



# MONROE COUNTY BID PROPOSAL

Division of Purchasing  
County Office Building, Room 200  
39 West Main Street  
Rochester, NY 14614  
(585) 753-1100

BID PROJECT NUMBER: 0112-12

BID TITLE: PAINT STAIRWAY – CULVER-GOODMAN  
CONTROL STRUCTURE

BUYER: Sharon A. Berndt

BID TIME: 11:00 AM

PHONE: (585) 753-1110

BID DATE: February 15, 2012

BID SECURITY REQUIRED:    No:  X   
    Yes, in the amount of \_\_\_\_\_ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
	Lump Sum	PAINT STAIRWAY – CULVER-GOODMAN CONTROL STRUCTURE		
	Lump Sum	BASE BID – Paint Stairway		\$ _____
	Lump Sum	ADD ALTERNATE #1 – Paint Interceptor/ Parshall Flume Support System & Ladder		\$ _____
Per attached specifications & drawings.				

**PRE-BID FOR PROSPECTIVE BIDDERS WILL BE HELD:**  
**DATE:** Monday, February 6, 2012  
**TIME:** 9:30 AM  
**LOCATION:** Monroe County Pure Waters – Culver-Goodman Control Structure  
 2629 East Ridge Road  
 Rochester, New York 14622

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all Instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

FEDERAL ID NO. \_\_\_\_\_

PHONE NO. \_\_\_\_\_

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

FAX NO. \_\_\_\_\_

### BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from \_\_\_\_\_ to \_\_\_\_\_.

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

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

Dawn C. Staub, Purchasing Manager, Monroe County

## INSTRUCTIONS TO BIDDERS

- All public bids must be submitted to purchasing in sealed envelopes which clearly identify the bid project number and the title of the service/product being bid. Any other writing on the envelope, with the exception of Company logos, etc. may result in bids being misplaced and otherwise rejected.
- Unsigned bids may be rejected as informal.
- Questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Buyer, prior to the formal bid opening. Such questions will not be entertained after said bid opening.
- Where a Bid Security is indicated on the face of the proposal, the security must be attached to the Proposal as an earnest of good faith. In this case, any bid without a bid security may be rejected as informal.

The Purchasing Manager reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of Monroe County.

### NON-COLLUSION BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices, which have been quoted in its 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.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification and;
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**VENDOR MUST COMPLETE THIS FORM AND SUBMIT WITH BID.**

**TERMS AND CONDITIONS**

**BID ITEM:** **PAINT STAIRWAY – CULVER-GOODMAN CONTROL STRUCTURE**

**FOR:** Department of Environmental Services

**DEPARTMENT CONTACT:** Kevin Quinn, (585) 753-7652

**BID INFORMATION:** At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF FORMAL PROPOSAL:** Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt.

**SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

**NYS WAGE RATES:** Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC# 2012000540 developed for this project.**

**BRAND REFERENCE:** References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids** if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder based on the **TOTAL**, which shall be the Base Bid and any alternates Monroe County may select.. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

**PURCHASE ORDER  
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** Contractor must be prepared to commence with work within **ten (10) days** after receipt of Purchase Order.

As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**WARRANTY/  
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods/services for a period two (2) years. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said two (2) year period. All labor, parts and transportation shall be at Bidder's expense.

**SECURITIES AND  
INSURANCE:**

Any Certificate of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day.

**COMPLIANCE WITH  
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

**SUBCONTRACT:**

The **Contractor shall not subcontract** any work **without first obtaining the written consent of the Monroe County Purchasing Manager.**

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**INSURANCE REQUIREMENTS**  
**INDEMNIFICATION**

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. Monroe County must be named as Additional Insured on all policies.

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. **WORKERS' COMPENSATION AND DISABILITY 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, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

(1) CONTRACTOR'S GENERAL LIABILITY INSURANCE issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal injury

(2) Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY    PROPERTY DAMAGE LIABILITY    AGGREGATE

Each Occurrence	Each Occurrence	
\$1,000,000	\$1,000,000	\$3,000,000

C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

BODILY INJURY LIABILITY    PROPERTY DAMAGE LIABILITY    AGGREGATE

Each Occurrence	Each Accident	
\$1,000,000	\$1,000,000	\$3,000,000

A sample insurance certificate is included with these specifications. All categories and amounts of insurance required for this bid project have been checked off on the sample. These are the minimum requirements that the Contractor must supply. Failure to supply a satisfactory certificate within ten (10) days after receipt of Notice of Award may result in the cancellation of the award.

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000							
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$							
						MED EXP (Any one person)	\$							
						PERSONAL & ADV INJURY	\$							
						GENERAL AGGREGATE	\$ 3,000							
						PRODUCTS-COMP/OP AGG	\$							
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000							
						BODILY INJURY (Per person)	\$ 1,000							
						BODILY INJURY (Per accident)	\$ 1,000							
						PROPERTY DAMAGE (Per accident)	\$ 1,000							
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$							
						OTHER THAN EA ACC	\$							
						AUTO ONLY: AGG	\$							
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$							
						AGGREGATE	\$							
							\$							
							\$							
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	INSERT #			<table border="1"> <tr> <td>WC STAT-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STAT-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
WC STAT-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE-EA EMPLOYEE	\$													
E.L. DISEASE-POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

REFER TO BID PROJECT #0112-12 PAINT STAIRWAY – CULVER-GOODMAN CONTROL STRUCTURE

**COUNTY MUST BE NAMED AS ADDITIONAL INSURED.**

CERTIFICATE HOLDER

County of Monroe  
 Department of Purchasing  
 39 West Main Street, Room 200  
 Rochester, NY 14614  
 Attn: Sharon A. Berndt

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s) representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## NOTICE OF JOB VACANCIES

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:  
Employment Coordinator  
Monroe County Department of Human and Health Services  
Rm 535  
691 St. Paul St.  
Rochester, NY 14605  
Telephone: (585) 753-6322  
Fax: (585) 753-6308
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

## COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit  
304 County Office Building  
39 West Main Street  
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

## SUPPLEMENTARY CONDITIONS

### SC 1. INTRODUCTION

The purpose of these Supplementary Conditions of the Contract is to both supplement and modify the requirements of the Terms and Conditions and to present additional requirements of the Contract Documents. In general, the requirements of all sections of the Contract Documents apply to any and all items herein; however, in case of conflict between the Terms and Conditions and the Supplementary Conditions, the Supplementary Conditions shall govern.

### SC 2. ADDITIONS TO THE TERMS AND CONDITIONS

The OWNER's Terms and Conditions are hereby modified as follows, add the following:

#### A. DEFINITIONS

1. *Bidder*: Any party or parties submitting in proper form a Proposal to perform the work hereinafter specified to be performed. The successful Bidder selected by the Owner to perform the work hereinafter specified will thereafter be known as the "Contractor".
2. *Complete*: When the Owner determines that all work has been performed, including all punch list items, and the Contractor has submitted the record drawings, O & M manuals, release of liens and any other documents/materials required to be submitted in other provisions of the Contract Documents.
3. *Contract Documents*: The Bid Proposal, Instructions to Bidders, Agreement, Performance and Labor and Material Bonds, the Terms and Conditions, Supplementary Conditions, Technical Specifications and Drawings, including modifications thereof incorporated in the Documents before their execution; these form the Contract.
4. *Consultant*: The professional engineer, architect, landscape architect, or land surveyor firm so designated by the Owner whose name and address is given on the cover, or any duly authorized representative of that firm. If the Owner has not designated a Consultant, the Owner shall be deemed to be the Consultant.
5. *Consultant's Certification*: The Consultant's written certification to the Owner, including the date for the start of the guarantee period.
6. *Contractor*: The party or parties contracting to perform the work or his or their heirs, executors, administrators, successors, or assigns.
7. *Owner*: Monroe County.
8. *Subcontractor*: A company or individual who contracts with a prime contractor, or higher level subcontractor, to perform a portion of the work, whether such work is performed on the Owner's construction site, or at an off-site facility. Such work includes repair of equipment as called for in the contract documents.
9. *Substantial Completion*: The Work, or a specified part thereof, has progressed to the point where in the opinion of the Owner or Owner's Representative, as evidenced by a 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 is intended.
10. *Supplier*: A company or individual who provides materials or equipment, including that fabricated to a special design, to a contractor or subcontractor, but who does not perform labor at the site.
11. *Work*: The furnishing of all labor, materials, equipment, and other incidentals necessary or

convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

**B. INTENT OF DOCUMENTS AND INSTRUCTIONS**

1. The Terms and Conditions and Technical Specifications, Drawings and any instructions as set forth herein are complementary, are intended to provide for, and include everything necessary for, the proper and orderly execution and completion of the work. Any work shown on the Drawings for which there are no particular specifications, or the omission from both Drawings and Specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the Contractor or subcontractor from furnishing the same. Work or materials described in words which have a generally accepted technical or trade meaning, shall be interpreted by such customary and recognized standard meaning.
2. Wherever the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used in the Specifications or on the Drawings, it shall be understood that the direction, requirement, permission, order, designation, and prescription of the Consultant is intended. Similarly, the words "approved", "acceptable", "satisfactory", and words of like import shall mean approved by, acceptable to, and satisfactory to the Consultant, unless otherwise expressly stated.
3. Written notice shall be deemed to have been given if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by first-class mail, overnight delivery, or facsimile to the last known business address.
4. All time limits stated in the Contract Documents are of the essence.
5. The laws of the State of New York, without regard to its conflicts of laws provisions, shall govern this Contract.

**C. MODIFICATIONS**

1. No oral statement of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.
2. The results of any previous negotiation, agreement or understanding, whether oral or in writing, have been incorporated in the Contract Documents and such Documents contain the full intent of the parties.
3. All directives to the Contractor shall be issued by the Consultant unless otherwise specified in these Contract Documents. All directives from other interested parties shall be issued through the Consultant except in the event of an emergency when the Consultant is not available. All inquiries by the Contractor shall be directed to the Consultant.

**D. CONFLICTS AND DISCREPANCIES (ORDER OF PRECEDENCE)**

1. The contract documents are complementary; what is called for in one is as binding as if called for in all. If the Contractor finds a conflict or discrepancy in the contract documents, it should be called to the attention of the Consultant in writing before proceeding with the work affected thereby. In resolving such conflicts and discrepancies, the documents should be given preference in the following order:
  - a. Agreement

- b. Change Orders
  - c. Specifications
  - d. Drawings
  - e. Other materials included in the bid documents (e.g. geotechnical reports)
2. Within the specifications, the order of precedence is as follows (note that not all elements listed are included in all contract documents):
    - a. Addenda
    - b. Special Conditions
    - c. Special Notes
    - d. Instructions to Bidders
    - e. Performance and Labor and Material Bonds
    - f. Supplemental Conditions
    - g. Technical Specifications
    - h. Standard Specifications (e.g. NYSDOT Standard Specifications)
    - i. Requirements of other agencies (e.g. FAA Advisories)
  3. With reference to the drawings, the order of precedence is as follows:
    - a. Figures govern over scaled dimensions
    - b. Detail drawings govern over general drawings
    - c. Change order drawings govern over contract drawings
    - d. Contract drawings govern over standard drawings
    - e. Approved shop drawings govern over Contract drawings \
  4. In no case shall the Contractor proceed with the work in uncertainty. Any work done by the Contractor after the discovery of any conflict or discrepancy, until authorized, shall be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Consultant notwithstanding any conflict or discrepancy in the specifications or on the drawings.

#### E. PRECONSTRUCTION MEETING

At the direction of the Consultant or the Owner, and prior to commencement of the work, the Contractor and his subcontractors shall attend a preconstruction meeting with the Consultant. The meeting will include discussions on matters relative to the proper coordination of the work and maintenance of schedules and other pertinent aspects of the project.

#### F. ON-SITE JOB MEETINGS

On-site job meetings will be held during the performance of the work of this Contract. Supervisory personnel representing the Contractor and major subcontractors that are deemed necessary at the time must attend. Meetings will be held as needed.

#### G. CONSTRUCTION SCHEDULE

1. Within ten (10) days of the date of the Notice of Award, and before commencing work, the Contractor shall submit to the Consultant for approval, a construction schedule showing in detail the proposed sequence of the work, and the estimated date of starting and completing each stage of the work in order to complete the project within the Contract time. If so required, the schedule shall be revised until it is approved by the Consultant. No payment will be made to the Contractor until a construction schedule has been approved.

2. The Contractor shall be responsible for the proper coordination of its work so as to maintain its schedule as approved. Should the Contractor fail to adhere to any phase of the approved schedule, they shall promptly adopt such additional means or methods of construction, including overtime, as may be necessary to make up lost time and complete each phase of his work in accordance with the schedule, all at no additional cost to the Owner.

#### H. TIME OF COMPLETION

1. The entire work shall be progressed and completed in accordance with the project milestone requirements identified in the Supplementary Conditions.
2. Failure to complete the work within the time stipulated in the Supplementary Conditions for both Project Completion and any intermediate milestones, including extensions granted thereto as determined by the Consultant, or abandonment of the work before final completion, shall entitle the Owner to amounts stipulated in the Supplementary Conditions for each calendar day of delay in the completion of the work for both Project Completion and any intermediate milestones, said sums being fixed and agreed as liquidated damages which the Owner will suffer by reason of such delay and not as a penalty. The Owner may deduct such liquidated damages from the monies due, or about to become due to the Contractor, or may recover such liquidated damages directly from the Contractor. Enforcement of this clause does not preclude the Owner from seeking any other legal remedies for Contractor's failure to complete the work within the time stipulated in the Supplementary Conditions for both Project Completion and any intermediate milestones.

#### I. PROGRESS PAYMENTS

The Owner shall make progress payments under this Contract as follows:

1. On not later than the fifth day of every month, the Contractor shall submit an approvable invoice covering the percentage of the total amount of the Contract which has been completed from the start of the project up to and including the last day of the preceding month, less any amount previously paid to the Contractor. Attached to said invoice shall be supporting documentation which may reasonably be required by the Owner or the Consultant.
2. Following the submittal of an approvable invoice, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding period by the Contractor in accordance with the following terms:
  - a. The Owner shall retain five percent (5%) of the amount due on each invoice. The Owner reserves the right to retain a greater percentage in the event the Contractor fails to make satisfactory progress or in the event there is other specific cause for greater withholding.
  - b. Notwithstanding any of the amounts to be withheld in accordance with the paragraph set forth above, the Owner has the further right to withhold any amount necessary to satisfy any claims, liens or judgments against the Contractor and the subject project which have not been satisfactorily discharged.
  - c. The Owner hereby reserves the right to deduct from any monies due or to become due the Contractor any costs incurred by the Owner arising out of this contract for the handling and/or processing of any liens, release of liens, restraining notices, garnishments, levies, summons, subpoenas or other documents, legal papers, suits or actions served upon or filed with the Owner.
  - d. At such time that the Owner deems the project to be Complete, the amount retained shall be reduced below five percent (5%) to two percent (2%) of the total contract amount. In

the event that the Owner gives approval to allow any work (including punch list items) to be completed after the project completion date, the amount retained shall be increased to include two times the value of any remaining items of work to be completed, with the value determined by the Owner.

3. No payment will be made for any materials or equipment until they are incorporated in the work; except, that partial payment may be made for the estimated value of the materials in short and/or critical supply (as verified by the Owner) and materials specifically fabricated for the project, each as defined in the Contract, when delivered to the site or off site by the Contractor and suitably stored and secured as required by the Owner, provided, however, that the Contractor, if so requested by the Owner, shall furnish written evidence that he is the unconditional Owner of the materials.
4. All work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from his sole responsibility for the care and protection of work upon which payments have been made, of the restoration of any damaged work, or as waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
5. Before any payments will be made under this Contract, the Owner reserves the right to require the Contractor and all subcontractors to submit written verified statements, in satisfactory form, certifying in detail to the amounts then due and unpaid by such Contractor and its subcontractors to all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, or to other persons for materials, equipment and supplies delivered at the site of the work. The term "laborers," as used herein, shall include workers and mechanics.
6. The Contractor must pay subcontractors for satisfactory performance of their contracts within seven (7) days from receipt of each payment that the Owner makes to the Contractor. Contractors shall not withhold retainage from subcontractors. Documentation of all subcontractor payment amounts shall be submitted with payment requests.

#### J. ACCEPTANCE AND FINAL PAYMENT

1. Upon completion of the project, release of liens, and any other documents or materials required to be submitted in accordance with other portions of the Contract Documents, the Consultant shall make a final inspection for approval of all the work done under this contract and shall, within fifteen (15) days, prepare a certification to the Owner regarding completion of the work done, the value thereof, and recommending acceptance of the contract. The Owner shall, upon approval of this certificate, promptly pay the Contractor the entire sum so found due thereunder after deducting all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract, and shall notify the Contractor of acceptance and start of the guarantee.
2. Before issuance of the Consultant's certification, the Contractor shall submit evidence satisfactory to the Owner and Consultant that all payrolls, material bills, and other indebtedness connected with the work have been paid.
3. The Contractor shall guarantee the work accomplished under this Contract for the Guarantee Period from the date the project is considered Complete by the Owner. Upon expiration of the guarantee period, the Contractor shall submit an invoice to the Owner for final payment. Final payment for the work shall be retainage withheld by the Owner during the guarantee period or, alternatively, the release of the letter of credit furnished by the Contractor in lieu of such retainage less any charges for corrective work or damages for defective equipment, materials and workmanship or those charges occasioned in correcting the same.

#### K. SCHEDULE OF VALUES

1. At least fifteen (15) days before submission of the first application by the Contractor for a progress payment, the Contractor shall furnish to the Owner a complete breakdown of all lump sum items bid for in the Contract. This breakdown, modified where directed by the Consultant, will be used as a basis for preparing progress payments throughout the duration of the Contract.
2. Except as otherwise provided in the Contract Documents, no payment will be made for materials or equipment not incorporated in the work.
3. No payment will be made for modifications until the formal change order for the modification is fully executed.
4. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the Drawings and Specifications.

#### L. CHANGES IN THE WORK

1. The Owner may order extra work or make changes altering, adding to or deducting from the work without invalidating the Contract. All such additional or changed work shall be executed under the conditions of the original Contract. Upon receipt of direction from the Owner to alter the work, the Contractor shall notify the Owner in the event the Contractor intends to make a claim for extension of time or additional costs to perform such revised or additional work. The Contractor shall proceed with the altered or additional work upon receipt of the Owner's direction.
2. The Contractor shall promptly submit to the Consultant a proposal for performing the changed work including a detailed price breakdown itemizing all major items of cost, quantity or number of units, material and labor unit prices. The Contractor shall promptly comply with all requests from the Consultant for additional supporting documentation for the Contractor's proposal. The value of the changed work to be included in the written contract change order shall be determined in accordance with the Contract Documents.
3. The Consultant shall have the authority to make minor changes in the work not involving extra costs and not inconsistent with the purposes of the Project. The Contractor shall proceed with such changed work upon receipt of the Consultant's direction. In the event the Contractor claims that any such work is extra work or is contrary to the terms and conditions of the Contract Documents, the Contractor shall make a claim for extra costs in accordance with the Contract Documents.
4. With respect to all additional work or modifications to be performed by the Contractor, the Contractor shall be obligated to diligently perform such work and to mitigate any and all costs associated with such work.

#### M. CLAIMS FOR EXTRA COST

1. If the Contractor claims that any work it has been ordered to do shall be considered extra work, or that any action or omission of the Owner or the Consultant is contrary to the terms and provisions of the Contract Documents, they shall, within five (5) calendar days after receipt of such orders or action or omission on the part of the Owner or the Consultant, file a written statement with the Consultant stating the basis of their claim.
2. All written claims for extra costs shall be forwarded to the Owner by the Consultant. Upon receipt by the Contractor of an acknowledgement from the Consultant of a pending claim for

- extra costs, the Contractor shall diligently proceed with the performance of the Contract and in accordance with all instructions of the Consultant.
3. Except in an emergency endangering life or property, the Contractor shall not proceed with any alleged extra work until the above noted acknowledgement of their claim is received.
  4. The Contractor shall set up a separate cost record system, satisfactory to the Owner and the Consultant, for substantiation and verification of all costs incurred in performing each claim of alleged extra work.
  5. In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the Owner and the Contractor agree that all unresolved disputes between them arising out of or relating to this contract shall first be submitted to non-binding mediation unless the parties mutually agree otherwise.
    - a. The Contractor further agrees to include a similar mediation provision in all agreements with subcontractors retained for the project and to require all subcontractors also to include a similar mediation provision in all agreements with their subcontractors, suppliers or fabricators thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
    - b. The Owner and the Contractor agree to select a mediator from lists suggested by each party. The mediator shall be a person knowledgeable in the type of matter under dispute and may be an accredited mediator, contractor, consultant, or otherwise knowledgeable person. Whenever possible the mediator shall be from the local area. All mediation sessions shall be held in Monroe County. The cost of the mediator shall be shared equally by the parties to the dispute.

#### N. GUARANTEE PERIOD

1. The guarantee period shall commence upon the date the project is considered Complete by the Owner (said date will be specified in the Consultant's certification) and continue for a period of two (2) years unless stipulated otherwise in the Special Conditions. In the event that the Owner gives approval to allow any work to be completed after the project completion date, the guarantee period for said work shall not begin until after it has been completed and accepted by the Owner. The guarantee shall have the value of two (2) percent of the final Agreement amount during the guarantee period.
2. Upon completion and acceptance of the work by the Owner and Consultant, the Contractor shall submit to the Owner a general guarantee for the entire work. The guarantee shall be unconditional and cover all labor, material and equipment furnished. All guarantees shall be written in a form satisfactory to the Owner.
3. The Contractor shall remedy any defective work appearing within the guarantee period and shall pay for damages caused by such defective equipment, work or materials or occasioned in correcting the same.
4. If any defects occur within the guarantee period, the Contractor shall, within three (3) days after receipt of notification of such defects, take the necessary action to correct such defects. The correction of any defects in equipment, materials and workmanship which may develop during the guarantee period shall be at the expense of the Contractor. If the Contractor fails to comply with the requirements of this paragraph within the time stated, the Owner may have the corrective work done and charge the Contractor therefore.
5. Request for final payment for the work may be submitted upon expiration of the guarantee period unless any defects in equipment, materials and workmanship remain at such date.
6. The guarantee shall have the value of two percent (2%) of the final Contract amount during

the guarantee period. The Owner will retain the sum of two percent (2%) of the final Contract amount during the guarantee period as security for performance of the guarantee work; provided, however, that the Contractor may substitute for such retainage an irrevocable standard form letter of credit for the benefit of the Owner in the foregoing amount, in a form acceptable to the County Attorney. Alternatively, the Contractor may submit negotiable United States, New York State or municipal bonds in accordance with Section 106 of the General Municipal Law of New York State.

#### O. SHOP DRAWINGS

1. Within ten (10) days receipt of the Purchase Order, submit for the approval of the Consultant shop drawings for all fabricated work and for all manufactured items required to be furnished in the Contract. Shop drawings shall be submitted in sufficient time to allow at least ten work days for the review. All shop drawings shall be time and date stamped as they are received and recorded in a log at the office of the Consultant.
2. Consultant's approval of the Contractor's drawings shall be considered as a gratuitous service, given as assistance to the Contractor in interpreting the requirements of the Contract, and in no way shall it relieve the Contractor of any responsibilities under the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings or other work done in advance of the receipt of shop drawings returned by the Consultant and noted as "Reviewed" or "Reviewed as Noted", shall be entirely at the Contractor's risk. The Consultant's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.
3. Shop drawings shall be furnished to the Consultant for use in accordance with the following sequence of operation:
  - a. The Contractor shall submit shop drawings to the Consultant for review. If "Reviewed" or "Reviewed as Noted," one copy will be returned to the Contractor.
  - b. When shop drawings are returned for correction, the Consultant will return a copy noted as "Resubmit" or "Rejected." The Contractor shall correct and resubmit for approval as described above, and such procedure shall not be considered by the Contractor as grounds for delay in completing the work.
  - c. Shop drawings submitted by subcontractors shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submission to the Consultant at the proper time so as to prevent delays in delivery of materials.
4. The Contractor shall thoroughly check all subcontractors' shop drawings as regards measurements, sizes of members, materials, and details to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Consultant. Before submission, the Contractor shall mark the drawing as being checked and approved, dated and signed.

#### P. OWNER'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the Contractor become insolvent, or should it refuse or neglect to prosecute the work in a proper manner and as directed by the Owner, or otherwise fail in the performance of any of its obligations under this Contract, and Surety after proper request fails to complete the Contract,

then the Owner, upon the certificate of the Consultant that sufficient cause exists to justify such action, and after giving the Contractor seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the Contractor until the work is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. Should such expense exceed the unpaid balance, the Contractor and his surety shall pay the difference to the Owner. The Owner shall audit and certify the expense incurred in finishing the work and the damage incurred through the Contractor's fault.

#### Q. EQUIVALENTS AND SUBSTITUTIONS

1. Whenever a particular brand or make of material, equipment or other item is specified or is indicated in the Contract Documents, any other brand or make which, in the opinion of the Consultant, is equivalent in quality, value, performance and suitability to that specified or indicated may be offered except where specifically stated otherwise.
2. A particular brand or make of material, equipment or other item which is not equivalent in quality, value, performance and suitability may be considered as a substitute if it is determined by the Consultant to be in the best interest of the Owner.
3. The Contractor shall submit complete descriptive literature and performance data together with samples of the materials where feasible for each proposed equivalent or substitution. No equivalent in quality, value, performance and suitability or substitution items shall be used in the work without prior written approval of the Consultant.
4. In all cases the Consultant shall be the sole judge as to whether a proposed equivalent or substitution is to be approved and the Contractor shall have the burden of proving the same, at his own cost and expense, to the satisfaction of the Consultant. The Contractor shall abide by the Consultant's decision when proposed equivalent or substitution items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering an equivalent or substitution proposed by the Contractor or by reason of the failure of the Consultant to approve an equivalent or substitution proposed by the Contractor.
5. Where the approval of an equivalent or substitution requires revision or redesign of any part of the work covered by this Contract, all such revision and redesign, and all new Drawings and details required therefore, shall be subject to the approval of the Consultant and shall be provided by the Contractor at his own cost and expense. Any changes in construction work arising out of such revisions and redesign shall be performed and paid for by the Contractor. Any savings realized by the Contractor as a result of the approved substitution, including any savings in installation costs or related construction costs, shall be shared equally between the Owner and the Contractor.

#### R. CONSTRUCTION AND DEMOLITION DEBRIS

1. The New York State Department of Environmental Conservation regulates solid waste management facilities under Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York (6 NYCRR Part 360). Sub-part 360-7 regulates the

disposal of construction and demolition debris, and the construction and operation of construction and demolition debris landfills. Disposal of all construction and demolition debris shall be in accordance with these regulations.

2. Nothing herein is intended to prevent the Contractor from removing materials to off-site locations for speculative accumulation, beneficial use, recovery or recycling purposes if such activities are consistent with all applicable Federal, State and local laws and regulations.

S. PROJECT MILESTONES AND LIQUIDATED DAMAGES

1. Work shall be progressed to meet the following schedule (“No. of Days” represents the number of calendar days from the date of the Purchase Order):

Milestone: Substantial Completion # of Days: 45 days

Milestone: Project Completion # of Days: 60 days

2. The Contractor shall pay the Owner the following liquidated damages for each calendar day of delay in completing the work beyond the specified times of completion or within the times to which such completion may have been extended in accordance with the Contract Documents:

Milestone: Project Completion Liquidated Damages: \$200/day

T. COORDINATION WITH OWNER'S OPERATIONS, CONNECTIONS TO EXISTING FACILITIES, AND MAINTENANCE OF OPERATIONS

The work of the project will take place at the Owner's Facility. The Contractor is advised that the Owner must have complete access to, and use of, existing facilities, equipment, and locations within the Control Structure area. Maintain access for Owner throughout the period of work. The Contractor is responsible for all coordination with the Owner and scheduling of the work.

U. BARRICADES, WARNING SIGNS, LIGHTS

1. The Contractor shall be responsible for providing the following:
2. The Contractor shall provide, erect and maintain as necessary strong and suitable barricades, and danger signs along pathways accessible to the public and Owner's personnel, as required to ensure safety.
3. The Contractor shall also provide and maintain such other warning signs and barricades in other areas as may be necessary or required for the safety of those employed in the work or visiting the site.
4. The Contractor shall provide and pay for necessary watchman and others as required to protect work and materials, and as required for the safe operation of pedestrian and vehicular traffic at all times.

## V. SAFETY AND PROTECTION

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage or injury to or loss of:
  - a. all employees on the site and other persons who may be affected thereby;
  - b. all the work and all products to be incorporated therein, whether in storage on or off the site, and;
  - c. other property at the site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

## W. EMERGENCY CALL-OUT PROCEDURES

1. The Contractor shall have an employee available at all times to address issues and problems, which may arise during the project. This employee shall:
  - a. Have the authority to summon additional manpower and equipment to resolve any problems;
  - b. Be available after hours, weekends, and holidays; and
  - c. Carry a pager and/or cellular phone.
2. The Contractor shall provide the Owner and Consultant with this employee's name, home phone number, place of residence, cellular phone and/or pager number.
3. The Contractor's employee shall respond within one hour to a call received from the Owner, Consultant, Consultant's Field Representative, or the Owner's Dispatch Office.
4. If there is no response within one hour of the call, the Owner will resolve or repair the problem.
5. All costs incurred by Owner in response to Item AA.4 shall be billed to the Contractor for actual costs incurred or with a minimum charge of \$200 for each instance.

## X. REGULAR WORKING HOURS

Except where otherwise prohibited by law or regulations, regular working hours are defined as up to 8 hours per day, beginning no earlier than 7:00 a.m. and ending no later than 4:00 p.m., unless otherwise required by the Contract Documents.

## Y. ACCESS TO THE WORK OF THIS PROJECT

1. Access to the work of this project shall be from public roads and their existing boundaries.
2. In addition to the other requirements and conditions of the Contract Documents, the Contractor shall:
  - a. conduct and schedule all activities
  - b. provide all items, work and features, and
  - c. hold harmless the private owner and Monroe County for any claims hereunder due to the Contractor's performance of the Contract as necessary to comply with any special site restrictions and conditions imposed by the temporary use grantor on file with the private owner.

Z. WORK LIMITS AND SITE SECURITY

The designated work limits for the project are generally shown on the Contract Drawings. The Contractor is responsible for site security.

END OF CONDITIONS

MONROE COUNTY, NEW YORK

SPECIFICATIONS AND RELATED DOCUMENTS

FOR

PAINT STAIRWAY  
CULVER-GOODMAN CONTROL STRUCTURE

JANUARY, 2012



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MONROE COUNTY, NEW YORK  
DEPARTMENT OF ENVIRONMENTAL SERVICES

**CULVER-GOODMAN CONTROL STRUCTURE  
STAIR PAINTING  
DENSMORE CREEK AT NYS ROUTE 590  
ROCHESTER, NY**

**TABLE OF CONTENTS**

<u>TECHNICAL SPECIFICATIONS</u>	<u>PAGE</u>
DIVISION 01 – GENERAL REQUIREMENTS	
Section 01 10 00 – Summary of Work .....	011000-1
DIVISION 09 – FINISHES	
Section 09 96 00 – High-Performance Coatings .....	099600-1 through 099600-5
 <u>DRAWINGS</u>	
Figure 1 – Project Locus Map	
CSSP-1- 1985 Record Drawing – Control Structure Site Plan	
CSA-1 - 1985 Record Drawing – Control Structure Architectural Plans, Sections & Details	
CSA-3 - 1985 Record Drawing – Control Structure Architectural Sections & Details	
15 – 1984 Record Drawing – Southeast Irondequoit Interceptor, Details in Control Structure Gate Gallery	
 <u>PHOTO FIGURES</u>	
Photo No. 1 through Photo No. 7	

## SECTION 01 10 00

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 PROJECT DESCRIPTION

- A. Project includes preparation and painting of metal stairway system located inside of the Culver Goodman Tunnel System Control Structure. Add Alternate #1 Item of Work is preparation and coating of existing support system and access ladder for the Southeast Irondequoit Interceptor sewer Parshall flume located in the lower level of the Control Structure. The description is general only, and shall not be construed as a complete listing of every item of work required.

##### 1.02 DEFINITIONS

- A. Furnish means to supply and deliver to the project site, ready for installation.
- B. Install means to place into position for service and use.
- C. Provide means to furnish and install, complete and ready for intended use.

##### 1.03 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including Terms and Conditions and Supplementary Conditions apply to this Section.

##### 1.04 SITE ACCESS

- A. The Culver Goodman Tunnel System Control Structure is located on a private road accessed from East Ridge Road in the Town of Irondequoit. The access road is controlled by a locked gate. Contractor will be responsible for locking and unlocking the gate and for control of unauthorized access.

##### 1.05 UTILITIES

- A. Contractor is responsible for providing their own source of utility as required for the work.

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

(Not Used)

END OF SECTION

## SECTION 09 96 00

### HIGH-PERFORMANCE COATINGS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Surface preparation and coating of existing metal stair system located inside of the Monroe County Pure Waters Culver Goodman Tunnel System Control Structure. Add Alternate #1 Item of Work is preparation and coating of existing support system and access ladder for the Southeast Irondequoit Interceptor sewer Parshall flume located in the lower level of the Control Structure. Structure is located in the Town of Irondequoit, south of East Ridge Road, east of NYS Route 590, adjacent to Densmore Creek. Structure is accessed by driveway south off of East Ridge Road, east of NYS Route 590. Tunnel system conveys combined sanitary and storm water to the Frank E VanLare Wastewater Treatment Plant.
1. Stair system is used for access from surface to below grade Tunnel gate gallery. Stairway is within the walls of the Building, and is not exposed to outside elements. System includes six (6) stairway sections and landings, with approximate total vertical height of 76.5-feet.
- B. Surfaces to be prepared and coated include the following:
1. Structural members of the stairway including stringers, landing supports and framing, tread supports, anchors, wall plates, and generally metal items that have an existing coating of color medium dark brown.
    - a. The following items are not part of the work:
      - 1) Handrail system
      - 2) Stair treads
      - 3) Grating on Landings
  2. Add Alternate #1 Item of Work: Preparation and coating of the Southeast Irondequoit Interceptor sewer Parshall flume support structural members and access ladder located in the lower level approximately 13-feet above the Maintenance Deck. See record drawing number 15 and photos 6 and 7.
    - a. The following items are not part of the Alternate work:
      - 1) Handrail system
      - 2) Platform grating

##### 1.02 REFERENCE STANDARDS

- A. American Society for Testing and Materials
1. ASTM B117 – Standard Practice for Operating Salt Spray (Fog) Apparatus
  2. ASTM D522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
  3. ASTM D1014 – Standard Practice for Conducting Exterior Exposure Tests of Paints and Coatings On Metal Substrates
  4. ASTM D1308 – Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes
  5. ASTM D2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
  6. ASTM D2805 – Standard Test Method for Hiding Power of Paints by Reflectometry
  7. ASTM D3359A – Standard Test Methods for Measuring Adhesion by Tape Test
  8. ASTM D3363 – Standard Test Method for Film Hardness by Pencil Test
  9. ASTM D4060 – Standard Test Method for Abrasion Resistance of Organic Coatings by the Tabor Abraser
  10. ASTM D4541 – Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
  11. ASTM D4585 – Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation
  12. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials

- B. Federal Test Methods:
  - 1. Standard No. TT-C-555B, Paragraph 4.4.7.3, Wind driven rain
- C. American Institute of Steel Construction (AISC)
  - 1. AISC Research Council on Structural Connections Specifications, Appendix A, Section 4.1

### 1.03 SUBMITTALS

- A. Submit product data and Material Safety Data Sheet (MSDS) for primer and topcoat. Data shall include full description of product including solids by volume. Include manufacturer's recommendations for mixing, thinning, and curing.
- B. Submit manufacturer's certified test reports confirming compliance with specified performance requirements listed in PART 2.03.
- C. Submit two color samples of each selected color. Sample size shall be 5-inch by 7-inch.
  - 1. Finish coat color shall generally match the existing stairway color of medium dark brown.

### 1.04 QUALITY ASSURANCE

- A. Applicator:
  - 1. Contractor shall have experience with the type of surface preparation and coatings specified for the project.
  - 2. Contractor shall have had experience in providing specified ventilation required for the project.
- B. Job Mock-Up:
  - 1. Minimum 50 square feet application of each specified coating system on each type of substrate.
  - 2. Mock-ups will serve as standard for acceptance of work.
  - 3. Leave approved mock-ups in place as part of completed project.
  - 4. Manufacturer's representative shall be available to advise applicator on proper application techniques.
- C. Pre-Construction Walk Through: Perform pre-construction walk through of Control Structure with Owner to document and establish degree of cleanliness of the Structure interior to be referenced as acceptable degree of cleanliness at project completion.

### 1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in factory-sealed containers with manufacturer's labels intact and legible.
- B. Store materials in a protected area at a temperature between 35-degrees and 110-degrees Fahrenheit.

### 1.06 JOB CONDITIONS

- A. The existing Stairway coating that is medium dark brown in color, and the coating on the support members of the Southeast Irondequoit Interceptor have been tested for the presence of lead. The test result was negative for lead for each area of the stairway and support members that was tested.
- B. Apply coating under the following prevailing conditions:
  - 1. Air and surface temperatures not less than 40-degrees or above 120-degrees Fahrenheit.
  - 2. Relative humidity not greater than 85-percent.
  - 3. Surface temperature greater than or equal to 5-degrees Fahrenheit above the dew point.
- C. Protect all surfaces not to be coated.

- D. Completely remove solvent vapors by suction-type exhaust fans and blowers. Provide continuous forced ventilation between each coat for a period of time as recommended by the coating manufacturer, and after coating application is completed for a minimum of 48-hours before placing into service. Lower temperatures during curing may require longer ventilation. Exhaust air from the lowest portions of the structure with the top openings kept open to promote air flow, while preventing water intrusion.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Products specified are manufactured by Tnemec Company, Inc., 6800 Corporate Drive, Kansas City, Missouri, and are specified as a standard of quality.
- B. Equivalent materials of other manufacturers may be substituted only by approval of the Owner. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information, solids by volume, recommended dry film thicknesses and a list of five projects where each product has been used and rendered satisfactory service. No request for substitution will be considered that would decrease film thickness or offer a change in the generic type of coating specified. Manufacturer's certified test reports showing the substitute product performance for the specified performance criteria as outlined in PART 2.03 shall be submitted.
- C. Bidders proposing to use coatings other than those specified shall submit those with their bid based on the specified materials, together with the information required in PART 2.01 B, and indicate the sum to be added to or deducted from the base bid, should alternate materials be accepted.
- D. Products for each specified function and system shall be of a single manufacturer.

### **2.02 MATERIALS**

- A. Primer: Modified Aromatic Polyurethane, Tnemec Series 1 Omnithane.
- B. Topcoat: Polyamidoamine Epoxy finish, Tnemec Series N69 Hi-Build Epoxoline II.

### **2.03 PRODUCT REQUIREMENTS**

- A. Primer:
  - 1. Modified Aromatic Polyurethane
    - a. Adhesion: ASTM D4541
    - b. Hardness: ASTM D3363
    - c. Humidity: ASTM D4585
    - d. Salt Fog: ASTM B117
    - e. Impact: ASTM D2794
    - f. Volume Solids: 61.0% +/- 2% Mixed
- B. Topcoat:
  - 1. Polyamidoamine Epoxy, low-sheen
    - a. Abrasion: ASTM D4060, CS-17 Wheel, 1,000 grams load
    - b. Adhesion: ASTM D4541
    - c. Humidity: ASTM D4585
    - d. Salt Fog: ASTM B117
    - e. Volume Solids: 67.0% +/- 2% Mixed
    - f. Exterior Exposure: ASTM D1014
    - g. Fresh Water: Continuous immersion in tap water at 75-degrees Fahrenheit.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine surfaces to be coated and report conditions that would adversely affect appearance or performance of coating system and which cannot be put into an acceptable condition by preparatory work specified in PART 3.02.
- B. Do not proceed with surface preparation and application of coating until surface is acceptable or authorization to proceed is given by the Owner.

### **3.02 SURFACE PREPARATION**

- A. Protect surfaces that are not to be coated from damage, and from coatings being applied. Cover existing equipment as necessary to prevent accumulation of debris created during preparation. Collect debris created from preparation activity and dispose of in accordance with applicable government regulations.
- B. General
  - 1. Dislodge dirt and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming, or blowing with high-pressure air.
  - 2. Apply a solution of bio-degradable detergent and water by low-pressure spray and allow to dwell on the surface for 10-15 minutes. Rinse with fresh water at 2,500-3,000 psi to remove all remaining dust, dirt, and contaminants. Some scrubbing may be necessary.
    - a. Collect wastewater and dispose of in accordance with applicable government regulations. The existing sump and sump pump at the Maintenance Deck floor is available for use and discharge of rinse water. Provide for collection of solids and fines upstream of the pump. Do not allow solids and fines to be pumped through the sump pump.
  - 3. Verify that surfaces to be coated are dry, clean, and free of dust, dirt, oil, wax, grease, or other contaminants.
- C. Interior Steel
  - 1. Surface Preparation: Scrape to remove all loose paint by SSPC-SP 2 Hand Tool Cleaning.
  - 2. SSPC-SP3 Power Tool Clean all rusted, abraded areas. Feather edges of all intact coatings. Dull the gloss on intact coatings by sanding. All surfaces shall be clean and dry

### **3.03 COATING PREPARATION**

- A. Mix and thin coating materials according to manufacturer's latest printed instructions.
- B. Do not use coating materials beyond manufacturer's recommended shelf life.
- C. Do not use mixed coating materials beyond manufacturer's recommended pot life.

### **3.04 APPLICATION**

- A. Apply coating material at specified film thickness by method recommended by manufacturer.
- B. Allow each coat to dry thoroughly prior to recoating. Follow manufacturer recommended recoat time.
- C. Cut edges clean and sharp where work joins other materials or colors.
- D. Make finish coats smooth, uniform in color, and free of brush marks, laps, runs, dry spray, overspray, and skipped or missed areas.

- E. Do not apply coating to the following surfaces:
  - 1. Face brick and concrete
  - 2. Pre-finished wall panels, partitions and ceiling tile.
  - 3. Items with factory-applied final finish
  - 4. Concealed ducts, pipes, and conduit

### 3.05 COATING SYSTEM

- A. Interior Steel – two coat, modified aromatic urethane, Polyamidoamine epoxy
  - 1. First coat: Tnemec Series 1 Omnithane at 2.5-3.5 mils dry film thickness.
    - a. Use Tnemec Series 44-710 Urethane Accelerator at 4-ounce per gallon.
    - b. Apply as a complete coat over intact coatings and bare steel. Tnemec Series 1 Omnithane must be applied to bare steel within 8 hours or before it re-rusts.
  - 2. Second Coat: Tnemec Series N69-Color Hi-Build Epoxoline II at 3.0-5.0 mils dry film thickness.
    - a. For cold weather application between 35-degrees and 50-degrees Fahrenheit, use Tnemec Series N69F Hi-Build Epoxoline II.

### 3.06 INSPECTION

- A. Request acceptance of each coat prior to application of succeeding coats.
- B. Repair and touch-up all work that is not acceptable, and request final acceptance.

### 3.07 CLEANING

- A. Remove paint spatters from glass, plumbing fixtures, equipment, and adjoining surfaces.
- B. Repair damage to coatings or surfaces caused by cleaning operations.
- C. Remove debris from job site and leave storage areas clean.
- D. Clean interior of Structure to degree of cleanliness observed prior to start of work.

### 3.08 WASTE MANAGEMENT

- A. Dispose of waste material in accordance with applicable government regulations.

END OF SECTION



**NOTE:**  
 Aerial imagery and roads data provided by the New York State GIS Clearinghouse, Aerial imagery dated 2009 and Roads dated 2010.

Date	01/16/2012
Drawn By	CPS
Scale	AS NOTED

**day**  
**DAY ENGINEERING, PC.**  
 Environmental Engineering Consultants  
 Rochester, New York 14606  
 New York, New York 10016-0710

Project Title  
 MONROE COUNTY DEPARTMENT  
 OF ENVIRONMENTAL SERVICES CITY PLACE  
 50 WEST MAIN STREET, SUITE 700  
 ROCHESTER, NEW YORK  
 CULVER GOODMAN CONTROL STRUCTURE  
 STAIR PAINTING  
 Drawing Title  
 Project Locus Map

Project No.  
 08-3191C  
 FIGURE 1

NO.	REVISIONS	BY	DATE
1	20' TEMPORARY EASEMENT		
2	30' PERMANENT EASEMENT		
	REVISED NOTE #1, ELIMINATED NOTE #6.	HMS	8-20-79

**MONROE COUNTY**  
NEW YORK

County Manager  
President, County Legislature  
Director of Pure Waters

Lucien A. Morin  
J. Richard Wilson  
Gerald C. McDonald, P.E.

**LOZIER ENGINEERS, INCORPORATED**

ENGINEERING  
ARCHITECTURE  
LAND PLANNING

50 CHESTNUT PLAZA - ROCHESTER, NEW YORK 14604

REGISTERED PROFESSIONAL ENGINEER  
IN THE STATE OF NEW YORK  
No. 1777

8/10/79 Hans M. Kapp

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7209.

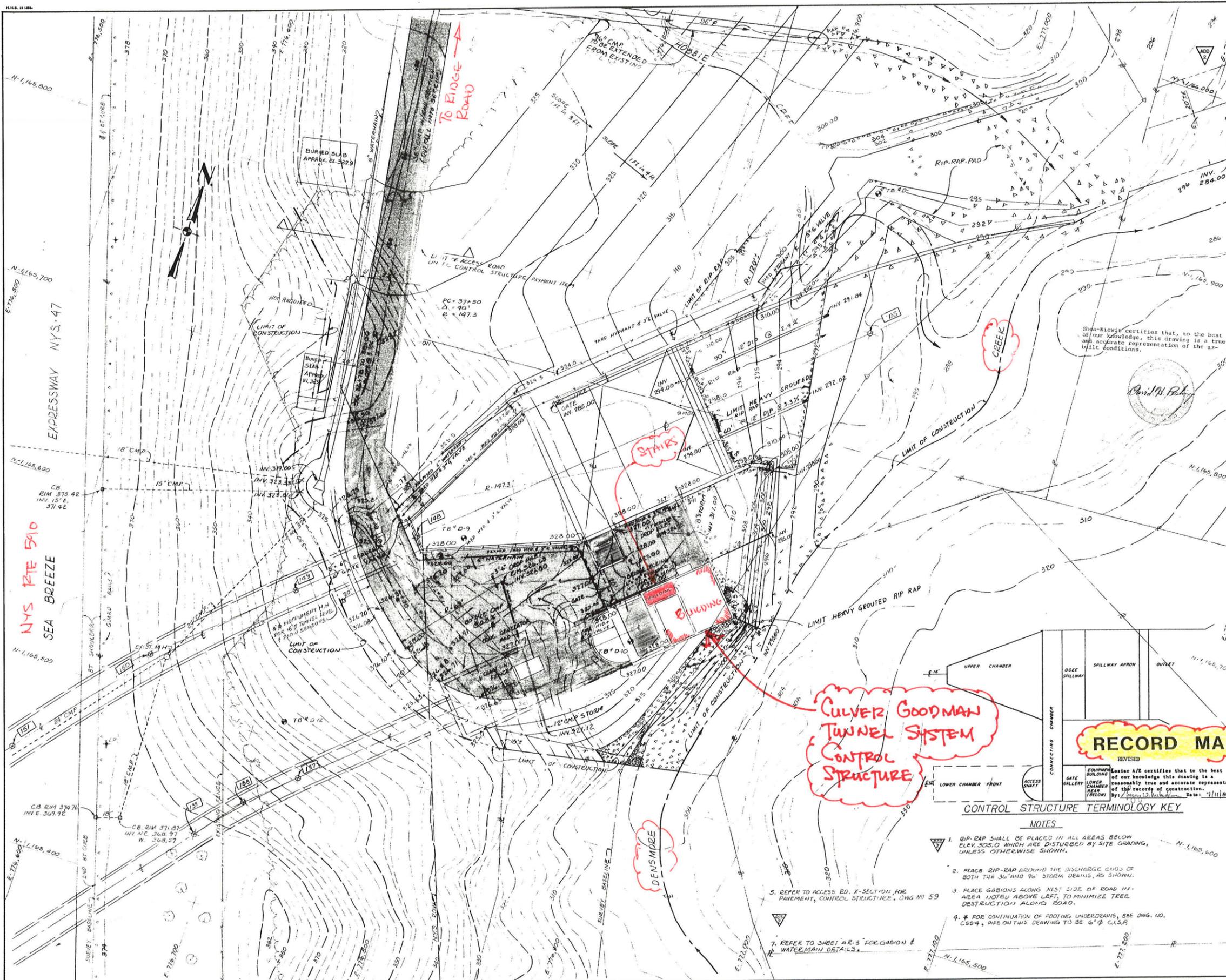
ROCHESTER PURE WATERS DISTRICT  
COMBINED WASTEWATER  
OVERFLOW ABATEMENT PROGRAM  
PHASE I

PROJECT & CONTRACT NO.  
CULVER GOODMAN TUNNEL  
CONTRACT NO. C-36-715-02

TITLE  
CONTROL STRUCTURE  
SITE PLAN

DRAWN BY: S. TEACHMAN, E. GEER	DESIGNED BY: E. PROSSER
CHECKED BY:	DWG. NO.
APPROVED BY:	CSSP-1
SCALE: 1" = 20'	DATE:

SHEET 141 OF 159



**CULVER GOODMAN TUNNEL SYSTEM CONTROL STRUCTURE**

**RECORD MAP**

REVISED

**CONTROL STRUCTURE TERMINOLOGY KEY**

- NOTES**
1. RIP-RAP SHALL BE PLACED IN ALL AREAS BELOW ELEV. 305.0 WHICH ARE DISTURBED BY SITE GRADING, UNLESS OTHERWISE SHOWN.
  2. PLACE RIP-RAP AROUND THE DISCHARGE ENDS OF BOTH THE 36" AND 96" STORM DRAINS, AS SHOWN.
  3. PLACE GABIONS ALONG WEST SIDE OF ROAD IN AREA NOTED ABOVE LEFT, TO MINIMIZE TREE DESTRUCTION ALONG ROAD.
  4. \* FOR CONTINUATION OF FOOTING UNDERDRAINS, SEE DWG. NO. C-36-4. PIPE ON THIS DRAWING TO BE 6" Ø C.A.S.P.
  5. REFER TO ACCESS ROAD X-SECTION FOR PAVEMENT, CONTROL STRUCTURE, DWG. NO. 59
  6. REFER TO SHEET AR-3 FOR GABION & WATER MAIN DETAILS.

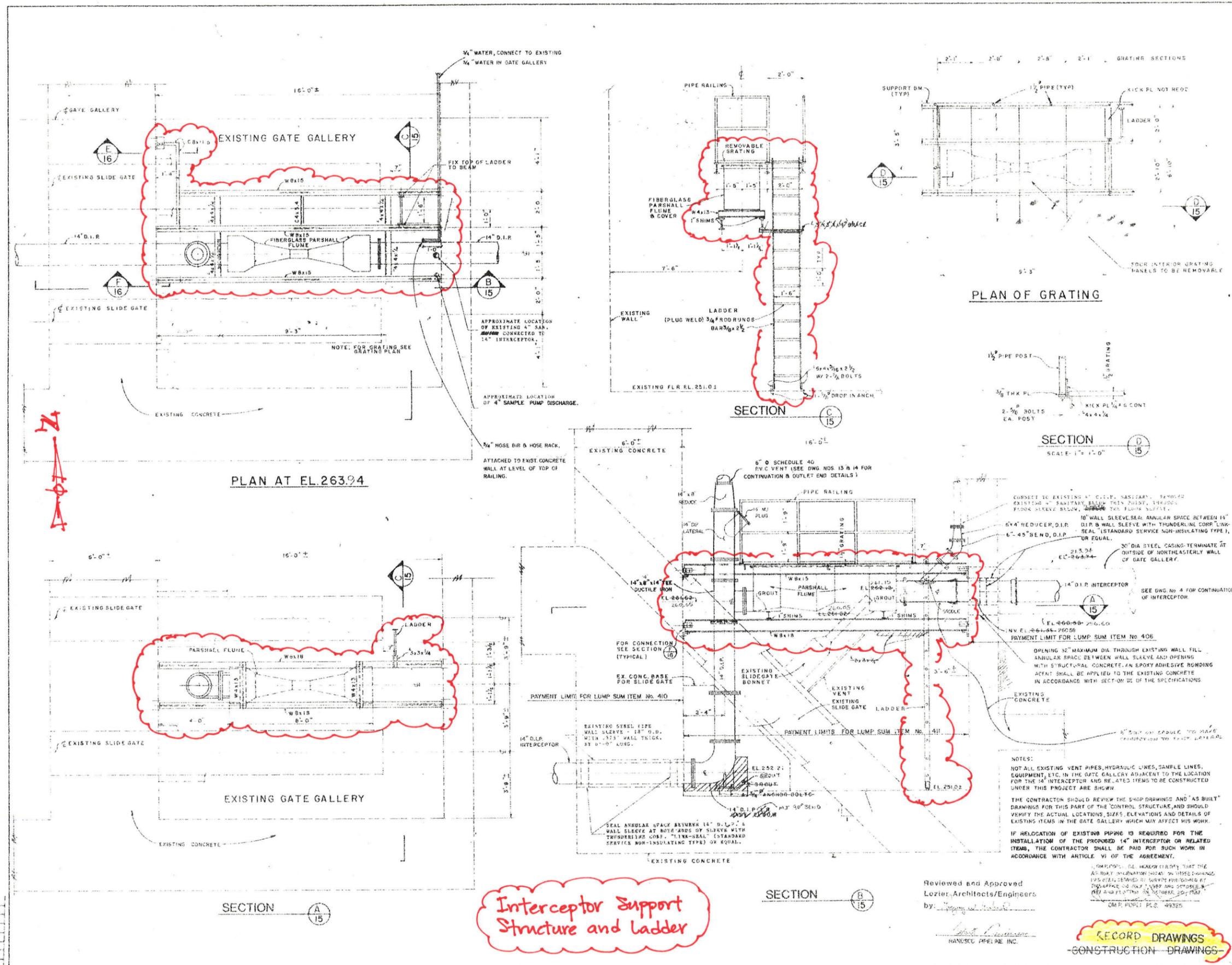
ALSO SEE AR-1, AR-2, AR-3

NYS RTE 59D  
SEA BREEZE

EXPRESSWAY NYS. 47







NO.	REVISIONS	BY	DATE

MONROE COUNTY  
 NEW YORK  
 LOZIER ARCHITECTS/ENGINEERS  
 600 WESTERN BLVD.  
 LARKSPUR, NEW YORK 10506  
 914-931-1100  
 FAX 914-931-1101  
 WWW.LOZIERARCHITECTS.COM

LOZIER  
 ARCHITECTS/ENGINEERS

600 WESTERN BLVD.  
 LARKSPUR, NEW YORK 10506  
 914-931-1100  
 FAX 914-931-1101  
 WWW.LOZIERARCHITECTS.COM

INTERPRETER  
 11/1/14

IRONDEQUOIT BAY  
 PURE WATERS DISTRICT

SOUTHEAST IRONDEQUOIT  
 INTERCEPTOR  
 CONTRACT NO. IV A-1

DETAILS IN CONTROL STRUCTURE  
 GATE GALLERY

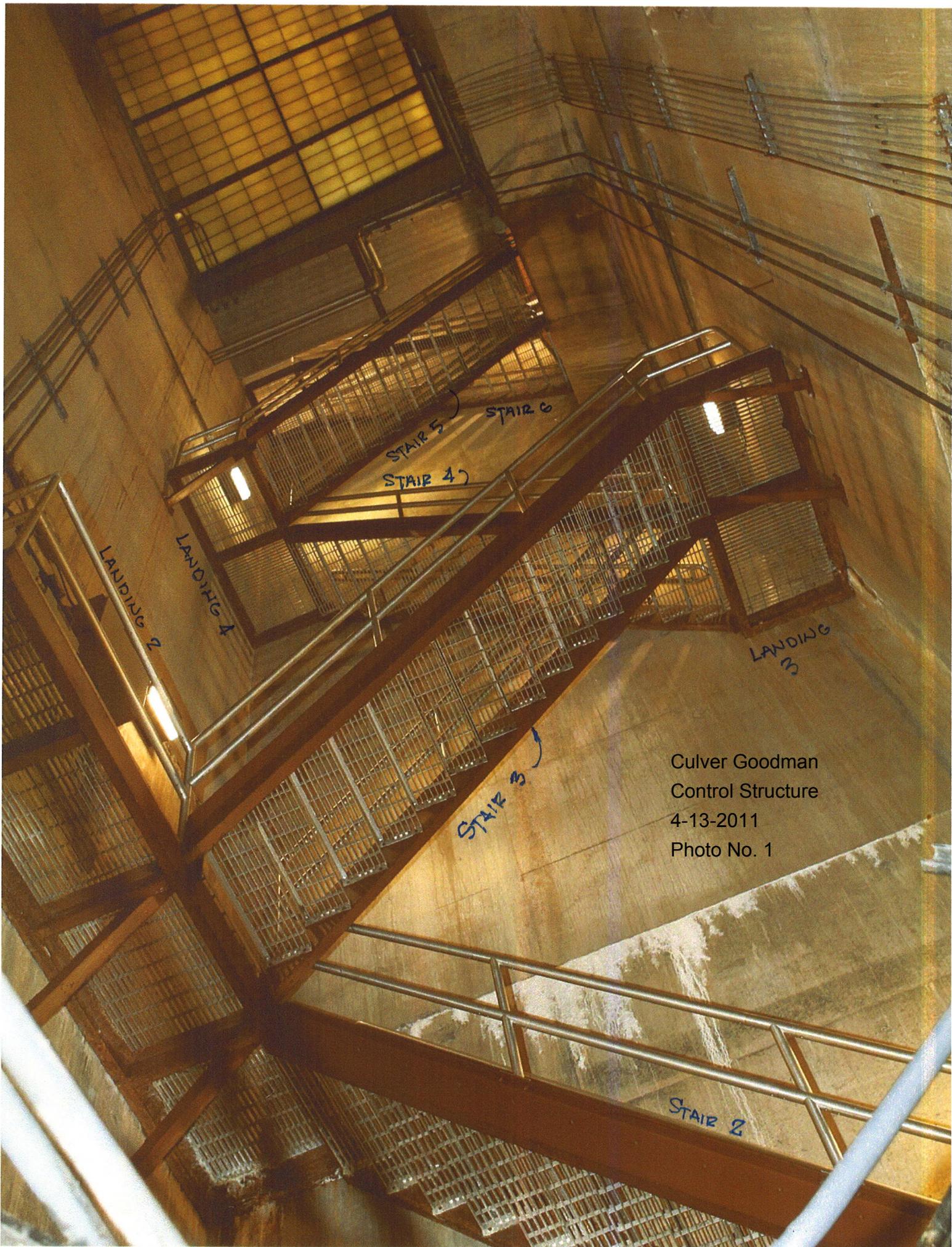
DRAWN BY R.H.G. CHECKED BY M.R.V.A.M.  
 DATE 11/1/14

15

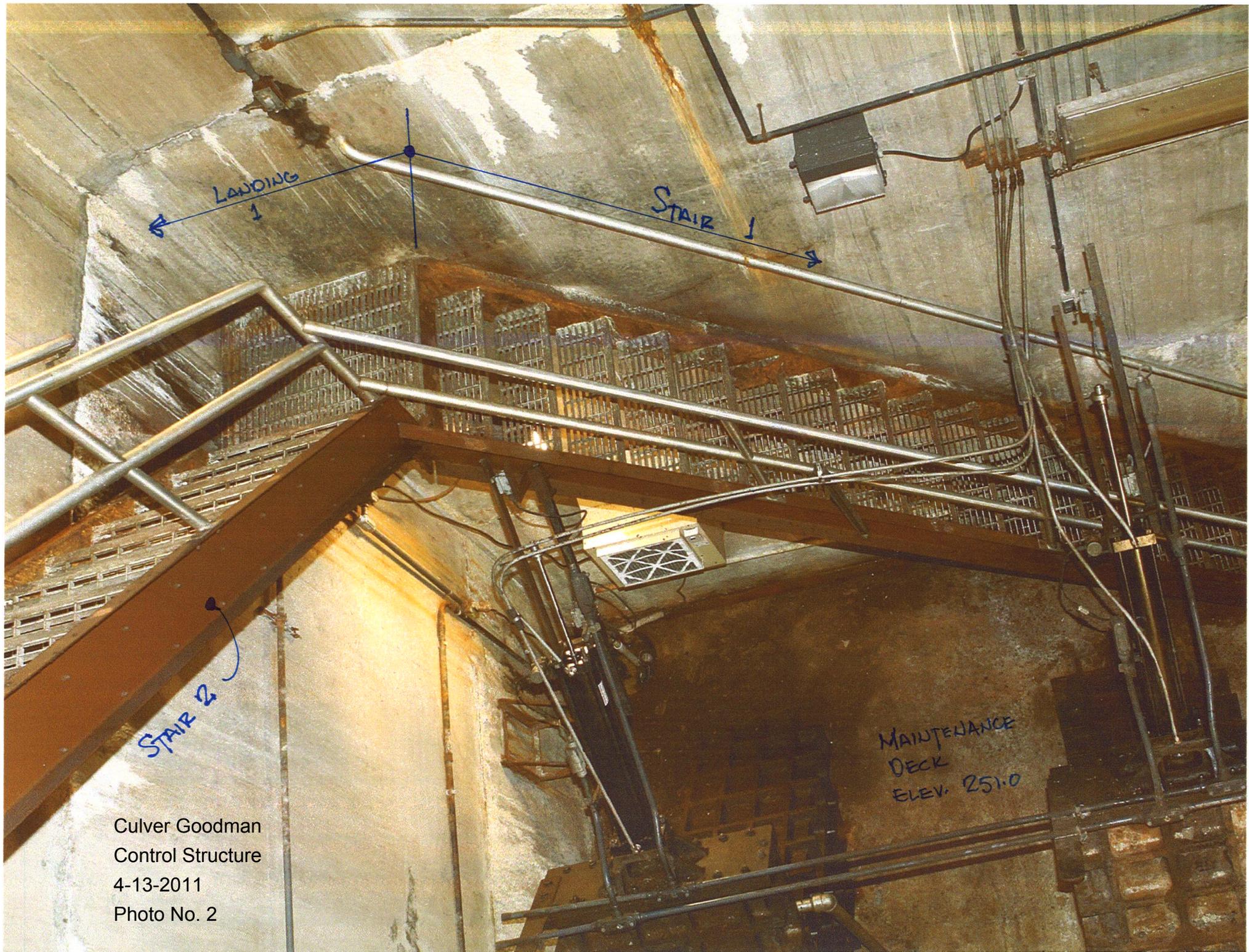
Interceptor Support  
 Structure and Ladder

Reviewed and Approved  
 Lozier Architects/Engineers  
 by: *[Signature]*  
 HANSCO PIPELINE INC.

RECORD DRAWINGS  
 CONSTRUCTION DRAWINGS

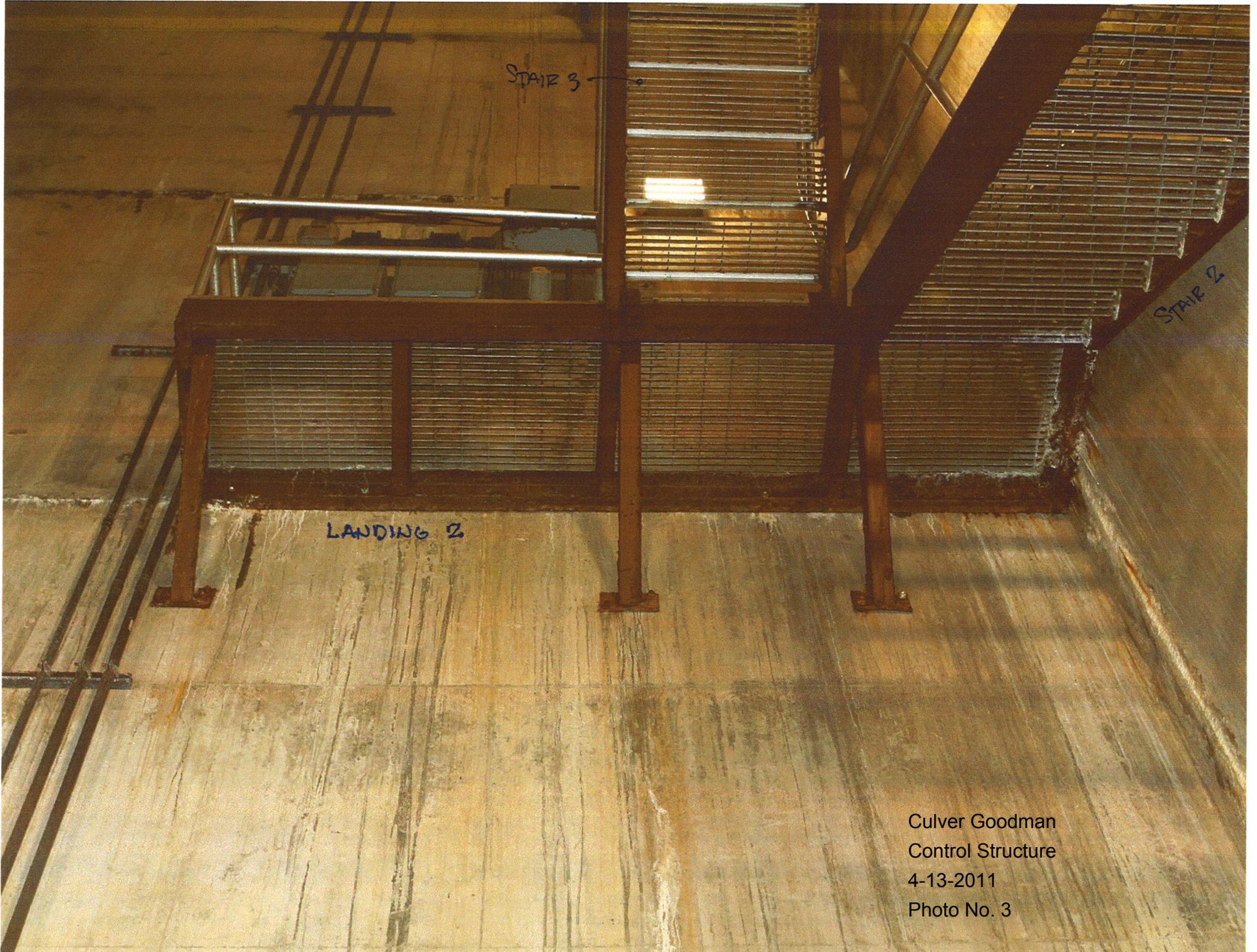


Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 1



Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 2

MAINTENANCE  
DECK  
ELEV. 251.0



STAIR 3

LANDING 2

STAIR 2

Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 3



STAIR 4

LANDING  
3

STAIR 3

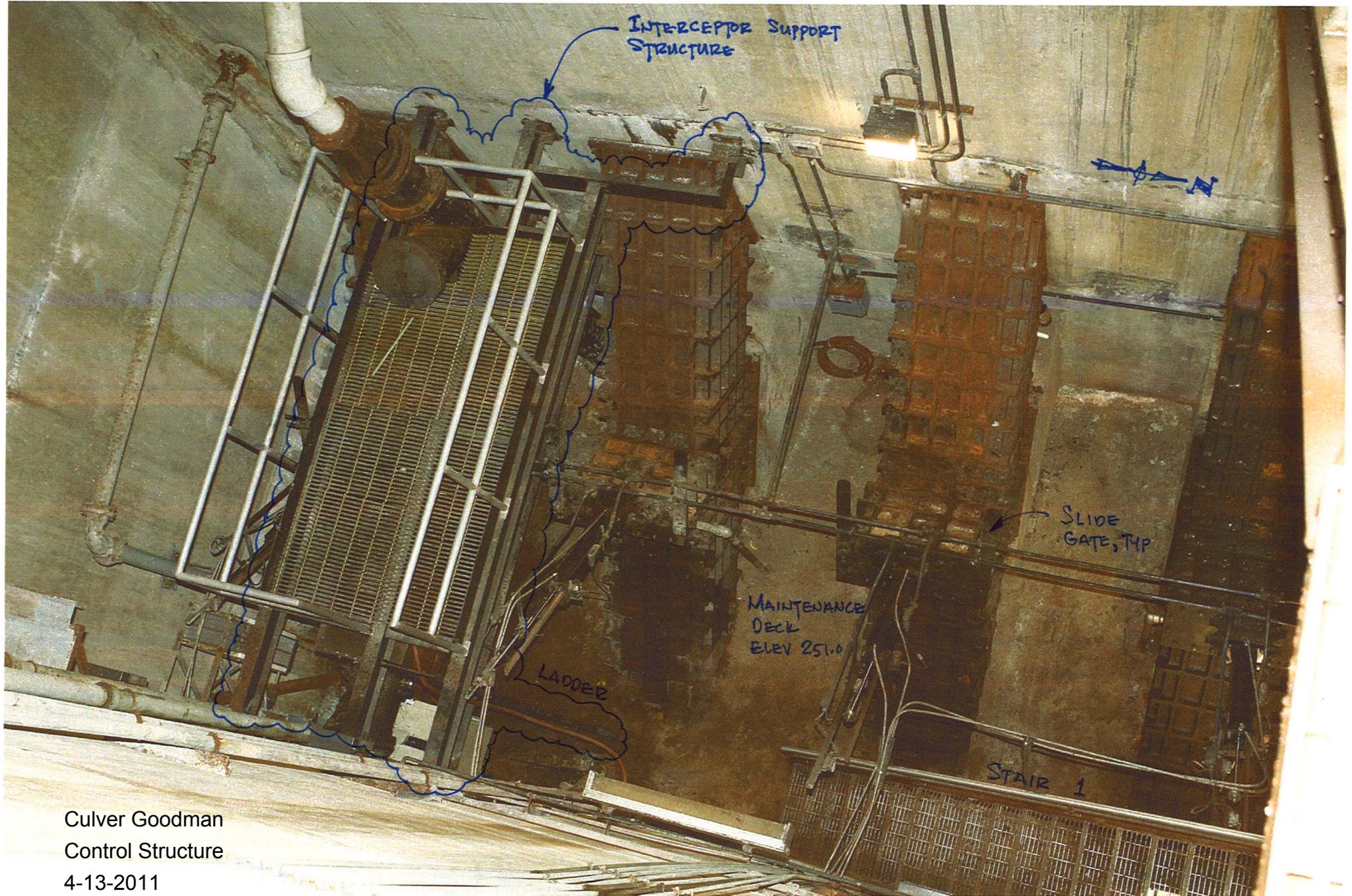
Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 4



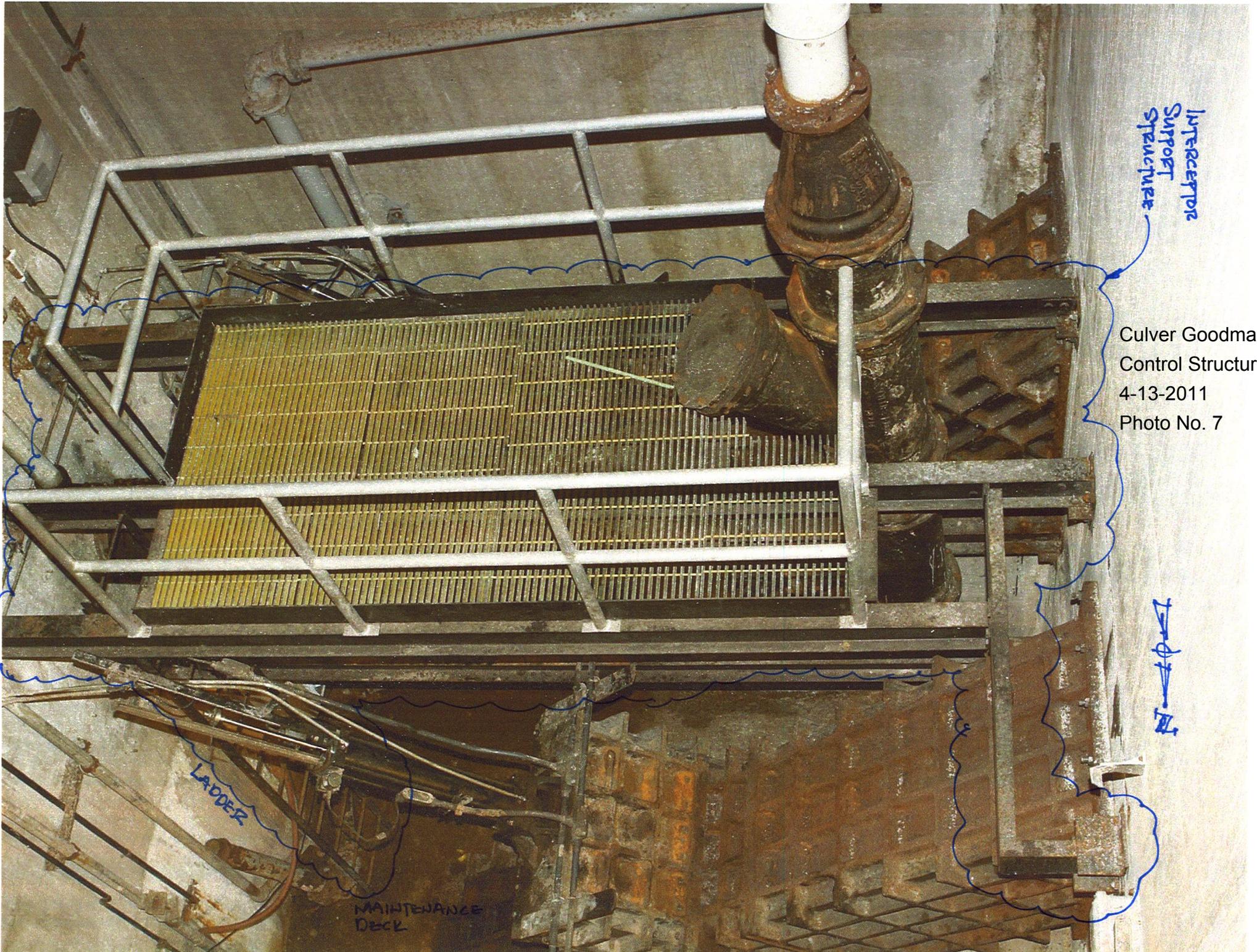
STAIR 4

Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 5

LANDING  
3



Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 6



Interceptor  
Support  
Structure

Culver Goodman  
Control Structure  
4-13-2011  
Photo No. 7

LADDER

MAINTENANCE  
DECK

LADDER

**Retain For Your Records**  
**DO NOT RETURN WITH YOUR BID**

**General  
Specifications  
County  
Of  
Monroe**

DEPARTMENT OF FINANCE  
Division of Purchasing and Central Services

Dawn C. Staub  
Purchasing Manager

Monroe County Office Building  
39 West Main Street, Room 200  
Rochester, New York 14614  
(585) 753-1100

## FOREWORD

This booklet contains the General Specifications of the County of Monroe Division of Purchasing and Central Services and supersedes any previous issue. The terms and conditions set forth apply to all contracts awarded by the County of Monroe Division of Purchasing and Central Services.

## DEFINITIONS

**POLITICAL SUBDIVISIONS:** All County departments, institutions, agencies, political subdivisions (town, city, village public school districts) and others authorized by law to make purchases through the County Purchasing Division.

**BID:** An offer to furnish a described commodity at a stated price in accordance with the proposal and specification.

**BIDDER:** Any person, firm or corporation submitting a proposal to the County.

**COMMODITIES:** Materials, supplies, equipment and non-professional services.

**CONTRACTOR:** Any bidder to whom a contract award is made by the Purchasing Manager or Legislature.

**CONTROLLER:** Controller of the County of Monroe.

**COUNTY:** County of Monroe.

**GROUP:** A classification of commodities.

**LATE BID:** A bid received in the office of the Purchasing Division, whether in person or by mail, after the time and date established in the bid specifications for the bid opening.

**PURCHASING MANAGER:** Manager of the Purchasing Division for the County of Monroe.

**NOTICE OF CONTRACT AWARD:** The notification to all participants that a contract has been made between the County and the successful bidder.

**PROPOSAL:** The form which, when issued by the Purchasing Division, constitutes an invitation to bid on the commodity described therein and which, when completed by the bidder, constitutes his/her bid to the County to furnish such commodity.

**PURCHASE ORDER:** The official form to be used by Monroe County when placing an order for material, equipment or supplies with a contractor or vendor.

**SPECIFICATION:** Description of a commodity and the conditions for its purchase.

## **PROPOSALS AND BIDS**

1. The date and time of bid opening will be given on the proposal.
2. All bids are to be submitted on forms provided by the Purchasing Division.
3. All bids must be submitted in a sealed envelope clearly marked with bid number, title, opening date and time. Bids must not be attached to or enclosed in packages containing bid samples.
4. All information required by the proposal and specifications must be supplied by the bidder.
5. Each bid offered shall be construed in accordance with the specifications and proposal. The bidder must explain all deviations, exceptions and qualifications in detail in the bid.
6. Prices and information required by the proposal, except the signature of bidder, shall be typewritten or printed in ink for legibility. Bids written in pencil may be rejected. The Purchasing Manager may interpret or reject illegible or vague bids and the decision shall be final. All signatures must be in ink. Facsimile, printed or typewritten signatures are not acceptable and the bid may be rejected.
7. No alteration, erasure or addition of the specifications or the proposal shall be made.
8. In all specifications or proposals, the words "or equal" are understood to appear after each commodity giving manufacturer's name or catalog reference or on any patented commodity. If bidding on commodities other than those specified, bidder must in every instance give the trade designation of the commodity, manufacturer's name and detailed specification of commodity he/she proposes to furnish. Otherwise, bid will be construed as submitted on the identical commodity described in the specifications.
9. Used, damaged or obsolete items are not acceptable unless specifically requested and if offered or delivered, shall be rejected and the contract may be cancelled.
10. When bids are requested on a number of commodities as a group, a bidder desiring to bid "no charge" on a commodity in the grouping must so indicate. Otherwise, such bid will be considered as incomplete and may be rejected. Any bidder failing to bid on minimum number of items specified in the bid package may have his/her bid declared incomplete or unresponsive and the Purchasing Manager has the discretion to reject the bid.
11. The bidder must insert the price per unit specified and the price extension for each item in the bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
12. Prices must be net, including transportation and delivery charges fully prepaid by contractor to the destination(s) indicated in the proposal, subject only to the cash discount. If the award is to be on any other basis, transportation charges must be prepaid by the contractor and added to the invoice as a separate item.
13. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the Purchasing Manager after the time specified for the bid opening may not be considered.
14. All bids will be opened and tabulated publicly at the time and place set forth in the proposal.
15. A late bid will be rejected and cannot be considered in awarding a contract.

## **SAMPLES**

16. The Purchasing Manager reserves the right to request a representative sample of the commodity at any time. The sample shall be furnished within the timeframe specified in the bid package.
17. If in the judgment of the Purchasing Manager, the sample is not in accordance with the requirements stated in the specifications and the proposal, the County may reject the bid; or if an award has been made, cancel the contract at the expense of the contractor.
18. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or canceling an award.

19. When an accepted sample exceeds the minimum specifications, all commodities delivered will be of same quality and identity as the sample.
20. Samples must be submitted free of charge and be accompanied by the bidder's name and address, a statement indicating how and where the sample is to be returned to the bidder and descriptive literature regarding the commodity. Samples will be returned at the bidder's expense and risk.
21. All samples are subject to tests in the manner and place designated by the Purchasing Manager. Samples consumed or made useless by testing cannot be returned to the bidder and the County will not be responsible for any costs as a result of such testing.
22. Where the sample has not been impaired by testing and the bidder has failed to indicate the place and mode of return of the sample, it becomes the property of the County at the conclusion of the contract period.
23. Samples may be held by the County during the entire term of the contract for comparison with deliveries.
24. A Proposal may indicate that the commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the bidder to examine such sample shall NOT entitle him to any relief from the conditions imposed in the proposal, specification and related documents. If feasible, standard samples will be submitted to the bidder for his/her examination prior to the bid opening date.
25. Cash discounts will no be considered as a basis for award in any contract.

#### **AWARDS**

26. The Purchasing Manager reserves the right before making an award, to investigate whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specifications and is ample and sufficient to insure the proper performance of the contract, in the event of award. The bidder must be prepared, if requested by the Purchasing Manager, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the commodity on which he/she is bidding. If in the opinion of the Purchasing Manager, it is found that the conditions of the proposal and specifications are not complied with or that items proposed to be furnished do not meet the requirements or specifications called for or that the qualifications, financial standing, facilities or capacities are not satisfactory, the Purchasing Manager may reject such a bid. The Purchasing Manager, in no way, is required or obligated to conduct such investigation prior to awarding the contract. It is further understood that if such investigations are made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
27. Contracts shall be awarded to the lowest responsive and responsible bidder. Responsibility is determined by taking into consideration the reliability of the bidder, the qualities of the articles proposed to be supplied and their conformity with the specifications, the purposes for which required and the terms of delivery and any historical performance record of the bidder that may be maintained by the County.
28. A bidder may be disqualified from receiving awards if such bidder or anyone in his/her employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
29. The Purchasing Manager reserves the right to evaluate and/or reject all bids in whole or in part and to waive technicalities, irregularities and omissions, if in her judgment; the best interests of the County will be served.
30. The Purchasing Manager reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.
31. If two or more bidders submit identical bids as to price, the decision of the Purchasing Manager to award a contract to one or more of such identical bidders shall be final.

#### **CONTRACTS**

32. All contracts awarded by the Purchasing Manager shall be executory only to the extent that funds are available to each Agency or Department for the purchase of the commodity.
33. All bids shall be received with the understanding that the acceptance thereof, in writing, by the Purchasing Manager or governing body, shall constitute a contract between the bidder and the County. The mailing of either a notice of contract award identified by number or of a purchase order to the address on the bid shall be sufficient notice of such acceptance.

34. Unless otherwise specified, the quantities listed in the proposal are subject to change to conform to Agency or Department requirements.
35. The County reserves the right to order up to 10% more or 10% less than the quantities called for in the contract. This paragraph shall not apply to estimated quantity contracts. Over runs and under runs shall not exceed 10%.
36. Unless terminated or cancelled by the Purchasing Manager pursuant to the authority vested in her, contracts will remain in force for the period specified.
37. All purchase orders must be in writing and must bear the appropriate contract number and the approval of the Purchasing Manager.
38. No commodities are to be shipped or delivered until after receipt of an official purchase order from the County, unless otherwise authorized in writing by the Purchasing Manager.
39. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his/her right, title or interest therein or his/her power to execute such contract to any other person, company or corporation without the prior consent, in writing, of the Purchasing Manager. (Approval by the Purchasing Manager is not required for the assignment of monies due for contract deliveries. Such assignments should be filed directly with the Purchasing Manager.)
40. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and approved in writing by the Purchasing Manager.
41. Contractor shall employ no one in relation to the work contemplated by the contract who shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency caused by war, acts of public enemies, strikes, fire, flood or danger to life or property and the wages to be paid to employees for a legal day's work shall not be less than the prevailing New York State wage rates for a day's work in the same trade or occupation in the locality where the contract work is executed.
42. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his/her Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term.

#### **DELIVERY**

43. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified, delivery shall be made within thirty (30) days of receipt of purchase orders by the contractor. The decision of the Purchasing Manager as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of purchase order shall rest with contractor.
44. Any extension of time of delivery must be requested in writing by the contractor and approved in writing by the Purchasing Manager.
45. The Departments will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement or is overdue, in which events the convenience of the County will govern.
46. Commodities shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks. The container shall remain the property of the County unless otherwise specifically agreed to in the contract.
47. Point of Destination: All deliveries shall be unloaded at the storeroom door of the ordering Agency or department unless otherwise stated in the proposal or specification.
48. Commodities purchased at a price, f.o.b. shipping point plus transportation charge, are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until commodities have been received and accepted by the Agency or Department.

49. When commodities are rejected with notice of such rejection having been provided to the bidder, they must be removed by the contractor from the premises of the Department or Agency within five (5) days from notification. Rejected items left longer than five (5) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

#### **DEPOSITS**

50. Unless otherwise expressly indicated, specification deposits are returned only to those prospective contractors who actually submit proposals to the County of Monroe and have returned their specifications unmarked and in good condition within 30 days of the bid award.
51. Unless otherwise expressly indicated, bid deposits are considered an earnest of good faith and are retained by the County only until a contract has been awarded; at which time they are returned to all bidders who submitted proposals. Failure, on the part of a contractor, to execute a contract, may result in forfeiture of his/her bid deposit.

#### **PAYMENTS**

52. Payments will be made by the Controller after presentation of a completed voucher to the ordering Department or Agency.
53. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the Purchasing Manager. Should the amount withheld be finally paid, a cash discount originally offered may be taken by the County as if no delay in payment had occurred.
54. Any claim against a contractor may be deducted by the County from any money due him in the same or other transactions. If no deduction is made in such fashion the contractor shall pay the County the amount of such claim on demand. Submission of a voucher and payment thereof by the County shall not preclude the Purchasing Manager from demanding a price adjustment in any case where the commodity delivered is later found to deviate from the specification and proposal. Any delivery made which does not meet the requirements of the specifications and proposal may be rejected or accepted on an adjusted price basis as determined by the Purchasing Manager.
55. Tax Provisions: Purchases made by the County of Monroe are not subject to State or Local sales taxes or Federal Excise taxes. To satisfy the requirements of the New York State Sales Tax, either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to the County of Monroe, an exempt organization under section 1116 (a) (I) of the Tax Law. Exemption certificates for Federal Excise taxes will be furnished upon request by the Purchasing Division. No person, firm or corporation is, however, exempt from paying the New York State Truck Mileage and Unemployment Insurance or the Federal Social Security Taxes. This exemption does not apply to materials not incorporated into the work of a Public Works Contract.

#### **GUARANTEES BY CONTRACTOR**

56. Contractor hereby guarantees:
- (a) To save the County, its agents and employees, harmless from any liability imposed upon the County arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
  - (b) To pay for all permits, New York licenses and fees and gives all notices and complies with all laws, ordinances, rules and regulations.
  - (c) That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified.
57. Waiver of Immunity Clause:

103-a. Ground for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) such person and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person and by any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine but prior to the first day of September, nineteen hundred sixty.

103-b. Disqualification to contract with municipal corporations and fire districts.

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or with any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section one hundred three-c of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the person so refusing is known to be a member, partner, officer or Purchasing Manager, to the commissioner of transportation of the state of New York and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the person so refusing and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the

questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

103-d. Statement of non-collusion in bids and proposals to political subdivision of the state.

(FN1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) "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 knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in his/her 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;

(3) 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) 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 (a) (1) (2) and (3) 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 political subdivision, public department, agency or official thereof to which the bid is made or his/her 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 one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of Purchasing Managers 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.

58. Anti-discrimination Clause: During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee because of race, creed, color, sex or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such action shall be taken with reference but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the New

York State Division for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the New York State Division of Human Rights of such failure or refusal.

- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the New York State Division of Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex or national origin.
- (e) The contractor will comply with the provisions of the Human Rights Law of the State of New York as set forth in section 290-301 of the Executive Law of New York, will furnish all information and reports deemed necessary by the State Division for Human Rights under these non-discrimination clauses and such sections of the Executive Law and will permit access to his/her books, records and accounts by the State Division for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and applicable Federal Civil Rights Laws.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part by the contracting agency upon the basis of a finding made by the New York State Division for Human Rights that the contractor has not complied with these non-discrimination clauses and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he/she satisfies the New York State Division for Human Rights that he/she has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the New York State Division for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the contractor and an opportunity has been afforded him/her to be heard publicly before three members of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct; including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

59. Workmen's Compensation: Contractor will secure workman's compensation and keep insured during the life of the contract for the benefit of such employees as are required to be insured by the provisions of Chapter 41 of the laws of 1914, as amended, known as the Workmen's Compensation Law and also provisions of Article 9 of the Workmen's Compensation Law known as the Disability Benefits Law. The contract shall be void and of no effect unless the contractor complies with these provisions.

## **CANCELLATION OF CONTRACT**

60. Upon failure of the contractor to deliver within the time specified or failure to make prompt replacement of rejected commodities when so requested, the Purchasing Manager may purchase from other sources to replace the commodity rejected or not delivered. On all such purchases, the contractor agrees to reimburse the County promptly for costs associated with purchasing from other sources. Should the cost be less than the contract price, the contractor shall have no claim to the difference. Such purchases may be deducted from contract quantity by the Purchasing Manager.
61. A contract may be cancelled at the contractor's expense upon nonperformance of contract.

## **DRAWINGS**

62. Rough and/or shop drawings shall be furnished as deemed necessary and required by the specification. Such drawings shall be consistent with the contract documents and shall be considered as forming part of the specification and the contract to which they relate.
63. All lettering on the drawings shall be considered a part of the drawings.
64. Approval by the Purchasing Manager of shop drawings of details for any commodity will not relieve the contractor from responsibility for furnishing same of proper dimension, size, quantity and quality to efficiently perform the work and carry out the requirements and intent of the layout or descriptive drawings forming part of the proposal and specifications. Such approval shall not relieve the contractor from responsibility for errors of any sort in the shop drawings. If the shop drawings deviate or are intended to deviate from the layout or descriptive drawings on specifications, the contractor shall so advise the Purchasing Manager in writing at the time the shop drawings are submitted, stating the difference in value between the contract requirements and that denoted by said shop drawings.
65. Rough and/or shop drawings will be examined by the Purchasing Manager and if necessary, will be returned to the contractor for correction. After the corrections have been made, the contractor shall resubmit to the Purchasing Manager as many copies as required for final approval.
66. All drawings and copies thereof shall become the property of the County.

## **CONTRACTS INVOLVING INSTALLATION**

67. Contractor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean and everything in satisfactory repair and order.
68. Equipment, supplies and materials shall be stored at the site only upon the approval of the using Agency and at the contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
69. Work shall be performed so as to cause the least inconvenience to the County and with proper consideration for the rights of other contractors or workmen. The contractor shall keep in touch with the entire operation and install his/her equipment promptly.
70. Installation shall also include the furnishings of any rigging necessary to move equipment into the buildings; also the removal and resetting of any removable windows used for moving equipment into building.
71. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
72. All materials used in installation shall be of the highest quality and shall be free from all defects which would mar the appearance of the equipment or render it structurally unsound.
73. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he/she or his/her workmen are responsible.

## **SAVINGS CLAUSE**

74. The contractor shall not be responsible for any losses resulting from his/her failure to perform properly, if such failure was due to causes beyond his/her control and without his/her fault or negligence, including but not restricted to acts of God, wars, acts of public enemies, strikes, fires and floods, provided that the contractor shall within ten (10) days from the beginning of any such delay, notify the Purchasing Manager, in writing, of the cause of such delay.
  
75. The terms, conditions and requirements set forth in these General Specifications shall be binding upon bidders and contractors submitting bids or furnishing materials in connection with proposals received or contracts awarded by the County pursuant to rules and regulations promulgated by the Purchasing Manager of the Monroe County Division of Purchasing and Central Services.