2 MWBE subcontractors who subcontract more than 30% of their work to non-MWBE companies shall be disqualified as an approved MWBE subcontractor and shall not be counted towards the goals of this contract. MWBE subcontractors certify to this requirement by signing Form C. However, the Contractor is not relieved of the responsibility of meeting the MWBE utilization requirements as shown in the Approved Form A Utilization Plan of this contract if an MWBE subcontractor is disqualified.

4.5 In the event that the specialized machinery and/or materials/products required to fulfill the contract represents a substantial portion of the cost of the contract, and where the specialized machinery/materials/products can only be supplied by a limited number of non-MWBE suppliers, the bidder must provide the City with the substantiation for such specialization and how this reduces the opportunity to utilize MWBE subcontractors for this contract.

4.6 Bidders and/or the Contractor shall submit all required documentation to the City within the time frames required in these contract documents, or as otherwise requested by the MWBE Officer, including all forms for proposed subcontractors and any other documentation requested by the City.

4.7 Any bidder requesting a waiver from fully meeting the MWBE goals for this contract must meet with the City’s MWBE Officer and/or the City Purchasing Agent if requested to review the good faith effort made by the bidder to meet the City’s MWBE goals for this contract. After the contract award, the Contractor shall be subject to the same requirements for any waiver requests to the Approved Form A Utilization Plan.

4.8 The City’s decision as to sufficiency of documentation and/or adequacy of a good faith effort shall be final.

**TYPES OF WORK IN THIS CONTRACT**

The following table provides a list of types of work the City believes will need to be performed to complete this contract. Bidders can use the information in the table to identify MWBE companies who are on the list of approved certified MWBE’s in the region, which is available on the City website at [***http://www.cityofrochester.gov/mwbe***](http://www.cityofrochester.gov/mwbe/)***/***. However, this checklist is provided for informational purposes only and does not relieve the bidder of making a good faith effort to meet the MWBE goals for this contract.

A check in the first column signifies that the project designer has identified a portion of work which falls into that category and might form the basis for an MWBE subcontract. However, no guarantee of completeness or accuracy can be made. Bidders should use their own judgment and expertise to determine what types of work are required to complete the contract.

**TYPE/SCOPE OF WORK INCLUDED IN THIS PROJECT IS INDICATED BY A CHECKMARK**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   | **Type of Work in the Contract** |  |   | **Type of Work in the Contract** |
|   | Acoustical Ceiling/Walls |  |   | Masonry |
|   | Asbestos Removal |  |   | Metal Fabrication |
|   | Building Alterations |  |   | Metal Frame Structures |
|   | Building Construction |  |   | Nursery |
|   | Bridge and Iron Work |  |   | Painting |
|   | Cabinetry |  |   | Paving |
|   | Carpentry, Plastering |  |   | Pavement Marking |
|   | Carpet Installation |  |   | Pipe Installation, Trenchless |
|   | Caulking and Repointing |  |   | Plumbing |
|   | Concrete Work |  |   | Roofing |
|   | Construction Photos |  |   | Saw Cutting |
|   | Construction Stakeout |  |   | Sealcoating, Asphalt |
|   | Demolition |  |   | Sewer/Water Mains |
|   | Drainage Construction |  |   | Skylights |
|   | Drywall Work and Installation |  |   | Steam Cleaning |
|   | Duct Work |  |   | Steel Erectors |
|   | Electrical Work |  |   | Street Construction |
|   | Elevator Work |  |   | Surveying |
|   | Excavation/Site Development |  |   | Tiling: Floor and Walls |
|   | Fiber Optic Cabling |  |   | Tree Services |
|   | Fire/Security Systems |  |   | Trucking and Services |
|   | Gutters |  |   | Waterproof and Sealing |
|   | HVAC, Testing, Balance |  |   | Welding, General |
|   | Hazardous Waste Removal and Contaminated Soil |  |   | Window and Door Installation |
|   | Horizontal Boring/Tunneling |  |   | Window Treatment and Trim |
|   | Insulation |  |   | Window Blinds/Drapes |
|   | Landscape/Hydroseed |  |   | Other (specify) |
|   | Lead Abatement |  |   | Other (specify) |

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**SLR 20. Workforce Goals and Requirements**

Ordinance 2018-54 established a goal that 20% of the workers on this project are minorities (M) and that 6.9% of the workers on this project are females (W). Additionally,

The requirements specified herein are established in order to accomplish these goals.

Workforce requirement procedures and documents and forms are provided on the City’s website at [***http://www.cityofrochester.gov/mwbe***](http://www.cityofrochester.gov/mwbe/)***/*** and are hereby incorporated by reference. Additional Information about workforce goals may be obtained on an advisory basis by contacting the City of Rochester MWBE Officer at (585) 428-6390.

**1. Commitment to Workforce Goals**

Bidders are required to affirm their understanding of and commitment to meet the 20% M and 6.9% W workforce goals by checking the box affirming their understanding and commitment found on the Bid Proposal Submissions Checklist (Proposal Page P-5A).

**2. Workforce Staffing Plan**

2.1 The Contractor shall submit a Workforce Staffing Plan on forms required by the City and distributed before or at the pre-construction meeting. The form may be paper or on a web based system provided by the City.

2.2 A workforce staffing plan must be provided for the Contractor and each subcontractor prior to the initiation of any work. A subcontractor shall mean a subcontractor of any tier. The workforce staffing plan shall identify the number of employees by ethnicity and gender who are expected to work on the project/contract. This should include all employees who will be reported on certified payrolls, as well as independent owner operators and on-site supervisory personnel who are not necessarily subject to prevailing wage reporting requirements.

The City reserves the right to require that the Contractor and/or any subcontractor to submit the following information in support of the workforce staffing plan submitted:

2.2.1 Name, I.D. (last 4 digits of social security number), ethnicity, gender, home address, and if required OSHA-10 certification, for each employee the Contractor expects to employ on the job;

2.2.2 Name of each subcontractor;

2.2.3 Name, I.D. (last 4 digits of social security number), ethnicity, gender, home address, and if required OSHA-10 certification, for each employee the each subcontractor expects to employ on the job;

2.2.4 Should additional subcontractors be added during the term of the contract, the same information must be provided as required in Sections 2.2.2 and 2.2.3 above.

2.3 The workforce goals for this contract may be met by any combination of Contractor and subcontractor employees. The workforce staffing plans of the Contractor (i.e. the prime contractor) and all approved subcontractors shall be taken together to mean the Overall Workforce Staffing Plan. If the overall workforce staffing plan does not indicate that the workforce goals for this contract are likely to be met, the City reserves the right to request a revised overall workforce staffing plan from the Contractor. The workforce staffing plans of the Contractor (and all approved subcontractors) that have been reviewed and signed by the City, shall become part of the performance agreement between the parties.

2.4 The Contractor understands and accepts that the calculated percentages of workforce utilization will be based on actual hours worked and paid over the term of the project/contract for employees reported to the City on certified payrolls, and/or as independent owner operators and supervisory personnel. The final determination of workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

2.5 The Workforce Staffing Plan that receives a satisfactory review by the City shall become an integral part of the performance agreement between the parties.

**3. Workforce Utilization**

3.1 The Contractor and all subcontractors shall be required to submit certified payrolls that, in addition to meeting the requirements of Labor Law, include worker category, minority and gender information for each employee on the payroll. This information will be reported to the City on a form acceptable to the City, which may be paper or on a web based system provided by the City. Utilization information for independent owner operators and supervisory personnel shall also be provided to indicate workforce utilization consistent with the workforce staffing plan. The information provided about who actually works and is paid for work on the project/contract shall be summarized in workforce utilization reports. The workforce utilization reports shall include both the number of employees who worked on the project/contract by ethnicity and gender, consistent with the workforce staffing plan incorporated into the agreement, and the number of hours worked by each of the employees on the project/contract.

3.2 The information provided in Section 3.1 shall be reviewed by the City and tracked to determine actual employees utilized on the project. The City also reserves the right to require the Contractor to provide monthly and/or cumulative workforce utilization reports on a paper form acceptable to the City to supplement and/or in addition to any information provided in the web-based system once implemented.

3.3 The contractor is required to submit a payment application to the City at a minimum of once every ninety (90) days after the date of the Notice to Proceed and continuing during the term of the project/contract . The information in the payment application will be the basis for determining whether or not the workforce goals and other contract requirements are being met during the course of the contract.

3.4 The 20% M and 6.9% W workforce goals may be met in aggregate by any combination of prime Contractor and subcontractor employees, including independent owner operators and supervisory personnel. Workforce M and W utilization shall be calculated by determining the total hours of all employees and independent owner operators and supervisory personnel paid and the corresponding percentage of hours worked by minority (M) employees and female (W) employees. However, if it appears that the workforce goals are not being met or are not likely to be met during the course of the contract, the City reserves the right to require the Contractor to demonstrate what steps will be taken to ensure that, by the end of the work of the contract, the workforce goals will be met.

3.5 A Contractor’s failure to meet the 20% M and 6.9% W workforce goals at the time the final payment application for this contract is submitted may be a basis for the City to declare the Contractor non-responsible on future bid submissions.

**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.

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://dol.ny.gov/public-work-and-prevailing-wage***](https://dol.ny.gov/public-work-and-prevailing-wage)

Scroll down to “Prevailing Wage” heading and click on the link “View a previously requested wage schedule.” Enter the assigned PRC# at the proper location on the new page and click “Submit.” The PRC# can be found on the PW-200 form which immediately follows this page. A new page will show the name of the contract and, in the upper middle, will show a link to “Wage Schedule.” Click this link to view the wage schedule, which also contains the list of ineligible employers.

Clicking on the link shown on the PW-200 will require the use of the “Search” function and entering the phrase “Prevailing Wage.” This will bring the user to the link shown above.

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) 428-7398.

**INSERT**

**FORM PW 200**

**PREVAILING WAGE SCHEDULE**

**HERE**

**SUPPLEMENTARY**

 **TERMS AND CONDITIONS**

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**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** 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, **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, whether public or privately owned, 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, whether public or privately owned, 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, **Delete** paragraph 5.2.1 in its entirety and **Replace** with the following:

5.2.1 In preparation of the Contract Documents for this Project, the City, or its Design Professional, or both, have relied upon certain reports of investigations and tests of subsurface and latent physical conditions at the Site, or otherwise affecting cost, progress or performance of the Work. The approximate location(s) of the boring(s), or coring(s), or both, that were done to obtain such information are shown in the Contract Documents.

This information will no longer be bound within the Contract Book, but copies of such reports of investigations and tests may be obtained by the Contractor as outlined under Subsection SIB 3A Supplemental Information Available to Bidders.

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 not be entitled to an increase in the Contract Price or an extension of Contract Time because of inaccuracy or incompleteness of such reports on or tests of subsurface and latent physical conditions unless a change in design is made. A request for an increase in Contract Price due to design changes shall be considered according to the requirements of ARTICLE 10.

**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 pavement edge out to the nearest longitudinal joint. DO NOT introduce any new longitudinal joints.
* 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 Section 10.2 Changes in the Contract Price, **Delete** 10.2.2 B. An Acceptable Lump Sum in its entirety, and **Replace** with the following:

 B. An Acceptable Lump Sum. A lump sum mutually agreed upon by the City and the Contractor. As such, the lump sum proposal shall include sufficient information with an appropriate breakdown of the contractor’s cost for material, equipment, labor, and profit and overhead as defined in 10.2.2 C.6) Profit and Overhead.

**Under** Article 10 Changes During the Project Section 10.2 Changes in the Contract Price, **Add** the following to the end of 10.2.2 C.7) Overhead shall be defined to include the following:

g) Overhead shall include all project management and general expenses. No further allowances for project management and general expenses will be made where a change in the work is performed.

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

10.2.6 Asphalt Price Adjustment

Asphalt price adjustment will be in accordance with NYSDOT Section 698 Price Adjustments, and the Special Note for Asphalt Price Adjustment.

**STC 10.3 Changes in the Contract Time**

**Under** Article 10 Changes During the Project Section 10.3 Changes in the Contract Time, **Add** the following to the end of 10.3.2:

Any extension in the contract time granted by the City Engineer shall be in lieu of, and in liquidation of, any claim against the City for any damages or compensation to the Contractor alleged to have been caused by such extension.

**STC 10.4 Liquidated Damages**

**Under** Article 10 Changes During the Project, **Delete** Subsection 10.4 Liquidated Damages in its entirety, and **Replace** with the following:

10.4 Liquidated Damages and/or Engineering Charges:

10.4.1 Should the Contractor fail to complete the work on time, or any portion thereof that the work remains uncompleted after the Contract completion date specified in the Contract Documents, Liquidated Damages or Engineering Charges, or both, will be assessed against the Contractor in accordance with NYSDOT Subsection 108-03 Failure to Complete Work on Time, and Section 696 Contractor Charges.

**STC 10.5 Value Engineering**

**Under** Article 10 Changes During the Project, **Add** Subsection 10.5 Value Engineering:

10.5 Value Engineering:

10.5.1 The Contractor may propose to utilize a Value Engineering Change Proposal (VECP) to implement an alternate means for the construction of all or a portion of a project that would result in a direct lower cost to accomplish the contract requirements.

10.5.2 The Contractor will be required to submit and obtain the approval of the VECP in accordance with the requirements NYSDOT Section 104-10 Value Engineering Change Proposal (VECP), with the exception that the approval process will be under the jurisdiction of the City of Rochester.

**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** the second sentence of 11.1.1 in its entirety, and **Replace** with the following:

The Contractor warranty shall continue for a period of two (2) years from the date of certification of Substantial Completion of Work or, with the written approval of the City Engineer, from the time that all Project work other than acceptance of turf grasses planted under the contract are complete, accepted by the City, and can be utilized for its intended purpose.

**Under** Article 11 Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work, **Add** the following to the end of Subsection 11.1 Warranty and Guarantee:

11.1.7 The Guarantee Bond, which the Contractor shall furnish as set forth in Article 4.1.3 Guarantee Bond of these General Conditions, does not apply to items of maintenance or for items over which the Contractor, its suppliers or Subcontractors have no control.

**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.

 **SPECIAL NOTES**

**INSERT**

**SPECIAL NOTES**

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