



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: 0113-12

BID TITLE: REMOVE OLD, FURNISH & INSTALL
DOORS AT THE DENTZEL CAROUSEL

BUYER: Phil DiFrancesco

BID TIME: 11:00 AM

PHONE: (585) 753-1130

BID DATE: February 23, 2012

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

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
	ONE (1) JOB	REMOVE OLD, FURNISH & INSTALL DOORS AT THE DENTZEL CAROUSEL Per attached Specifications and Unit Price Sheet <i>PLEASE SUBMIT TWO (2) COPIES OF BID PROPOSAL AT TIME OF BID OPENING.</i>		

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

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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: REMOVE OLD, FURNISH AND INSTALL DOORS AT THE DENTZEL CAROUSEL

FOR: Department of Environmental Services

DEPARTMENT CONTACT: David Cross, (585) 753-7932

DUPLICATE COPIES: PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

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# 2012000586 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 Base Bid A or B plus any corresponding Add Alternates, selected by the County. Bidder must bid on all items in order to be considered.** 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 begin project within **three (3) weeks ARO.**

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 of five (5) years from date of completion. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said five (5) 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.

**BP0113-12
REMOVE OLD, FURNISH AND INSTALL
DOORS FOR ONTARIO BEACH DENTZEL CAROUSEL
SPECIFICATIONS**

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to remove existing doors and hardware and furnish and install one (1) man-door and eleven (11) overhead doors, openings, hardware and finishings. The specification for this work is listed in sections; 081433, 083613, 087100, 015000, 099113 and drawings: A-01, A-02, and A-03. There is a bid option (marked on drawing A-01) to remove existing doors and hardware and furnish and install six (6) alternate doors, hardware and finishings.

It is the responsibility of the vendor to verify the completeness of the material lists and of the suitability of devices to meet the intent of the specifications. Any additional equipment or service required, even if not mentioned herein, shall be provided by the bidder without claims for additional payment; it being understood that a fully functional operating system, satisfactory to the County, is required.

1.02 CONTACT PERSON:

Project Architect:

Virginia Gates Searl
Bero Architecture PLLC
32 Winthrop Street
Rochester, New York 14607
(585) 262-2035
vsearl@beroarchitecture.com

1.03 DELIVERY LOCATION:

Ontario Beach Park
Dentzel Carousel
4650 Lake Ave
Rochester, NY 14612

1.04 QUALIFICATIONS OF MANUFACTURER

Consideration will be given only to products of manufacturers who can demonstrate that their product complies with the specifications. The technical information submitted by the bidder must address how the proposed equipment meets these specifications. Consideration will be given only to vendors who can demonstrate that their equipment, background and technical abilities comply with the specifications. The County shall have the sole responsibility for determining if the proposed equipment meets the specifications. Should the apparent low bidder fail to meet the specifications, the bid shall be rejected and the next low bidder shall be considered. The County may require additional supplementary information during the review process. The bidder's technical specifications must provide sufficient detail to permit an evaluation of the proposed equipment but shall not be considered as satisfying the requirements for the submission of manuals.

1.05 PRE-BID INSPECTION:

It is strongly recommended that bidders attend the pre-bid inspection of the area in which the equipment is to be installed and to review all available data. Any failure by the bidder to acquaint himself with all available information concerning the equipment to be supplied will not relieve him from the responsibility of carrying out the work intended by this contract.

A pre-bid inspection is scheduled for Thursday, February 9 on site at 1:00 PM.

1.06 SUBMITTALS:

The successful bidder shall submit, after issuance of a purchase order, ACTION and INFORMATIONAL SUBMITTALS.

The MAINTENANCE MATERIAL SUBMITTALS and CLOSEOUT SUBMITTALS shall be submitted to the County's Project Manager, David Cross or his designee at the time project is completed.

1.07 SCHEDULE:

The ACTION and INFORMATIONAL SUBMITTALS referenced in SECTION 1.06 will be due three (3) weeks from the successful bidder receiving the purchase order.

The removal of existing doors and hardware and furnishing and installation of the door openings, hardware and finishing shall be completed within twelve (12) weeks after the successful bidder receives County approval for the drawing they submitted.

2.00 BID ITEMS:

Bid items are defined as follows:

- a. SECTION 083613 – SECTIONAL DOORS
- b. SECTION 081433 – STILE AND RAIL WOOD DOORS
- c. SECTION 087100 – DOOR HARDWARE
- d. SECTION 099113 – EXTERIOR PAINTING
- e. SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

BP0113-12
REMOVE OLD, FURNISH AND INSTALL
DOORS FOR ONTARIO BEACH DENTZEL CAROUSEL
UNIT PRICE SHEET

<u>Description</u>	<u>Price</u>
Base Bid A: Remove existing doors and hardware and furnish and install one (1) man-door and eleven (11) overhead doors, openings, hardware and finishings .(Stiles and rails are kiln-dried White Oak)	\$_____
Options:	
Add ALT 1-A Remove existing door and hardware for "N6" and furnish and install overhead door "N6" as marked on drawing A-01 hardware and finishing (Stiles and rails are kiln-dried White Oak)	\$_____
Add ALT 2-A Remove existing door and hardware for "N5" and furnish and install overhead door "N5" as marked on drawing A-01 hardware and finishing (Stiles and rails are kiln-dried White Oak)	\$_____
Add ALT 3-A Remove existing door and hardware for "N3" and furnish and install overhead door "N3" as marked on drawing A-01 hardware and finishing (Stiles and rails are kiln-dried White Oak)	\$_____
Add ALT 4-A Remove existing door and hardware for "N2" and furnish and install overhead door "N2" as marked on drawing A-01 hardware and finishing (Stiles and rails are kiln-dried White Oak)	\$_____
Add ALT 5-A Remove existing door and hardware for "N1" and furnish and install overhead door "N1" as marked on drawing A-01 hardware and finishing (Stiles and rails are kiln-dried White Oak)	\$_____
Add ALT 6-A Remove existing door and hardware for "S6" and furnish and install overhead door "S6" as marked on drawing A-01 hardware and finishing (Stiles and rails are kiln-dried White Oak)	\$_____

**BP0113-12
 REMOVE OLD, FURNISH AND INSTALL
 DOORS FOR ONTARIO BEACH DENTZEL CAROUSEL
UNIT PRICE SHEET**

<u>Description</u>	<u>Price</u>
Alternate Base Bid B:	
Remove existing doors and hardware and furnish and install one (1) man-door and eleven (11) overhead doors, openings, hardware and finishings. Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____
Options:	
Add ALT 1-B Remove existing door and hardware for "N6" and furnish and install overhead door "N6" as marked on drawing A-01 hardware and finishing. Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____
Add ALT 2-B Remove existing door and hardware for "N5" and furnish and install overhead door "N5" as marked on drawing A-01 hardware and finishing. Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____
Add ALT 3-B Remove existing door and hardware for "N3" and furnish and install overhead door "N3" as marked on drawing A-01 hardware and finishing . Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____
Add ALT 4-B Remove existing door and hardware for "N2" and furnish and install overhead door "N2" as marked on drawing A-01 hardware and finishing. Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____
Add ALT 5-B Remove existing door and hardware for "N1" and furnish and install overhead door "N1" as marked on drawing A-01 hardware and finishing. Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____
Add ALT 6-B Remove existing door and hardware for "S6" and furnish and install overhead door "S6" as marked on drawing A-01 hardware and finishing. Using Wood Species: Honduran Mahogany in lieu of White Oak.	\$_____

SECTION 083613 - SECTIONAL DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. The work to be done under this section includes all equipment, labor, materials, and accessories required for the furnishing, setting in place, and completion of manually operated sectional doors.
 - 1. Operational and fixed overhead flat panel doors.
 - 2. Removal of existing sectional doors and operating hardware.
 - 3. Alternate No. 1: Wood Species: Honduran Mahogany.
- B. Related Sections:
 - 1. Section 099113 "Exterior Painting" for finishing requirements.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Exterior sectional doors shall withstand the effects of gravity loads, and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of sectional door and accessory.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Delegated-Design Submittal: For sectional doors indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data for operating hardware.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

- B. Standard for Sectional Doors: Fabricate sectional doors to comply with DASMA 102 unless otherwise indicated.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of sectional doors that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WOOD DOOR SECTIONS

- A. Paneled Sections: Fabricate stiles and rails of clear, vertical-grain, straight, kiln-dried White Oak, not less than 1-3/4 inches thick. Form meeting rails to provide rabbeted, weathertight-seal joint.
 - 1. Panel Inserts: MDO plywood, 1/2" thick, MDO surface on front and back sides.
- B. Factory prime door sections with two coats of exterior primer compatible with field-applied finish.

2.2 TRACKS, SUPPORTS, AND ACCESSORIES

- A. Tracks: Manufacturer's standard, galvanized-steel track system of configuration to match existing, sized for door size and weight, designed for lift type indicated and clearances required by existing opening condition. Provide complete track assembly including brackets, bracing, and reinforcement for rigid support of ball-bearing roller guides for required door type and size. Slot vertical sections of track spaced 2 inches apart for door-drop safety device. Slope tracks at proper angle from vertical or design tracks to ensure tight closure at jambs when door unit is closed.
- B. Track Reinforcement and Supports: Galvanized-steel track reinforcement and support members. Secure, reinforce, and support tracks as required for door size and weight to provide strength and rigidity without sag, sway, and vibration during opening and closing of doors.
- C. Weatherseals: Replaceable, adjustable, continuous, compressible weather-stripping gaskets of flexible vinyl, rubber, or neoprene fitted to bottom and top of sectional door.
- D. Finishing: All sectional door operating hardware shall be painted to match adjacent wood surface colors. Refer to Section 099113, Exterior Painting.

2.3 HARDWARE

- A. General: Provide heavy-duty, corrosion-resistant hardware, with hot-dip galvanized, stainless-steel, or other corrosion-resistant fasteners, to suit door type.
- B. Hinges: Heavy-duty, galvanized-steel hinges at each end stile and at each intermediate stile, according to industry standard recommendations for door size. Attach hinges to door sections through stiles and rails.
- C. Rollers: Heavy-duty rollers with steel ball-bearings in case-hardened steel races, mounted with varying projections to suit slope of track. Provide 2-inch- diameter roller tires for 2-inch- wide track.
- D. Push/Pull Handles: For push-up or emergency-operated doors, provide galvanized-steel lifting handles on each side of door.

2.4 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on single-jamb side, operable from inside only.

2.5 COUNTERBALANCE MECHANISM

- A. Torsion Spring: Counterbalance mechanism consisting of adjustable-tension torsion springs mounted on torsion shaft made of steel tube or solid steel.
- B. Cable Drums and Shaft for Doors: Cast-aluminum or gray-iron casting cable drums mounted on torsion shaft and grooved to receive door-lifting cables as door is raised. Mount counterbalance mechanism with manufacturer's standard ball-bearing brackets at each end of torsion shaft.
- C. Cables: Galvanized-steel lifting cables.
- D. Cable Safety Device: Include, on each side-edge of door, a device designed to automatically stop door if either lifting cable breaks.
- E. Bracket: Provide anchor support bracket as required to connect stationary end of spring to the wall and to level the shaft and prevent sag.
- F. Provide a spring bumper at each horizontal track to cushion door at end of opening operation.

2.6 MANUAL DOOR OPERATORS

- A. Equip door with industry standard manual door operator.
- B. Push-up Operation: Lift handles and pull rope for raising and lowering doors, with counterbalance mechanism designed so that required lift or pull for door operation does not exceed 25 lbf.

2.7 DOOR ASSEMBLY

- A. Wood Sectional Door: Sectional door formed with hinged sections. Height and width of doors vary by opening. See Drawings A-01 for approximate dimensions. All dimensions shown of drawings are field measurements for information only. All dimensions are to be taken in the field before fabrication of wood sectional doors.
 - 1. Basis-of-Design: Existing sectional doors.
- B. Operation Cycles: Not less than 20,000.
- C. Wood Sections: Paneled to match section identified in the field by the County.
- D. Track Configuration: Match existing track.
- E. Weatherseals: Fitted to bottom, top, and around entire perimeter of door
- F. Locking Devices: Equip door with locking devices to match existing.
- G. Manual Door Operator: Push-up operation.
- H. Door Finish:
 - 1. Factory Prime Finish: Manufacturer's standard color.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING SECTIONAL DOORS

- A. Removal of existing sectional doors and operating hardware is part of the project. All existing doors are to be carefully removed and legally disposed of. Damage resulting from removal will be repaired by the Contractor, to the County's satisfaction and at no additional expense to the County.

3.2 INSTALLATION

- A. Install sectional doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Tracks: Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment. Repair galvanized coating on tracks according to ASTM A 780.
- C. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion. Adjust doors and seals to provide weathertight fit around entire perimeter.

3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train the County's maintenance personnel to adjust, operate, and maintain sectional doors.

END OF SECTION 083613

SECTION 081433 - STILE AND RAIL WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. The work to be done under this section includes all equipment, labor, materials, and accessories required for the furnishing, setting in place, and completion of stile and rail wood doors.
 - 1. Exterior stile and rail wood doors.
 - a. Priming and finishing stile and rail wood doors is specified in Section 099113 – Exterior Painting.
 - 2. Fitting stile and rail wood doors to existing frames and machining for hardware.
 - 3. Removal of existing stile and rail door and associated false transom.
 - 4. Alternate No 1: Wood Species: Honduran Mahogany.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For stile and rail wood doors. Indicate location, size, and hand of door; elevation of each door; and other pertinent data.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Use only materials that comply with referenced standards and other requirements specified. Assemble exterior doors with wet-use adhesives.
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.

2.2 EXTERIOR STILE AND RAIL WOOD DOORS

- A. Exterior Stile and Rail Wood Doors: Exterior custom doors complying with the AWI's, AWMAC's, and WI's "Architectural Woodwork Standards," and with other requirements specified.
 - 1. Finish and Grade: Opaque and Custom.
 - 2. Fabricate stiles and rails of clear, vertical-grain, straight, kiln-dried White Oak, 2-1/4 inches thick. Form meeting rails to provide rabbeted, weathertight-seal joint.

3. Door Construction for Opaque Finish:

- a. Stile and Rail Construction: Clear solid lumber, do not use finger jointed pieces.
- b. Flat-Panel Construction: MDO plywood, 5/8" thick, MDO on front and back sides.

2.3 STILE AND RAIL WOOD DOOR FABRICATION

- A. Fabricate stile and rail wood doors to fit in existing opening.
- B. Transom Panel: Fabricate panel by application of matching trim to exterior area above door. Match materials, finish, and quality of construction to stile and rail door.
- C. Exterior Doors: Factory or shop treat exterior doors after fabrication with water-repellent preservative to comply with WDMA S.4. Flash top of outswinging doors with metal flashing.

2.4 FINISHING

- A. Finish wood doors at woodworking shop. Finish transom materials at woodworking shop.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING STILE AND RAIL DOOR

- A. Removal of existing stile and rail door and associated false transom is part of the project. The existing door is to be carefully removed and legally disposed of. Damage resulting from removal will be repaired by the Contractor, to the County's satisfaction and at no additional expense to the County.

3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware".
- B. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
 - 1. Clearances: Provide 1/8 inch at heads and jambs. Provide 1/8 inch from bottom of door to top of floor.
 - 2. Bevel doors 1/8 inch in 2 inches at lock and hinge edges.

END OF SECTION 081433

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. The work to be done under this section includes all equipment, labor, materials, and accessories required for the furnishing, setting in place, and completion of door hardware.
 - 1. Mechanical door hardware for the following:
 - a. Swinging doors.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Other Action Submittals:
 - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - a. Content: Include the following information:
 - 1) Identification number, location, hand, size, and material of door and frame.
 - 2) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - 2. Keying Schedule: Prepared by or under the supervision of Installer, detailing the County's final keying instructions for locks.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and the County about door hardware and keying.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver keys to manufacturer of key control system for subsequent delivery to the County.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.

- a. Mortise locksets: Five (5) years.
 - b. Exit devices: Five (5) years

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.

- 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.

- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:

- 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.

2.2 HINGES

- A. Hinges: ANSI A156.1 and have the number of knuckles specified, oil impregnated bearings with NRP (non-removable pin) feature, at all exterior reverse bevel doors. Unless otherwise indicated, supply one (1) hinge for every 30" of door height. Hinges shall be a minimum of 4-1/2" high and 4" wide; heavy weight hinges (.180) shall be supplied

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Bommer Industries, Inc.
- b. Hager Companies.
- c. McKinney Products Company; an ASSA ABLOY Group company.
- d. Stanley Commercial Hardware; Div. of The Stanley Works.

2.3 MECHANICAL LOCKS AND LATCHES

- A. Mortise Locks: All locksets shall meet the requirements of ANSI/BHMA A156.13-1994, Operational Grade 1, and Security Grade 1 certified. All functions shall be manufacturer in a single sized case formed from 12 gauge steel minimum. The lockset shall have a field-adjustable, beveled armored front, with a .125" minimum thickness and shall be reversible without opening the lock body. The lockset shall be 2-3/4" backset with a one-piece 3/4" anti-friction stainless steel latchbolt. The deadbolt shall be a full 1" throw made of stainless steel. All strikes shall be non-handed with a curved lip. All locks shall be provided with strike boxes. To insure proper alignment, all trim, shall be thru-bolted and fully interchangeable between rose and escutcheon designs.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Best Access Systems; Div. of Stanley Security Solutions, Inc.
 - 1) Best 445K, Yale 8800 Series.
 - b. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
 - 1) Corbin Russwin ML2000 Series.

2.4 LOCK CYLINDERS

- A. Lock Cylinders: Provide cylinders and keys compatible with the existing facility key system. Stamp all change keys with keyset symbol (VKC), but do not stamp with key section or bitting number.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Best Access Systems; Div. of Stanley Security Solutions, Inc.
 - b. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
 - c. Yale Security Inc.; an ASSA ABLOY Group company.

2.5 KEYING

- A. All locks and cylinders shall be construction master-keyed. All locks and cylinders to be master-keyed or grandmaster-keyed as directed by the County. The factory shall key all locks and cylinders.
 - 1. Existing System:

- a. Master key or grand master key locks to the County's existing system.

B. Keys: Brass.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: Information to be furnished by Owner.
2. Quantity: In addition to one extra key blank for each lock, provide the following:
 - a. Cylinder Change Keys: Three.

2.6 DOOR CLOSERS

A. Surface Mounted Closers – Heavy Duty.

1. All closers shall be ANSI/BHMA 156.4 certified and have non-ferrous covers, aluminum alloy bodies, forged steel arms, and separate valves for adjusting backcheck, closing and latching cycles, and adjustable spring to provide up to 50% increase in spring power. Closers shall be constructed with a one-piece body. Closers shall be furnished with parallel arms mounted on door opening into public space and shall be mounted to permit 180 degrees door swing wherever wall conditions permit. Furnish with non-hold open arms unless otherwise directed by the County. Closers shall not be installed on exterior side of doors; where possible install closers on door for optimum aesthetics.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Norton Door Controls; an ASSA ABLOY Group company.
 - 1) Norton 7500 Series.
 - b. Yale Security Inc.; an ASSA ABLOY Group company.
 - 1) Yale 4400 Series, LCN 4040.

2.7 DOOR TRIM AND PROTECTIVE PLATES

- A. Kick plates shall be 0.050 gauge and two (2) inches less full width of door or as directed by Owner.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Rockwood Manufacturing Company.
 2. McKinney Products Company; an ASSA ABLOY Group company.
 3. Trimco.

2.8 GASKETING AND THRESHOLDS

- A. Provide continuous weatherseal on exterior doors. Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from stocks maintained by manufacturer.
- B. Provide threshold units not less than 4" wide, formed to accommodate change in floor elevation, fabricated to accommodate door hardware and to fit door frames. All threshold units shall comply with the Americans with Disabilities Act (ADA).
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hager Companies.
 - b. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
 - c. Zero International.

2.9 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall examine hardware before installation to ensure it is free of defects.

3.2 INSTALLATION

- A. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- B. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant identified by the manufacturer as compatible with flooring and threshold materials.

- C. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- D. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.3 DOOR HARDWARE SCHEDULE

A. The following schedule is furnished for whatever assistance it may afford the Contactor; do not consider it as entirely inclusive. Should any particular door or item be omitted in any scheduled hardware group, notify the County immediately.

B. Manufacturer's Abbreviations:

- 1. CR – Corbin Russwin
- 2. MC – McKinney
- 3. NO – Norton
- 4. PE – Pemko

C. Door Hardware Schedule

Set No. 1: Exterior Door – South			
4 Hinges	T4B3786 5" x 4.5"	613	MC
1 Lock Set	ML2055 CSR	613	CR
1 Closer	7500M	690	NO
1 Weatherstrip	2891 AS x Full Width and Height		PE
1 Door Sweep	345 ANB		PE
1 Threshold	172 A		PE

END OF SECTION 087100

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. The work to be done under this section includes all equipment, labor, materials, and accessories required for the furnishing, setting in place, and completion of exterior painting.
 - 1. Wood sectional and stile and rail doors.
 - 2. Operating hardware for sectional doors.
 - 3. Existing wood trim associated with doors.

1.2 DEFINITIONS

- A. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. The County will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of not more than 50 sq. ft.

2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by the County at no added cost.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colors: To match existing building color scheme.

2.2 METAL PRIMERS

- A. Primer, for Galvanized Metal: As recommended in writing by topcoat manufacturer.
 1. Basis of Design: Sherwin Williams ProCryl® Universal Acrylic Primer.

2.3 WOOD PRIMERS

- A. Alkyd Primer for Exterior Wood:
 1. Basis of Design: Sherwin Williams paint.
 - a. Sherwin Williams Exterior Oil Based Wood Primer (Y24W8820).

2.4 WATER-BASED PAINTS

- A. Latex, Exterior Satin for galvanized metal surfaces:
 1. Basis of Design: Sherwin Williams Paint.
 - a. Sherwin Williams Duration® Coating Exterior Latex Satin.
- B. Latex, Exterior, Semi-Gloss (Gloss Level 5) for wood surfaces:
 1. Basis of Design: Sherwin Williams paint.

- a. Sherwin Williams Sher-Cryl® HPA High Performance Acrylic Gloss Coating (B66W00311).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
- C. Prime edges, ends, faces, undersides, back sides, and cut edges of wood.
- D. Clean all galvanized metal using a water-soluble cleaner. Follow manufacturer's written instructions. Verify compatibility of cleaning product with primer and top coat system.
 1. Cleaner Basis of Design: Sherwin Williams ProClean Professional® PrepWash Cleaner.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect adjacent surfaces against damage from paint application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by the County, and leave in an undamaged condition.
- B. At completion of construction activities, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Including wood trim, architectural woodwork, and doors.
 - 1. Latex over Alkyd Primer System:
 - a. Prime Coat: Primer, alkyd for exterior wood.
 - b. Intermediate Coat 1: Same as prime coat.
 - c. Intermediate Coat 2: Same as topcoat.
 - d. Topcoat: Latex, exterior semi-gloss (Gloss Level 5).
 - 2. Shop apply all coats included in exterior painting schedule. Touch up all nicks, scrapes or other deficiencies resulting from installation on site at completion.
- B. Metal Substrates: Including galvanized metal door operating hardware.
 - 1. Latex over Acrylic Primer System:
 - a. Prime Coat: Primer, acrylic for galvanized metal.
 - b. Intermediate Coat: Same as top coat.
 - c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5).

END OF SECTION 099113

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the County's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from the County's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from the County's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, the County, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to the County's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to the County. At Substantial Completion, restore these facilities to condition existing before initial use.

- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of the County's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the County. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Electric Power Service: Connect to the County's existing electric power service. Maintain equipment in a condition acceptable to the County.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. The County reserves right to take possession of Project identification signs.

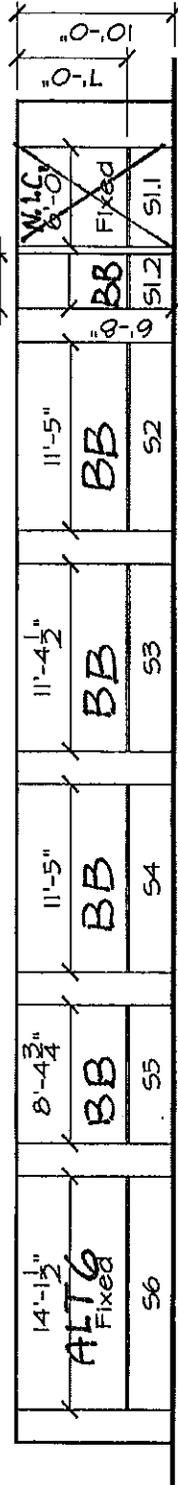
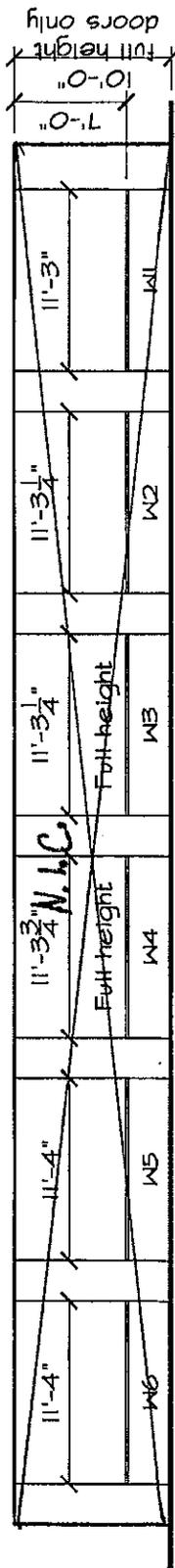
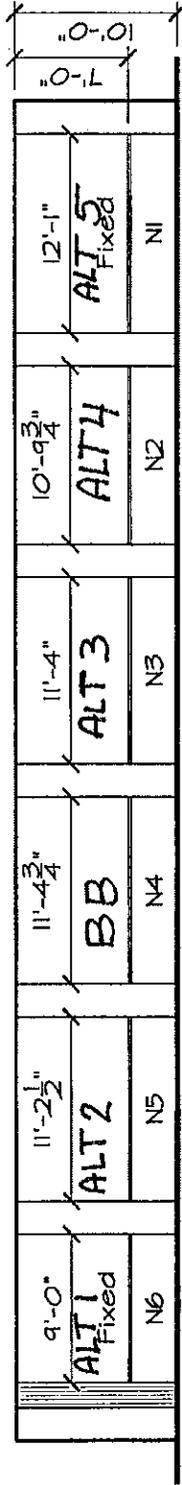
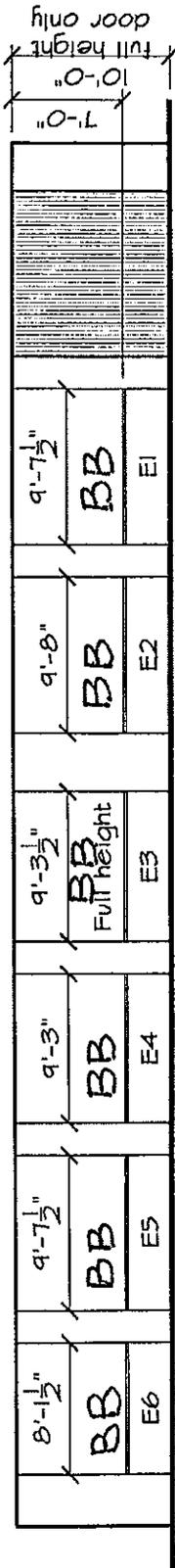
At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with Final cleaning satisfactory to Monroe County is required.

END OF SECTION 015000

BERO ARCHITECTURE PLLC

32 Windthrop Street Rochester New York 14607
(585) 262-2035 contact@beroarchitecture.com

BB = Base Bid
 ALT 1 = ALTERNATE # 1
 N.L.C. = Not in contract



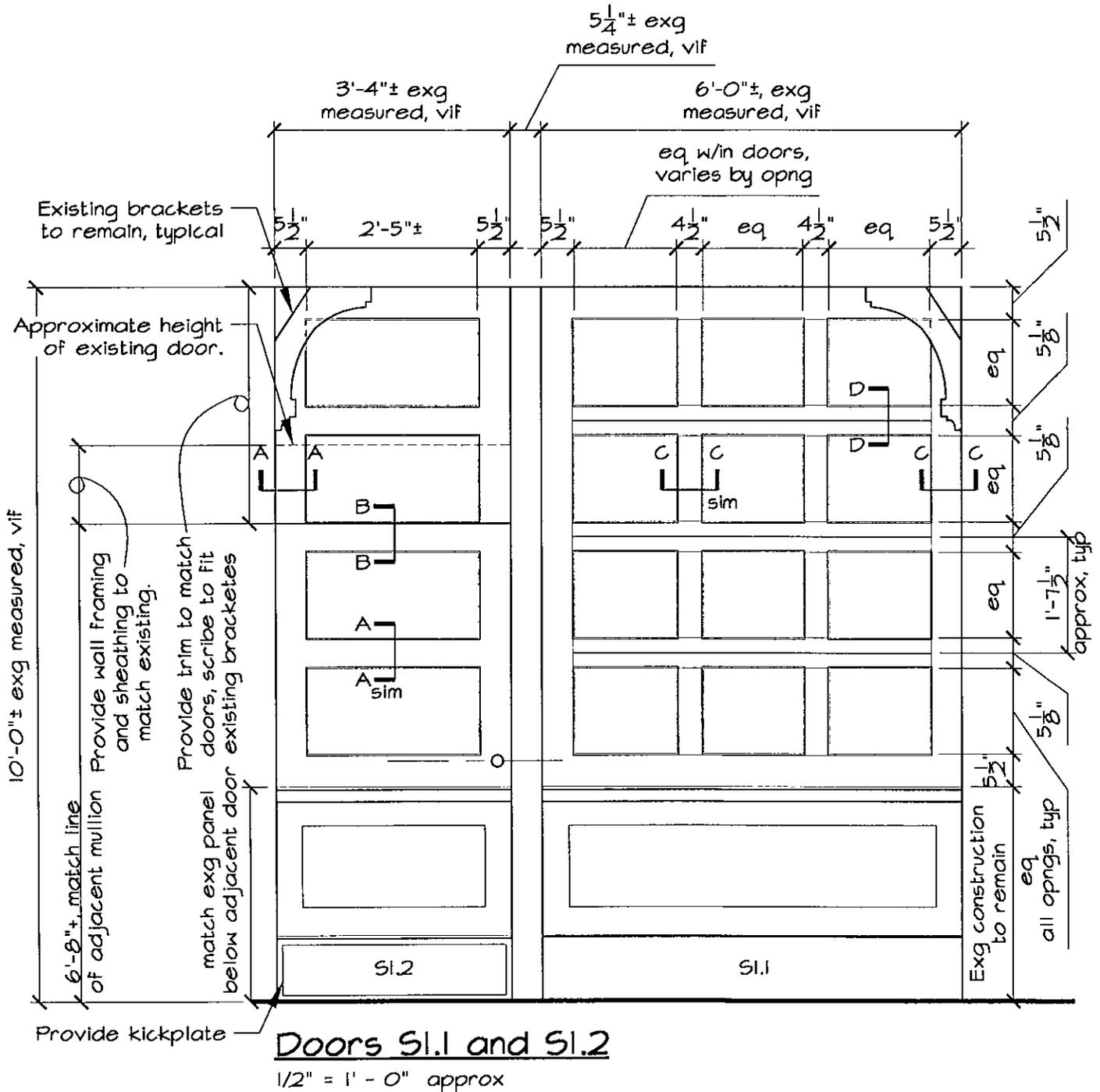
Dimensions are approximate and are provided for information only.
 All dimensions must be field verified before fabrication of doors.

A-01

Sketch Opening Elevations

BERO ARCHITECTURE PLLC

32 Winthrop Street Rochester New York 14607
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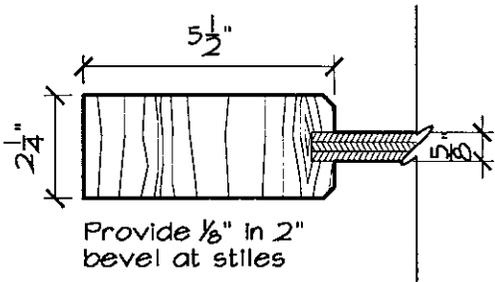


Door Details

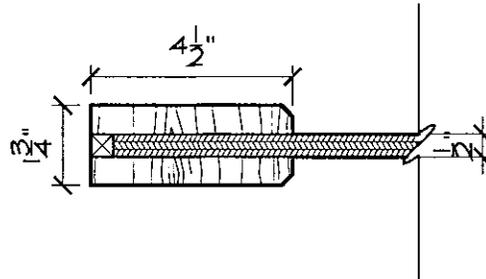
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BERO ARCHITECTURE PLLC

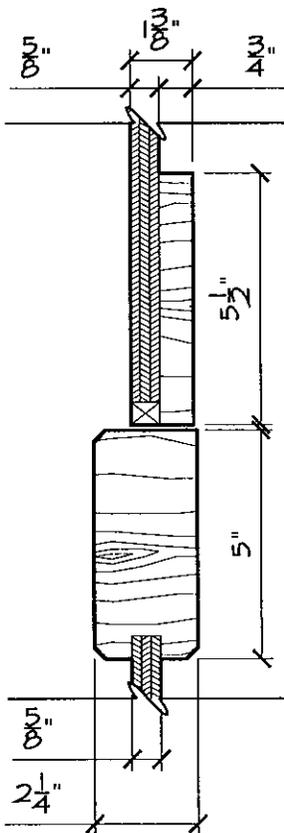
32 Winthrop Street Rochester New York 14607
 (585) 262-2035 contact@beroarchitecture.com



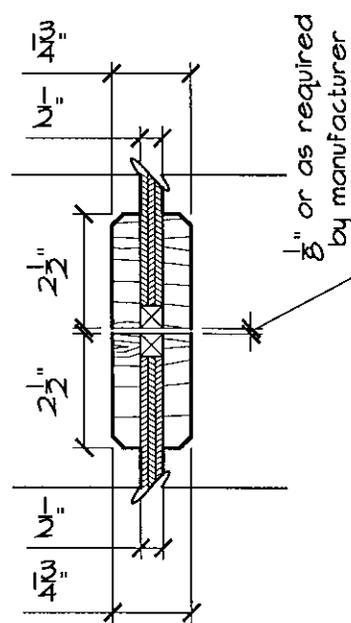
2 Section A-A
 A-03 3" = 1' - 0"



1 Section C-C
 A-03 3" = 1' - 0"



4 Section B-B
 A-03 3" = 1' - 0"



3 Section D-D
 A-03 3" = 1' - 0"

Door Details

A-03

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 \$1,000,000	Each Occurrence \$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 \$1,000,000	Each Accident \$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.	
	INSURERS AFFORDING COVERAGE	NAIC #
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 #			WC STAT-TORY LIMITS	OTHER
						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 #0113-12 REMOVE OLD, FURNISH & INSTALL DOORS AT DENTZEL CAROUSEL
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: Phil DiFrancesco

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.

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 Three Hundred Thousand and no/100 Dollars (\$300,000.00) 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 Three Hundred Thousand and no/100 Dollars (\$300,000.00) 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.

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.

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.