

# **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN**, that the County of Ontario (the “County”), will receive sealed bids for **Manhole Rehabilitation (B23009)**. Such sealed bids must be filed with the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424, **PRIOR TO 11:00 AM prevailing time, November 29, 2022** at which time said bids will be opened and read, also available via Webex Meeting.

Meeting Link:

<https://ontariocountyny.webex.com/ontariocountyny/j.php?MTID=m9475c8c6752ab588a4e44791f7b6dcad>

Meeting Number: 2346 535 5679

Password: Highway

**Bid forms and specifications may be obtained at the office of the County Purchasing Director at the above mentioned address (Telephone: 585-396-4442), the Ontario County Website ([www.ontariocountyny.gov/purchasing](http://www.ontariocountyny.gov/purchasing)), or the Empire State Purchasing Group (<https://www.bidnetdirect.com/new-york>).** Vendors requesting arrangements other than U.S. Mail shall be responsible for making such arrangements and all associated costs.

The County reserves the right to renew any contract(s) awarded as a result of this bid for up to two additional, (12) twelve-month periods by annual resolution by the County Board of Supervisors and in accordance with the Bid Specifications and New York State General Municipal Law (“GML”) Sections 103 and 104-b.

**NOTE: The County shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the County Purchasing Department.**

**Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County Purchasing Department.**

**It is HIGHLY suggested that all vendors interested in participating in this bid, contact the County Purchasing Department directly at the above address or telephone number to assure they have received the most accurate and up to date material concerning this contract.**

**The County does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for the project prior to the opening of the bid. NO EXCEPTIONS ARE MADE TO THIS POLICY.**

The County reserves the right to reject any or all bids.

**PROPERTY OF THE COUNTY. Reproduction of this document and its attachments in any manner, including electronically, is prohibited without the express written permission of the County Purchasing Department.**

**COUNTY OF ONTARIO**

Jenifer Langer  
Assistant Purchasing Director  
Ontario County Purchasing

# **INSTRUCTIONS TO BIDDERS**

- 1) Read all documents contained in the Bid Specifications.
- 2) Vendors are responsible for submitting their bids to the exact location indicated on the Notice To Bidders prior to the time indicated in the Notice To Bidders. No bids will be accepted after the designated time indicated in the Notice To Bidders. **NOTE:** This includes any changes listed on the latest addendum issued by the County of Ontario (the “County”) Purchasing Department, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
- 3) Bidders are responsible for reporting, in writing, any errors found in the Bid Specifications to the County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.
- 4) Questions about or clarifications to the Bid Specifications must be made in writing to the County Purchasing Director prior to the bid opening via regular mail, e-mail ([Purchasing@ontariocountyny.gov](mailto:Purchasing@ontariocountyny.gov)), or fax (585-396-4250). Such questions must be in the possession of the County Purchasing Director three working days prior to the bid opening unless otherwise indicated. Please indicate the bid number on your request. Verbal questions may not be entertained.
- 5) Bidders shall indicate on the outside of their sealed bid the following information:
  - a. **Title of Bid and Bid Number**
  - b. **Date and Time of Bid Opening**
  - c. **Company Name**
  - d. **Vendors submitting “Alternate” pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**
- 6) The only forms necessary to be submitted as a bid are the following:
  - a. **Bid Form, filled out completely. See General Information.**
  - b. **Individual, Corporate, Partnership or LLC Acknowledgment.**
  - c. **Non-Collusion Affidavit; signed and dated.**
  - d. **Bidder’s Statement on Sexual Harassment; signed and notarized.**
  - e. **Insurance certificates. See Schedule B Insurance Requirements.**
  - f. **Copy of Literature for all items offered (if applicable).**
  - g. **IRS W-9 Form. See General Information**
  - h. **Any other information as noted in the bid documents.**
- 7) All vendors submitting a bid shall be supplied with a copy of the pricing tabulation sheet and the information regarding any resulting resolutions as soon as they become available after the bid opening.
- 8) Under no circumstances is it necessary to return the Bid Specifications with the bid. They should be retained by the bidder for his/her records, or returned at a later date as a part of a request for the return of a bid deposit.

**Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.**

# **GENERAL INFORMATION**

## **METHOD OF AWARD:**

A contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Specifications. However, the County of Ontario (the "County") reserves the right to award contracts to multiple vendors as a result of this bid. This is to allow the County access to materials and services closest to the project location, thus costing the least to its taxpayers, and to provide additional vendor availability for urgent or emergency services. If multiple awards are made, the County shall first contact the vendor bidding the lowest price based on its requirements and location for each project or order. If the low bidder cannot perform the service or provide the material for any reason or within a reasonable time frame, the County may then contact the next lowest bidder awarded a contract. The County guarantees no minimum or maximum purchases as a result of award of this bid. Additionally, the County reserves the right to purchase any goods or services included as a part of this bid through any means legally available to it at any time. The County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York ("GML"), to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to GML Sections 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County and the vendor.

## **GUARANTEE:**

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials and/or equipment supplied to the County meet or exceeds the Bid Specifications. Should the goods, materials and/or equipment be found not to meet the Bid Specifications, the vendor shall remove and/or at the County's sole discretion, replace all faulty goods, materials and/or equipment within a time frame dictated by the County at no cost to the County.

## **SAMPLES:**

The vendor agrees to supply samples of any or all products offered. Said samples shall be supplied at no cost to the County and shall be delivered in the same manner and in the same packaging as would be done should there be an award. Samples shall become the property of the County and there shall be no costs associated with the samples. Delivery shall be within seven (7) calendar days of request.

## **QUALIFICATION OF BIDDER:**

Bids will only be accepted from established contractors and manufacturers or their authorized dealers who can supply the goods, material, service or equipment in accordance with the Bid Specifications. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within the County. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested.

## **AWARD OF BID:**

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Clerk of the County Board of Supervisors. Notice of awards shall be in the form of a copy of the resolution awarded by the County Board of Supervisors sent to all successful vendors by U.S. mail.

## **FINANCING OF MATERIAL OR EQUIPMENT PURCHASES:**

When any bid includes the lease and/or purchase of goods, material and/or equipment, the vendor shall submit a price on the bid form supplied by the County. The price offered shall include all delivery, finance and any other charges that may be associated with said purchases or lease. The County shall only deal with the vendors actually submitting the bid AND supplying the goods, material, service, or equipment described in the Bid

Specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or be required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The County shall not make partial or prepayments of any kind unless stipulated in the Bid Specifications by the County.

**PAYMENTS:**

Payments to all vendors will be made within thirty (30) calendar days of receipt of an approved and accepted invoice by the County. If the contract is for equipment, the County will pay the vendor awarded the contract within thirty (30) calendar days of receipt and acceptance of the equipment as fully functional and operational including training of County staff by the vendor in the operation and maintenance of the equipment and upon receipt and approval of a correct invoice from the vendor. Prior to any vendor receiving payment, the County requires that all vendors have a current completed IRS form W-9 on file with the County Finance Department. The County may, at its option, audit such books and records of the vendor as are reasonably pertinent to a contract awarded as a result of this bid to substantiate the basis for payment and compliance with the terms of the contract resulting from this bid.

**TERM OF CONTRACT:**

Any contract resulting from the award of this bid shall be for a term of twelve (12) months from the date of award. The County reserves the right to renew all or any part of this contract for up to two (2) twelve-month periods if agreeable by all parties and by resolution by the County Board of Supervisors.

**PRICE ADJUSTMENTS:**

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the County Board of Supervisors may any of the contract pricing be changed for any reason without prior written approval by the County. The vendor may request a price adjustment after the first six months of a contract term. However, the vendor may only make one such request per contract term. If a price adjustment request is made, the vendor shall give the County a minimum of thirty-(30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available. (See also, "Quarterly Fuel Price Adjustments" for County initiated price adjustments)

**FUEL SURCHARGES:**

The County will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the County in the solicitation or contract. Any fuel charges added and not authorized by the County will be deleted from any payments made to the vendor.

**TAX ON MATERIALS:**

In regard to any taxes applicable to a contract resulting from this bid, please acquire a copy of form ST-120.1 from the NYS Department of Taxation and Finance and follow accordingly.

**COMPLIANCE:**

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this bid, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status,

shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this bid, and agrees if the County were to be assessed a penalty related to this bid that vendor will defend and indemnify the County for any said penalty or related penalty.

**PROGRESS:**

The vendor shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of a contract resulting from this bid.

**INDEPENDENCE:**

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent vendor. The vendor, its employees, partners, associates, subcontractors, subconsultants, and any others employed or retained by the vendor in the performance of a contract resulting from this bid, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit.

**NON-DISCRIMINATION:**

The vendor expressly agrees that:

(a) in the hiring of employees for the performance of a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this bid a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(e) that any contract resulting from this bid may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

**NO CONFLICT:**

The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees that, in the performance of a contract resulting from this bid, no person having any such interest shall be employed by it.

The vendor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the vendor to solicit or secure a contract resulting from this bid, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this bid. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its

discretion, to terminate a contract resulting from this bid without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

**RECORDS:**

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

**INSURANCE:**

Failure to secure and maintain the required insurances contained in Schedule “B,” which is attached hereto and made a part hereof, is a material breach of any contract(s) awarded as a result of this bid. Vendor shall reimburse the County for any funds expended by the County that would have been paid by Vendor’s insurance carrier under any required insurance. Should vendor’s required insurance be cancelled or lapse in any way, vendor shall submit the insurer’s notice of cancellation or lapse to the County within two business days of receipt.

**DEFENSE AND INDEMNIFICATION:**

The vendor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the vendor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph “(a)” above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County’s receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract’s expiration or earlier termination.

**TERMINATION:**

The County, upon ten (10) calendar days’ notice to the vendor, may terminate any contract(s) resulting from this bid in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this bid up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the County option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the County Attorney, the vendor agrees to remove the equipment and refund the County a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by the

County, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the County. No finance or any other charges shall be assessed to or by either party.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this bid, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

#### **JUDGMENTS/LEGAL FINDINGS:**

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

#### **PREVAILING WAGES:**

All vendors submitting bids agree to conform to all New York State (“NYS”) and federal Department of Labor and prevailing wage laws. The County has applied for and has received all PRC numbers for this project, which, if applicable, have been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <http://www.labor.ny.gov/workerprotection/publicwork/pwratesch.shtm> or for questions regarding federal labor rates and policy questions call 1-866-487-2365.

The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by NYS law to receive said rates in the course of doing work for the County. No payments will be made to any vendor covered under a contract resulting from this bid prior to the vendor supplying the County with certified payrolls in accordance with NYS Department of Labor regulations. The vendor agrees to verify all rates with the NYS Department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of the those workers involved in any part of a contract for the County are required by law to receive said rates.

Corporations and partnerships submitting proposals are hereby informed that ALL personnel involved in the performance of a contract resulting from this bid must be paid the prevailing rate or above in accordance with the current NYS labor laws in effect during the course of performance. This includes all owners, partners and other management and other employees as required.

If there are federal funds involved in a contract resulting from this bid, it is the responsibility of the vendor to comply with the higher of the two prevailing wage schedules listed above.

#### **NOTES:**

Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is representing to the County that they are currently in good standing with the NYS Department of Labor at the time of the bid submission.

In accordance with chapter 282 of NYS Labor Law 220-h for all public works projects of \$250,000.00 or more, prior to performing any work relating to said project every worker covered under any contract relating to said project shall have completed an Occupational Safety and Health Administration (“OSHA”) 10 safety training course. As proof of completion of the training course each contractor and subcontractor must attach a copy of proof of completion of the OSHA 10 course to the first payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. For further information or acceptable types of proof contact the NYS Department of Labor at the number listed above or at (518) 485-5696

### **IRAN DIVESTMENT ACT**

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the list of "Entities determined to be non-responsive bidders/offers pursuant to The New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the New York State Office of General Services (“OGS”) website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on any contract(s) awarded as a result of this bid any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/contractor is advised that should it seek to renew or extend any contract(s) awarded as a result of this bid, it must provide the same certification at the time the contract is renewed or extended.

During the term of any contract(s) awarded as a result of this bid, should the County receive information that a person (as defined in New York State Finance Law Section 165-a) is in violation of the above-referenced certifications, the County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that he/she has ceased its engagement in the investment activity which is in violation of The New York State Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action(s) as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder/contractor in default.

The County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### **SUBSTITUTE OR "OR EQUAL" ITEMS:**

A Contract, if awarded, may be on the basis of materials and equipment as described in the Drawings, and Bid Specifications, and “or equal” items submitted by the bidder and accepted by the County.

The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the County’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items prior to recommendation of award, shall be at the bidders expense.

If a submitted “or equal” item is rejected, the bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. However, if the County determines that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the County other alternatives or to offer the original equipment specified by the County. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the

County nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids.

The decision to accept or reject an “or equal” item rests solely with the County. If a substitute “or equal” item is not accepted by the County, the bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**NON-APPROPRIATIONS CLAUSE:**

In accordance with the GML, the County will not be liable for any purchases or contracts for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a direct result of the cancellation. See Bid Form for further notes.

**NON-ASSIGNMENT:**

In accordance with GML Section 109, at no time during the duration of any contract(s) resulting from this bid, shall the successful vendor be allowed to assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation any portion of the contract to a third party without the prior express written approval of the County Board of Supervisors.

**EMPLOYEE VERIFICATION REQUIREMENTS:**

All vendors and all municipal entities included under any contract(s) resulting from an award of this bid are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor’s home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

**MISCELLANEOUS:**

If any provision of a contract resulting from this bid is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this bid. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this bid shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this bid shall be construed and enforced in accordance with the laws of the State of New York.

**BID FORM RESPONSES:**

When filling out the Bid Form, be certain that:

1. All blanks are filled in with the requested information.

2. All forms are signed in blue or other non-black ink.
3. All areas requiring a price are to be filled in as follows:
  - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item);
  - The words “No Bid” if you are not interested in or unable to perform any particular portion for the bid;
  - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the County and shall make the vendor non-responsive for that particular item (s). No exceptions shall be made in this case.

**BID SPECIFICATIONS SUBMITTED BY: County Purchasing  
County Department of Public Works**

# Schedule "B" Insurance Requirements

I. All bid and quote responses shall include (1) proof of Workers Compensation insurance, (2) proof of Disability insurance and (3) proof of Liability insurance/auto/professional insurance supplied on an ACORD Certificate. Failure to do so may deem the vendor non-responsive.

## II. CERTIFICATES OF INSURANCE

- A. All insurance ACORD certificates shall name the County of Ontario (the "County") as an "additional insured."
- B. "Certificate Holder" shall be made out to the "County of Ontario, 20 Ontario Street St, Canandaigua, NY 14424."
- C. Coverage must comply with all specifications of the contract.
- D. All insurance ACORD certificates shall be executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York.
- E. The certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the County of Ontario and the County Department requesting this Certificate, before such change shall be effective.

III. The vendor shall supply an ACORD Certificate of Insurance for vendor classification     A    . The following two pages are a sample of the required Insurance ACORD and details of the required forms for Workers' Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers' Compensation Law. **The ACORD Certificate, Workers' Compensation certificate and Disability certificate must all be on file with the County before any contracts/awards can be approved by the County Board of Supervisors and must be kept current for any payments to be made.**

IV. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the following standards.



## **Workers' Compensation Requirements under Workers' Compensation Law §57**

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, <https://www.businessexpress.ny.gov/> Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or [GSI-105.2](#), *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

## **Disability Benefits Requirements under Workers' Compensation Law §220(8)**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

**NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

# **PREVAILING WAGE SCHEDULE**

## **FOR ARTICLE 8 PUBLIC WORK PROJECT**

**Location: Various County Highways**

**Project Type: Manhole Rehabilitation**

**PRC#: 2022012396**

**Effective dates of schedule provided by NYS DOL: July 2022 through June 2023.**

**A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.**

**The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.**

**For policy or rate questions call the NYS Department of Labor at (585) 258-4505. If you do not have internet access, you may contact the Ontario County Purchasing Department at (585) 396-4442 to request a copy of the prevailing rate schedule provided for this project.**

**Please reference the topic of “Prevailing Wages” in the General Information section of this document.**

# SPECIFICATIONS FOR MANHOLE REHABILITATION SERVICES

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## 1.0 GENERAL

General categories of manhole rehabilitation technologies are included in these specifications. In some cases multiple technologies will be required to totally rehabilitate the manhole structure. Products and technologies are generally referred to herein as Rehabilitation Component Systems (SYSTEMS) and include the following:

1. Chemical Grouting – Generally used when the existing manhole is structurally sound but has leakage or I&I problems. Grout types and longevity in different soil conditions must be verified through the grout manufacturer.
2. Cementitious Manhole Restoration – Cementitious materials can be Portland Cement, Microsilica enhanced, Calcium Aluminate, or Geopolymer based. The Geopolymer, Calcium Aluminates and Microsilica cements typically have a higher resistance to corrosion and typically attain high structural strength after curing which facilitates top-coating in a relatively short period of time. Standard Portland cements typically require a 28 day cure before top coating. Cementitious materials can be troweled, sprayed, spun cast or poured in place. This type of technology is generally used for structural reconstruction, elimination of I&I and prevention against low levels of corrosion. In some cases, cementitious materials are used as a base coating to level or smooth out the existing structure surface before applying a polymer top coat.
3. Polymer Systems (Epoxy, Polyurethane, Polyurea Coatings) – Generally used for corrosion protection and to eliminate I&I. Epoxies and urethanes can have structural benefit when applied sufficiently thick. When applying multiple components to rehabilitate a manhole it is extremely important that all components are compatible with each other and each is properly cured and prepared before the application of the next product. Application of polymers on new manhole and concrete structures requires specific attention to off-gassing of the concrete causing unwanted pin-holing in the material during and immediately after application. As a general rule, cured concrete will off-gas air when the structure temperature is rising and will inhale when the concrete temperature drops. New or green concrete typically off-gasses almost continually and often requires penetrating primers to densify the surface prior to coating application. The Manufacturer of each system should be contacted to determine what the effect off-gassing has on the product and the best procedures for the application of polymers directly onto new concrete structures. The Vendor should be experienced in coating both new and old concrete structures.
4. Chimney Seals – Used for defects in the adjustable portion of the manhole. Seals can be an externally applied cementitious or internally applied polymer product.
5. Manhole Adjustment – Used to raise or lower the elevation of the manhole frame. Requires cutting the existing pavement or ground around the frame, positioning and supporting the frame at the correct height with the specified materials.

## REFERENCES

NASSCO Manhole Assessment Certification Program (MACP) - A certification program administered by NASSCO to train manhole inspection personnel on the standard coding of defects found in the manhole structure.

### Latest NASSCO Performance Specification Guideline for Manhole Rehabilitation

- A. These Specifications include the minimum requirements for the rehabilitation of manholes.
- B. The rehabilitation of manholes shall be accomplished by the application or installation of rehabilitation components either individually or together. These may include grouts, protective coatings and linings that, when installed, shall protect the manhole structure, seal it from I&I, rebuild it structurally (if needed) and provide chemical resistance for the length of time specified. Several manhole components such as frames, covers and steps will typically be replaced rather than rehabilitated. The Vendor is responsible for the accurate and complete installation, and warranty of each manhole Rehabilitation Component System (SYSTEM) specified by the Purchasing agency.
- C. The manhole SYSTEMS installed shall cause no adverse effects to any of the Purchasing agency's processes or facilities either during or after application. The use of the product, by the Vendor, shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Vendor shall notify the Purchasing agency and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Vendor shall cleanup, restore existing surface conditions and structures, and repair any of the manhole SYSTEMS installed and determined to be defective. The Vendor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property purchasing agency or tenants.
- D. The prices submitted by the Vendor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and applying, complete in place, manhole SYSTEMS, in accordance with these specifications. All items of work not specifically mentioned herein which are required to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid on the Bid Form. These Specifications include the minimum requirements for the rehabilitation of manholes defined herein.

## 1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. These Specifications cover all work necessary to furnish and install protective manhole SYSTEMS. The Vendor shall deliver a finished product(s) including all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning equipment, product installation, all quality controls and samples for performance of required material tests, final inspection and warranty work, all as specified in these documents.
- B. The SYSTEMS furnished shall be complete integrated and compatible systems including all materials, manufacturer's recommended equipment and manufacturer's installation procedures. The SYSTEM manufacturer shall submit to the Purchasing agency, with its bid, all required product information to obtain SYSTEM pre-approval status. Those SYSTEMS that have been pre-approved will not need to be re-submitted as required in the submittal section of these specifications unless any of the system components have changed from those pre-approved by the Purchasing agency. All other component products will be required to meet the submittal requirements as contained herein.
- C. The SYSTEMS installed shall be free of all defects that will affect the design and service life and operation of the manhole.
- D. The SYSTEMS installed shall eliminate water leakage into the manhole and prevent water or vapors to leak out of the manhole through pin-holes or other defects. If leakage occurs either in or out of the manhole the Vendor shall seal these areas to stop all leakage using a material compatible with the SYSTEM applied and as specified by the manufacturer. If leakage occurs through any SYSTEM applied to the manhole, the SYSTEM shall be repaired or removed as recommended by the manufacturer. All repair materials shall have the same estimated life expectancy as the SYSTEM installed. Final approval of the SYSTEMS installation will be based on meeting the acceptance test requirements for each SYSTEM applied/installed.
- E. The SYSTEMS (applied to the intended structure) shall be designed against corrosion and typical chemicals found in domestic sewage, unless otherwise specified in the detailed section of the documents. The manufacturer of the SYSTEMS shall provide testing data that supports their SYSTEM's design and service life.
- F. SYSTEMS may be designed to rehabilitate the existing manhole against corrosion, I&I, structural build-back, or a combination of the three. In certain cases the preparation, certification and submission of design calculations by a registered professional engineer is required for manhole replacement and rehabilitation technologies. All design must be supported by third party testing and documentation for the exact product that is being submitted.

1. A manhole is specified to be structurally replaced, being able to sustain all earth, hydrostatic and dynamic loading without support by the existing structure. Certification and submission of design calculations by a registered professional engineer is required.
  2. A manhole is specified to be structurally rebuilt, with build-back materials, or rehabilitated to sustain hydrostatic loading by groundwater. Certification and submission of design calculations by a registered professional engineer is required.
  3. A manhole is specified to receive a corrosion protective coating sufficiently thick to totally protect the existing host structure from further corrosion, deterioration and water vapor transmission. Certification and submission of design calculations by a registered engineer may be required.
  4. A manhole is specified to receive a coating to renew mortar or other deteriorated components of a manhole but has no specified longevity or corrosion resistance requirement. The manufacture's third party testing will be acceptable for application suitability.
  5. A manhole is specified to receive patch repair materials for portions of the manhole. The manufacture's third party testing will be acceptable for application suitability.
- G. All manhole steps shall be removed prior to a coating or lining application.
- H. Flow from existing active service connections entering the manhole shall be maintained or bypassed if the flow will affect proper SYSTEM application/installation.
- I. All component materials furnished, as part of this bid shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirements of this bid.
- J. Testing shall be executed by the purchasing agency or by the Vendor in the presence of the purchasing agency. Warranty inspections shall be executed by the Purchasing agency or its representative. Any defects found shall be repaired or replaced by the Vendor.
- K. The Vendor shall furnish all samples for product testing as required in the documents. The Purchasing agency shall take possession of the samples for testing and shall maintain a chain of custody, deliver the samples and pay an approved laboratory for all material and product testing performed under this bid.
- L. Compensation for all work required for providing test samples shall be included in the various SYSTEM items contained in the Bid Proposal.

## 1.2 SCOPE OF WORK INCLUDED

- A. A detailed description of each SYSTEM included in the bid, complete with estimated or minimum quantities.

## 1.3 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

- A. The Vendor shall submit, to the Purchasing agency, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the proposed manhole SYSTEMS delivery in conformance with the requirements of these documents. Unless directed otherwise by the Purchasing agency, the PWS shall at a minimum contain the following:
  - B. Clearly indicate that the SYSTEMS will conform to the project requirements as outlined in the Description of Work, Scope of Work Included and as further delineated in these documents.
  - C. Where the scope of work is specifically delineated in the documents, a detailed installation plan describing all preparation work, cleaning operations, pre-inspections, sewage flow maintenance, traffic control, installation procedure, method of curing, quality control, testing to be performed, final inspection, warranties furnished and all else necessary and appropriate for a complete SYSTEMS application/installation, shall be submitted.
  - D. A detailed installation schedule shall be prepared, submitted and conform to the requirements of these documents.
  - E. The manufacturer's description of the SYSTEM materials is to be furnished for the project. Material descriptions shall be sufficiently detailed in the submittals to verify conformance to these specifications and/or shall conform to the pre-approved SYSTEM submission.
  - F. The Vendor's experience for each type of rehabilitation component shall be as more specifically delineated in the detailed specifications. The name and experience of each lead individual performing work on this bid, for each component, shall be submitted with the PWS. If personnel are substituted after submittal of the PWS, the name and experience of the individual shall be submitted to the Purchasing agency for approval before starting any work.
  - H. Engineering design calculations may be requested for verification of structural design submittals. These calculations shall be in accordance with the applicable ASTM or industry standard for each structural design component/system to be installed. These calculations shall be performed and certified by a registered Engineer.

- I. Information on the SYSTEMS and all tools and equipment required for a complete application/installation, shall be submitted. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. The Vendor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
- J. A detailed description of the Vendor's proposed procedures for cleaning and preparing the manhole structure, prior to applying/installing the SYSTEM shall be submitted as part of the PWS. The Vendor will describe in detail what substrate testing will be performed by the Vendor to verify acceptability of the SYSTEM material to be applied.
- K. Compensation for all work required for the SYSTEM submittal of the PWS shall be included in the Mobilization Item contained in the Bid Proposal.

#### 1.4 SUBMITTALS

- A. Product data submittals required for all rehabilitation SYSTEMS proposed for installation under this bid shall include:
  - 1. SYSTEM material type and manufacturer to be used including: catalog data sheets, ASTM references, material composition, manufacturers recommended specifications, component physical properties and chemical resistance. (PWS)
  - 2. Manufacturer's detailed description of the recommended procedures for handling and storing materials including a proposed method for monitoring temperatures of the storage location, if applicable to the specific SYSTEM material. (PWS)
  - 3. Manufacturers detailed description of the recommended material installation/application process including mixing, additives, set time, cure time (return to service) and all equipment required for quality product delivery. (PWS)
  - 4. Technical data sheet describing each rehabilitation component to be applied/installed, stating the expected longevity of the component in a wastewater environment. Data shall be based on independent third party tests. (PWS)
  - 5. Manufacturer's detailed description of all required field testing processes and procedures. (PWS)
  - 6. Copies of independent testing performed on the rehabilitation component, indicating that the product meets the requirements as specified in these documents and the manufacturers design. (PWS)
  - 7. Technical data sheet and project specific data for manhole repair materials to be used in conjunction with each rehabilitation component(s) including application cure time and surface preparation procedures. (PWS)
  - 8. Certification that backup installation equipment is available on the job site or can be delivered to the job site by the morning of the next business day. (PWS)
  - 9. Shipping information including: (Jobsite)
    - a. Shipped item, including manufacturer, stock and lot number
    - b. Date shipped including origination and delivery locations

- c. Shipping method and carrier
  - d. All shipping, storage and safety requirements including MSDS documents
  - e. Date delivered to project site including name and signature of receiver
10. By-Pass Pumping Plan if applicable to the SYSTEMS being installed. (PWS)
  11. Traffic Control plan, if applicable for the SYSTEMS being installed.
  12. Certified statement, from the manufacturer, that the Vendor/installer is an approved installer of the SYSTEM with certificates of completed training for each crew member involved in each rehabilitation component. This requirement shall comply with the specific SYSTEM requirements specified in the documents. (PWS)
  13. For each manhole rehabilitation a complete and accurate record of all SYSTEMS installed/applied shall be prepared by the Vendor. The record shall include identifying manhole number, location, quantities of rehabilitation components installed.
  14. Submittal of all quality assurance documentation and test reports for SYSTEMS installed. (After Rehabilitation Completion)
  15. Compensation for all work required for product submittals and the submittal of a By-Pass Pumping Plan and a Traffic Control Plan shall be included in the Mobilization Item contained in the Bid Proposal.
  16. Refer to section 1.1.F for design requirements.

#### 1.5 QUALITY CONTROL PLAN (QCP)

- A. A detailed quality assurance plan (QCP) shall be submitted to the Purchasing agency that fully represents and conforms to the quality control requirements of these specifications. At a minimum the QCP shall include the following:
  - B. A detailed description of the proposed quality controls to be performed by the Vendor.
  - C. Defined responsibilities, of each of the Vendor's personnel, for assuring that all quality control requirements, for this bid, are met. These shall be assigned, by the Vendor, to his specific personnel.
  - D. Proposed procedures for quality control, product sampling and testing shall be defined.
  - E. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form as applicable.
  - F. A scheduled performance and product test result reviews between the Vendor and the Purchasing agency at a scheduled job meeting.

- G. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this bid and submitted with the QCP.
- H. The SYSTEM manufacturer shall furnish a check list containing key elements of the SYSTEM criteria, represented in the QCP, for the Purchasing agency's representative to ensure that quality control and testing requirements are performed in accordance with the documents.
- I. Proposed methods and procedures for SYSTEM repair or replacement, (as defined in Section 1.6) in the event of product defects or total failure.

#### 1.6 SYSTEM REPAIR/REPLACEMENT

- A. Due to mechanical damage or defects in application, SYSTEMS will occasionally need to be repaired or a portion of the installed product will need to be replaced. The Manufacturer shall outline specific repair or replacement procedures for potential issues that may occur during the application of the SYSTEM. Repair/replacement procedures shall be as recommended by the SYSTEM Manufacturer and shall be submitted as part of the PWS.
- B. Issues, that may not affect the operation and long term life of the product, shall be identified and defined by the Manufacturer.
- C. Repairable issues that may occur in the SYSTEM shall be specifically based on Manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the estimated life cycle of the component and requirements of these specifications.
- D. Un-repairable issues that may occur in the SYSTEM shall be clearly defined based on the Manufacturer's recommendations. The Vendor together with the manufacturer shall define the best recommended procedure for the total removal and replacement of the SYSTEM.
- E. The Vendor shall receive no additional compensation for the repair or replacement of SYSTEMS deemed non-conforming to the requirements of these documents and unacceptable by the Purchasing agency.

#### 1.7 REFERENCES

- A. ASTM and other applicable standard documents, that are listed in the detailed specifications, are made a part of these specifications by reference to the extent stated herein and shall be the latest edition thereof. Where there are differences between codes, standards and these specifications, these specifications shall govern.

## 1.8 DELIVERY, STORAGE AND HANDLING

- A. Rehabilitation component materials are to be kept dry, protected from weather and stored under cover and in accordance with manufacturer's recommendations.
- B. Polymer and Cementitious protective coating materials are to be stored at temperatures as recommended by the manufacturer and handled according to their material safety data sheets. Do not store near flame, heat or strong oxidants.
- C. Compensation for inspector training shall be at the number of days specified and the unit price Bid in the Proposal.

## 1.9 SAFETY

- A. The Vendor shall conform to all work safety requirements of pertinent regulatory agencies and shall secure the site for working conditions in compliance with the same. The Vendor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Vendor shall perform all of the Work in accordance with applicable OSHA safety standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for manhole rehabilitation components. Confined space, defined as any space having one or more of the following characteristics:
  - 1. Limited openings for entry and exit.
  - 2. Unfavorable natural ventilation.
  - 3. Not designed for continuous worker occupancy.
- C. The Vendor shall have on the job site at all times at a minimum the following safety equipment:
  - 1. Gas monitor capable of testing and detecting for combustible gas, oxygen deficiency and hydrogen sulfide.
  - 2. Confined space access and retrieval winch system.
  - 3. Ventilating fans with large diameter ventilating hose.
  - 4. Supplied air respirator, MSHA/NIOSH approved type.
  - 5. Safety harness and life lines.
  - 6. Other equipment as may be required for a specific project.
  - 7. All equipment to be available for use, in sufficient quantity, by the Vendor, Engineer and Purchasing agency for the duration of the project.
- D. All entries into or work within confined spaces shall be conducted in accordance with the U.S. Department of Health and Human Services/National Institute for Occupational Safety and Health [DHHS (NIOSH)] Publication No. 87-113, A Guide to Safety in Confined Spaces.

- E. The Vendor shall submit a proposed Safety Plan to the Purchasing agency, as part of the PWS and prior to beginning any work, identifying all competent persons, equipment and operating procedures. The plan shall include a description of a daily safety program and daily safety meeting for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Vendor's submitted Safety Plan.
- F. Compensation for all work required for the submittal of the Safety Plan shall be included in the Lump Sum item for Mobilization contained in the Bid Proposal.

#### 1.10 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the SYSTEM to be free from defects in raw materials for one (1) year after installation or from the date of acceptance by the Purchasing agency, whichever is later. The Vendor shall warrant the installation of the rehabilitation component for a period of one (1) year. During the one (1) year warranty period if the rehabilitation component, fails, delaminates, peels or shows any defect, which may materially affect the integrity, strength, function and/or operation of the manhole structure, it shall be immediately repaired at the Vendor's expense in accordance with procedures included in Section 1.6 Rehabilitation Component Repair/Replacement.
- B. After a manhole has been renewed and for a period of time up to one (1) year following completion and final acceptance of the project, the Purchasing agency may inspect all or portions of the renewed manholes. The specific locations will be selected at random by the Purchasing agency and will include all types of structures from this project.
- C. If any of the rehabilitation components have developed defects since the time of "Quality Assurance and Testing," the defects shall be repaired and/or the component shall be replaced as defined in Section 1.6 Rehabilitation Component System (SYSTEM) Repair/Replacement. Purchasing agency may inspect all manholes where SYSTEMS have been applied/installed under this bid.
- D. All verified defects shall be repaired and/or replaced by the Vendor and shall be performed in accordance with Section 1.6 Rehabilitation Component System Repair/Replacement and per the original specifications, all at no additional cost to the Purchasing agency.

#### 1.11 WARRANTY INSPECTIONS

- A. Visual inspection to determine integrity of SYSTEM materials and water-tightness will be conducted within 3 months before the expiration of the guarantee period.

- B. If possible, inspection should be performed in the spring during high groundwater and frequent rainfall events.
- C. The Purchasing agency shall perform, at its own cost, warranty inspections with its own personnel or personnel independent of the installation Vendor.
- D. All of manholes rehabilitated shall be inspected by the Purchasing agency.
  - 1. No infiltration or inflow shall be visible in the rehabilitated manhole.
  - 2. If any SYSTEM fails the warranty inspection, the Purchasing agency shall inspect all SYSTEMS installed in the bid, together with Vendor.

## **2.0 MATERIAL REQUIREMENTS**

- A. The SYSTEMS defined herein include those identified as commercially accepted methods for manhole rehabilitation. Methods or products not defined herein must be pre-approved by the Purchasing agency before use on this project under these specifications.
- B. The furnishing of all materials and work shall be the responsibility of, and paid for by the VENDOR, with the exception of manhole frames and covers. Frames and covers will be supplied by the Purchasing agency. Frames and covers will be located at a storage site specified by the purchasing agency and will be the Vendor's responsibility to pick them up at that location.
- C. The VENDOR will be reimbursed by the PURCHASING AGENCY for the following materials: Precast concrete manhole structures. The VENDOR shall be reimbursed at COST without VENDOR markup. The VENDOR shall provide written quotes for materials to be incorporated into the Project for the PURCHASING AGENCY'S review and approval prior to purchasing materials.

### **2.1 CHEMICAL GROUTS**

#### **A. REFERENCES**

ASTM F2414-03 Standard Practice for Sealing Sewer Manholes Using Chemical Grouting

#### **B. CHEMICAL GROUT TYPES**

1. The Vendor shall specifically define the type of chemical grout that will be furnished for the project. Depending on the specific application either Acrylic or Acrylate Based Grout or Urethane Based Grout shall be furnished. The type of grout to be used shall be in accordance with the manufacturer's recommendation for the specific application area of the project.
2. Vendor shall deliver materials to job site in undamaged, unopened containers bearing manufacturer's original labels. Materials used as chemical grout shall be transported, stored, mixed and applied in manner prescribed by the manufacturer of the specified materials, as detailed in published data provided by manufacturer.

#### **C. MATERIALS**

1. Vendor shall provide a chemical sealant solution containing principal chemical sealant constituent, initiator (trigger) and catalyst specifically recommended for the purpose of sealing leaks in manholes. Chemical sealant constituent, initiator (trigger) and catalyst shall be compatible when mixed. Solution shall have ability to tolerate dilution and react in moving water. After final reaction, it shall be a stiff, impermeable, yet flexible gel. The grout proportions shall be such that dilute aqueous solutions, when properly catalyzed will form stiff gels. Materials provided shall gel in a predetermined time period when exposed to normal

groundwater pH ranges, and be capable of formula adjustments to compensate for changing conditions. Final reaction shall produce a continuous, irreversible, impermeable stiff Gel and shall not be rigid or brittle.

2. The grout shall exhibit the following properties:
  - a. Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
  - b. Resistance to chemicals, to most organic solvents, mild acids and alkali.
  - c. The grout shall be non-toxic in its cured form.
  - d. Sealing material shall not become rigid or brittle when subjected to a dry environment. The material shall be able to withstand freeze/thaw and moving load conditions as verified by third party testing.
3. The Vendor shall identify the type of grout and additives used on the bid and furnish references of successful use in similar applications. The Vendor shall select the choice of materials based on chemical and physical properties and expected performance for the requirements of the documents.
4. Grout conditions may be adjusted for catalyzing the reaction, inhibiting the reaction, lowering the freezing temperature the grout solution, adding fillers, providing strength or for inhibiting root growth according to the instructions of the grout manufacturer and in the specified quantities as recommended by the grout manufacturer.

#### D. MIXING & HANDLING

1. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be done in such a manner as to minimize any hazard to personnel and shall be in accordance with the manufacturer's recommendations. It is the responsibility of the Vendor to provide appropriate protective measures to ensure that chemicals are handled only by trained and authorized personnel. All equipment used to install the grout shall be as recommended by the manufacturer and only personnel thoroughly familiar with all aspects of the grouting material and meeting the qualification requirements specified herein, shall perform the actual grouting operation.

## 2.2 CEMENTITIOUS MANHOLE RESTORATION

### A. REFERENCES

ASTM F2551 - Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes

ASTM C150 - Standard Specification for Portland Cement Type I

ASTM C33-86 - Standard Specification for Concrete Aggregates

ASTM C78 - Standard Test Method for Flexural Strength of Concrete; Using Simple Beam with Third Point Loading

ASTM C109/C109M-05 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)

ASTM C157/C157M-06 - Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

ASTM C267 - Test Methods for Chemical Resistance of Mortars, Grouts and Monolithic Surfacing and Polymer Concretes

ASTM C293-02 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)

ASTM C309 - Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C321-00(2005) - Standard Test Method for Bond Strength of Chemical-Resistant Mortars

ASTM C348-02 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars

ASTM C494-86 - Standard Specification for Chemical Admixtures for Concrete

ASTM C496/C496M-04e1 - Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens

ASTM C666/C666M-03 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing

ASTM C882-05 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear

## B. GENERAL

1. The Vendor shall provide a cementitious restoration material designed for structural build-back, I&I abatement, corrosion resistance, and repairing inverts to design requirements. All materials applied to a structure shall be compatible, as specified by the manufacturer.

## C. MANHOLE REPAIR MATERIALS

1. Infiltration Control – Cementitious Material
  - a. All fast setting materials furnished shall be designed specifically for leak control, to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures, in accordance with the manufacturer's recommendations.
2. Infiltration Control - Oakum Water Plugs
  - a. Rapid setting, oil free oakum and hydrophilic grout to seal active water leaks

- prior to applying other SYSTEMS
- b. Oil-free oakum meeting Federal Specification HH-P-117
- c. Two-part urethane resin
- 3. Invert Repair and Patching
  - a. All material furnished, by the Vendor, shall be designed to fill large voids in manhole walls and to repair or reconstruct inverts where no hydrostatic pressure exists. Material shall consist of rapid setting cements, mono-crystalline quartz aggregates, and various accelerating agents. Material shall not contain chlorides or metallic particles and shall be applied in accordance with the manufacturer's recommendations.
  - b. Repair and Patching Materials shall have its bond strength tested to substrate failure according to ASTM C952 and be compatible with all other material components applied to the manhole.
- 4. BENCH-FORMING AND REPAIR MATERIALS
  - a. Concrete shall be Type V, in accordance with the manufacturer's recommendations.
  - b. Leak repair material as recommended by the manufacturer.
- 5. Grouting mix:
  - a. For stopping severe infiltration, the Vendor shall provide a polymer solution that reacts freely with water to form a strong film, gel, or foam of polyurethane. See specification section 2.1 Grouts.
- 6. Cementitious Coating Restoration Materials for manhole walls, channels, corbels, chimneys and benches. The Vendor shall install cementitious restoration materials that shall be specifically designed for the rehabilitation of manholes and other related wastewater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for, troweling, low-pressure spray or centrifugal spin casting application. All cementitious liners shall be troweled to densify and smooth out the surfaces.
- 7. Refer to section 1.1.F for design requirements.

## 2.3 POLYMER SYSTEMS

### A. REFERENCES

ASTM D543 - Resistance of Plastics to Chemical Reagents

ASTM D638 - Tensile Properties of Plastics

ASTM D695 - Compressive Properties of Rigid Plastics

ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics

ASTM D2240 - Standard Test Method for Rubber Property Durometer Hardness

ASTM D2344/D2344M-00(2006) - Standard Test Method for Short-Beam Strength of Polymer Matrix Composite Materials and Their Laminates

ASTM D3039/D3039M-00(2006) - Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials

ASTM D4060 - Method for Abrasion Resistance of Organic Coatings by the Taber Abrader

ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages

ASTM D7234 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.

SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete

NACE SP0188 - For performing holiday detection

CIGMAT – Evaluation of Liner System for Wastewater Concrete and Clay Brick Facilities

ASTM G210 - Severe Wastewater Analysis Test

#### B. EXISTING SUBSTRATE PREPARATION

1. Standard Portland cement or new concrete (not quick setting high strength cement) must cure a minimum of 28 days prior to application of the coating product(s).
2. Remove existing coatings prior to application of the SYSTEM which may affect the performance and adhesion of the SYSTEM.
3. Thoroughly clean, removing all laitance and prepare existing products to effect a mechanical bond with the SYSTEM.
4. Manufacturer shall recommend specific methods for surface preparation.

#### C. REPAIR AND RESURFACING PRODUCTS

1. Repair products shall be used to fill voids, bug holes, and/or smooth transitions between components prior to the installation of the SYSTEM. Repair materials must be properly cured and must be compatible with the SYSTEM and shall be used and applied in accordance with the manufacturer's recommended requirements.
2. Resurfacing products shall be used to fill large voids, lost mortar in masonry structures, smooth deteriorated surfaces and to rebuild severely deteriorated structures.
3. The following products may be accepted and approved as compatible repair and resurfacing products for use within the specifications:

- a. 100% solids, solvent-free polymer grout specifically formulated for epoxy polymer top coating compatibility.
- b. Factory blended, rapid setting, high early strength, fiber reinforced, non-shrink repair mortar that can be troweled or pneumatically spray applied maybe approved if specifically formulated to be suitable for polymer top coating with the specified polymer product. The length of resurfacing material cure required before polymer top-coating shall be as recommended by the manufacturer.
- c. All repair and resurfacing materials should be properly cured and prepared for surface top-coat application.

#### D. COATING PRODUCTS

1. Refer to section 1.1.F for design requirements.

#### E. SYSTEM APPLICATION

1. Polymer System manufacturer shall provide System application procedures and requirements.
2. Manufacturer recommended and approved application equipment.
3. Hard to reach areas, primer application and touch-up may be performed using hand tools.

### 2.4 MANHOLE CHIMNEY SEALS

#### A. REFERENCES

Refer to section 2.3.A for references.

#### B. POLYMER CHIMNEY SEAL

1. Polymer manhole chimney seals shall be designed to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include but are not limited to lifting rings, brick and/or block material that may have been used to achieve grade.
2. The polymer chimney seal material shall be corrosion resistant.
3. Mil thickness shall be determined by the manufacturer. Refer to section 1.1.F for design requirements.
4. The polymer chimney seal may require a primer resin applied to the entire surface before application. The sealing system shall line the interior of the adjustment area from the cone/top of the manhole and onto the inside of the casting. If the manhole has been relined prior to the seal installation the seal shall cover a minimum of 6 vertical inches to cover casting cone interface.

## 2.5 REPLACE MANHOLE FRAME AND COVER

### A. REFERENCE

ASTM A48/A48M-03 Standard Specification for Gray Iron Castings Class 35B

AASHTO Standard Specifications for Highways and Bridges

### B. CONDITION

1. The manhole casting shall be free from sand or blow holes and other defects. The machine bearing surfaces of the frame and cover shall have even bearing.

## 2.6 MANHOLE ADJUSTMENT MATERIALS

### A. REFERENCE

ASTM D4976-06 Standard Specification for Polyethylene Plastics Molding and Extrusion Materials

ASTM C478-15a Standard Specification for Circular Precast Reinforced Concrete Manhole Sections

AASHTO Standard Specifications for Highways and Bridges

### B. MATERIALS

1. Manhole frame adjustments shall be HDPE, PVC, EPP, rubber, precast concrete riser rings, sewer brick, masonry mortar, butyl joint seal material, cast iron adjustment rings, cement or poured concrete, or precast concrete manhole sections conforming to ASTM C478, as shown in detail on the documents.

NOTE: Adjustments of 12 inches or more will require removal of the existing precast cone or flat top, installing a new precast manhole section, and reinstalling the top, frame and cover.

2. Measurement shall be by vertical linear foot of adjustment materials provided and/or installed.
3. Payment shall be at the price per vertical foot or as a lump sum as stated in the bid documents.

## 2.7 MANHOLE STEPS

### A. REFERENCES

ASTM C478-07 Standard Specification for Pre-cast Reinforced Concrete Manhole Sections

ASTM A615/A615M-07 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

AASHTO M199

B. MATERIAL

1. Reinforcing bar manhole steps shall conform to the minimum requirements of ASTM C478, Para. 11. The reinforcing bar shall be grade 60, deformed ½ inch reinforcing bar conforming to the requirements of ASTM A615.

### **3.0 CONSTRUCTION REQUIREMENTS**

#### **A. GENERAL**

1. Maintain all flow in the manhole throughout duration of project.
2. Provide 48 hour notice to the Purchasing agency prior to start of work for Inspector to review and document materials and equipment to be used, for Quality Assurance and testing requirements.

#### **B. VENDOR EXPERIENCE**

1. Current documentation, from the SYSTEM product manufacturer, certifying that the Vendor's training, the Vendor's personnel and equipment comply completely with their product Quality Assurance requirements.
2. For a manhole coating or lining product to be considered for this project, a minimum of 1000 vertical feet of documented manhole rehabilitation must have been completed by the Vendor in the previous three (3) year period.
3. For all SYSTEM products, to be considered for this project, a minimum of a three (3) year successful installation history must be documented.
4. In all cases a minimum of five (5) recent verifiable references of the Vendor's work is required, indicating the successful application of the SYSTEM products of the same material type as specified herein or to be furnished by the Vendor and applied in a similar project environment as included in these specifications.

#### **C. MANHOLE PREPARATION**

1. Bypass pump sewage, in the manhole, as required.
2. Clean interior surfaces of manhole of debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials.
3. Pressure wash manhole walls to remove loose mortar, concrete and debris. Pressure washing levels, used for cleaning, shall be as recommended by the manufacturer.
4. Repair irregularities in manhole using materials, compatible with proposed resurfacing material, as recommended by the manufacturer.
5. Repair leakage in manhole using materials, compatible with proposed resurfacing material, specified in these specifications.
6. Trim and grout incoming laterals and pipes as required and/or specified.
7. Remove debris from manhole and incoming sewer connections.
  - a. Handle cleaning water to prevent water and residue from causing damage.
  - b. Do not discharge debris downstream through the sanitary sewer system.
  - c. Filter solids-laden water through a de-silting device.
  - d. Properly dispose of debris and residue from cleaning and other construction operations in a manner satisfactory to Purchasing agency and authority having jurisdiction over area where work site is located.

### 3.1 CHEMICAL GROUT

#### A. GENERAL

1. Grouting should only be performed on a structurally sound manhole unless the grout is used to prevent water from entering the manhole during application of a lining or coating system. All structural repairs, adjustments to the frame and cover and installation of grade rings shall be completed prior to beginning the grouting operation. Normal grouting operations shall be performed at the temperatures as recommended by the manufacturer.

#### B. CHEMICAL GROUTING APPLICATION

1. Grouting applications may include sealing a manhole from infiltration/Inflow prior to application of a coating or lining or other structural rehabilitation component or using the grout for sealing the entire manhole structure. If the entire manhole is to be sealed, grouting shall include corbel, wall, pipe seals, bench and invert as recommended by the manufacturer of the grouting material.

#### C. DRILLING AND GROUT INJECTION

1. Drilling grout injection holes in the manhole in strategic locations to re-direct flow coming through cracks and other defects in the wall, or to seal the entire exterior surface of the manhole, shall be in accordance with the recommendations of the grout manufacturer.
2. Grout shall be injected through the drilled holes using the recommended probe and applying pressures that will effectively inject the grout but, not cause damage to the manhole structure or the surrounding area.
3. Grout typically, shall be injected through the lowest holes first, working the grout higher until the manhole is externally sealed with grout. Additional holes may be required to verify that the grout has encompassed the entire outside of the manhole.
4. The injection holes shall be cleaned and patched as recommended by the manufacturer.

#### D. TESTING AND ACCEPTANCE

1. Visual inspection – all leakage into the manhole must be eliminated.

### 3.2 CEMENTITIOUS RESTORATION

#### A. GENERAL

1. Before starting any patch work or liner application install a perforated device, catch bucket, or other straining device to prevent construction debris from entering down-stream pipes.
2. Provide all materials, labor, equipment, etc. required to perform the work as recommended by the manufacturer and as required by the documents.
3. Inspect each manhole to determine methods of stopping leaks and applying patch repairs.

4. Promptly inform Purchasing agency of errors or discrepancies between the documents and the field conditions found, in order that changed conditions can be evaluated and revised directives issued in a timely manner.
5. Install all products in accordance with manufacturer's instructions regarding surface preparation, product application and curing.
6. Confirm that all material to be used, for the rehabilitation of the manhole are compatible with each other. Do not use any materials that have not been verified for compatibility.

#### B. SEALING ACTIVE LEAKS

1. The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations in accordance with the following minimum specifications.
  - a. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
  - b. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth recommended.
  - c. As recommended by the manufacturer, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped.
  - d. Proper application should not require any special mixing of product or special curing requirements after application.
  - e. Use of Oil-free Oakum Water Plugs.
    - 1) Saturate oakum with resin following approved submittals.
    - 2) Use additives as required.
    - 3) Place and cure following manufacturer's recommendations.

#### C. INVERT REPAIR

1. The work consists of hand mixing and applying a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair manhole channels prior to spray lining of the manhole. For invert repairs, flow must be temporarily restricted by inflatable or mechanical plugs prior to cleaning.
  - a. The area to be repaired must be cleaned and free of all debris per the guidelines set forth in Section 3.0 paragraph C - Manhole Preparation.
  - b. Mix water shall be clean potable water and require no additives or admixtures for use with cementitious patching materials.
  - c. Cementitious material shall be mixed in a mortar tub or 5 gallon pail with water per manufacturer's specifications. Material should be mixed in small quantities, to avoid setting prior to placement in voids or channels.
  - d. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once

applied, materials should be smoothed either by hand or trowel in order to facilitate flow.

- e. Flows in channels shall be re-established when material has cured enough to withstand the flow as determined by the manufacturer.

#### D. APPLICATION OF CEMENTITIOUS MANHOLE LINER

1. The work consists of troweling, spray applying and/or centrifugally spin-casting a cementitious based liner to the inside of the existing manhole. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as recommended and approved by the material manufacturer.
2. Material shall be mixed with water in accordance with manufacturer's specifications. Once mixed to proper consistency, the materials shall be pumped via a rotor-stator style progressive cavity pump through a material plaster hose for delivery to the appropriate and/or selected application device. The equipment shall be as recommended by the manufacturer, matched for the material being applied.
3. If a chimney seal is required in conjunction with the lining technology, the Vendor should contact the chimney seal manufacturer to determine the proper preparation required for effectively installing the chimney seal after the coating has been applied and cured.

#### E. SPRAY APPLICATION OF THE CEMENTITIOUS MATERIAL

1. All material shall be applied and finished, by the Vendor, using equipment specified by the manufacturer.
  - a. Material hose shall be coupled to a low-velocity spray application nozzle. Pumping of the material shall commence and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
  - b. Spraying shall be performed by starting at the manhole invert and progressing up the wall to the corbel and chimney areas.
  - c. Material shall be applied to a specified uniform minimum thickness as required by the manufacturer and as necessary for proper curing and application. Material shall be applied to the bench area in such a manner as to provide for proper drainage.
  - d. Material shall be troweled smooth to compact material into voids. A brush or broom finish may be applied when a top coating is desired.

#### F. SPIN CASTING APPLICATION OF THE CEMENTITIOUS MATERIAL

1. All material shall be applied and finished by the Vendor using equipment specified by the manufacturer.
  - a. Material hose shall be coupled to a high speed rotating applicator device. The rotating casting applicator shall then be positioned within the center of the manhole at either the top of the manhole chimney or the lowest point

- elevation corresponding to the junction of the manhole bench and walls.
- b. The high speed rotating applicator shall then be initialized and pumping of the material shall commence. As the mortar begins to be centrifugally cast evenly around the interior of the manhole, the rotating applicator head shall be raised and/or lowered at a controlled retrieval speed conducive to providing a uniform material thickness on the manhole walls.
  - c. Controlled multiple passes are then made until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, simply stop the retrieval of the applicator head until flows are recommenced.
  - d. Material thickness may be verified at any point with a depth gauge and shall be no less than a uniform ½-inch. If additional material is required at any level, the rotating applicator head shall be placed at that level and application shall recommence until that area is thickened.
  - e. Material shall be applied only when manhole is in a saturated surface dry (SSD) state, with no visible water dripping or running over the manhole walls.
  - f. The low-velocity spray nozzle and the centrifugal spin casting head may be used in conjunction to facilitate uniform application of the mortar material to irregularities in the contour of the manhole walls and bench areas.
  - g. Troweling of materials shall begin immediately following the spray application. Initial troweling shall be in an upward motion, to compress the material into voids and solidify manhole wall. A brush or broom finish may be applied if top coating is desired.
  - h. Curing will take place once the manhole cover has been replaced. It is important that the manhole cover is replaced no more than 10-20 minutes after troweling is complete to avoid moisture loss in the material due to sunlight and winds.
  - i. Material shall not be applied during freezing weather conditions. Material shall not be placed when the ambient temperature is 37 degrees Fahrenheit and falling or when the temperature is anticipated to fall below 32 degrees Fahrenheit during 24 hours.

#### G. TESTING AND ACCEPTANCE

1. Visual inspection – verify no infiltration, cracks, or loose material
2. Vacuum Testing, as required in the documents
3. Cementitious Material Physical Property Testing

### 3.3 POLYMER LINERS

#### A. GENERAL

1. Vendor shall comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety during work.
2. New Portland cement concrete structures shall have cured a minimum of 28 days since manufacture prior to commencing coating installation or as recommended by the manufacturer.

3. Any active flows shall be dammed, plugged or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated.
4. Temperature of the surface to be coated should be maintained between 40 deg F and 120 deg F or as recommended manufacturer.
5. Specified surfaces should be shielded to avoid exposure of direct sunlight or other intense heat source. Where varying surface temperatures do exist, coating application shall be scheduled when the temperature is falling and not rising or as recommended by the manufacturer.
6. Prior to commencing surface preparation, Vendor shall inspect all surfaces specified to receive the coating and notify Purchasing agency, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

#### B. SURFACE PREPARATION

1. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be entirely removed.
2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that only sound substrate remains.
3. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and required cleanliness and profile of the prepared surface to receive the specified polymer coating product, as recommended by the manufacturer.
4. Surface preparation methods or combination of methods that may be used include high pressure water cleaning, high pressure water jetting, abrasive blasting, shot blasting, grinding, scarifying, detergent water cleaning, hot water blasting and others as described in NACE No. 6/SSPC SP-13. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface with sufficient profile to promote an acceptable bond with the specified polymer coating.
5. Infiltration shall be stopped by using a material which is compatible with the repair products and is suitable for top-coating with the epoxy coating product. The manufacturer shall verify the product compatibility, in writing, to the Purchasing agency.
6. Manhole Chimney Joint and Casting: The area between the manhole and the manhole ring and the manhole casting shall be a termination point of the specified epoxy coating product.

### C. APPLICATION OF REPAIR AND RESURFACING PRODUCTS

1. Areas where reinforcing bars have been exposed shall be repaired in accordance with the manufacturer's recommendations.
2. Areas where rebar has been exposed and is corroded shall be first prepared as required elsewhere in these specifications. The exposed rebar shall then be abrasive blasted and coated with the polymer coating product specified as recommended by the manufacturer.
3. Repair products shall be used to fill voids, bug holes, and other surface defects which may affect the performance or adhesion of the epoxy coating product.
4. Resurfacing products shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the polymer coating product to be applied. These products shall be installed to minimum thickness as recommended within the manufacturer's published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified in the documents. Structural rebuild should be specified in advance of bid whenever feasible, and paid for at a separate unit price in the Bid Proposal.
  - a. Repair and resurfacing products shall be handled, mixed, installed and cured in accordance with manufacturer recommendations.
  - b. All repaired or resurfaced surfaces shall be inspected for cleanliness and suitability to receive the coating product(s). Additional surface preparation may be required prior to coating application.
5. If a chimney seal is required in conjunction with the lining technology, the Vendor should contact the chimney seal manufacturer to determine the proper preparation required for effectively installing the chimney seal after the coating has been applied and cured.

### D. APPLICATION OF POLYMER COATING PRODUCT

1. Application procedures shall conform to the recommendations of the epoxy coating product manufacturer, including environmental controls, product handling, mixing, application equipment and methods.
2. Spray equipment shall be specifically designed to accurately ratio, apply the polymer coating product, shall be in proper working order and shall be as recommended by the product manufacturer.
3. Vendors qualified in accordance with these specifications shall perform all aspects of polymer coating product installation.
4. Prepared surfaces shall be coated by spray application of the coating product(s) described herein to a minimum as recommended by the manufacturer to meet the requirements of these documents. NOTE: Coating thickness recommendations are available through the polymer coating product manufacturer based upon project assessment. Contact the manufacturer of the polymer coating for project specific recommendations.
5. Subsequent top coating or additional coats of the polymer coating product shall

occur within the product's recoat time. Additional surface preparation procedures will be required if this recoat time is exceeded. The polymer manufacturer's recoat time for the specific application, based on temperature and project conditions, and shall be strictly followed by the applicator.

6. The polymer coating product shall mechanically bond with adjoining construction materials throughout the manhole structure to effectively seal and protect concrete or masonry substrates from infiltration and attack by corrosive elements. Procedures and materials necessary to effect this bond shall be as recommended by the polymer coating product manufacturer. No hollow spots will be accepted.
7. Vendor must submit manufacturer's recommended method for terminating a coating or lining in a manhole.
8. If required sewage flow shall be stopped, bypassed or diverted for application of the polymer coating product to the invert and interface with pipe materials.

#### E. TESTING AND ACCEPTANCE

1. Visual Inspection – Installed liner system shall be completely free of pinholes and hollow spots/voids and other defects that will reduce the life expectancy of the applied system.
2. Film Thickness Measurements – (either wet or dry) Liner thickness shall be the minimum value as specified in the documents.
3. Holiday Detection Test (Spark Testing), to identify pinholes, thin material and any defects that will affect the life of the installed system.
4. Adhesion Testing – To verify that the system has consistently mechanically bonded to the host structure.
5. Dye Testing – For non-bonded systems to verify no leakage from an annular space.
6. Vacuum testing as specified in the documents.

#### 3.4 CHANNEL RECONSTRUCTION

- A. Specifications should include a separate line item for Channel Rebuild which is sometimes required.
- B. Remove all loose grout and rubble of existing channel. Rebuild channel by shaping and repairing slope of shelves or benches. Work shall include alignment of inflow and out flow ports in such manner to prevent the deposition of solids at the transition point(s). All inverts shall follow the grades of the pipe entering the manhole. Changes in direction of the sewer and entering branch or branches shall have a true curve of as large a radius as the size of the manhole will permit. Channels shall be shaped to allow entrance of maintenance equipment into pipes including buckets, TV camera, etc.
- C. Channels shall only be lined where indicated on the plans "lined channels".

### 3.5 MANHOLE CHIMNEY SEALS

#### A. POLYMER CHIMNEY SEAL

1. All loose and protruding mortar and brick that would interfere with the polymer chimney seal's performance shall be removed. Any lips for gravel pan supports shall be cut off flush with the manhole casting. All loose material or excessive voids shall be repaired using patching cement, as recommended by the manufacturer. The Vendor shall obtain from the polymer chimney seal manufacturer, in writing, the material compatibility and the recommended time required for the patching cement to properly cure prior to installing the polymer chimney seal.
2. Preparation of the chimney surface and casting may include using high pressure water, sandblasting, wire brushing, or other methods as described by the manufacturer, to ensure a clean surface. Active leaks (infiltration) shall be sealed by a method as recommended by the polymer chimney seal manufacturer prior to installing the chimney seal. After water or sandblasting, pressure wash the entire area remove any loose sand that may have been deposited. The substrate surface must be free of sand, loose debris, latencies, dust, oil, grease or chemical contamination. A blower may be required to completely dry the substrate surface or as recommended by manufacturer.
3. The polymer chimney seal shall require the proper mixing of several components is recommended by the manufacture. If a primer is required, ensure that all surfaces are clean and dry before applying. After proper curing of the primer, the polymer chimney seal may be applied evenly by brush over the entire chimney area, including the frame joint area and the area above the manhole cone including all extensions to the chimney area.
4. Installation procedures shall be in accordance with the manufacturer's recommended instructions.
5. TESTING AND ACCEPTANCE
  - a. Visual Inspection – Final liner system shall be completely free of pinholes or voids
  - b. Holiday Detection Test
  - c. Adhesion Testing

### 3.6 REPLACE FRAME AND COVER

- A. The manhole frame and cover shall be manufactured and installed to the dimensions shown on the documents.
- B. Measurement shall be by each manhole frame and cover removed and replaced.
- C. Payment shall be at the unit price bid in the Proposal.
  1. Payment includes removal of existing frame and cover, replacing frame and cover, and disposal of old frame and cover as required.

### 3.7 MANHOLE ADJUSTMENT MATERIALS

#### A. ADJUSTMENT MATERIAL INSTALLATION

1. The Vendor shall furnish all materials, equipment, tools and labor required for the adjustment of manhole frames and covers to grade.
2. Frames and covers to be reused shall be removed, cleaned and reset at the required elevation.
3. The frame and cover to be adjusted shall be located and clearly marked.
4. The existing road or ground surface shall be cut all around the frame and cover, either by triangular, square or round cut (being careful to not create stress fracture points in the corners by over-cutting) to an adequate depth that will allow the desired adjustments to be accomplished. If the cut is not deep enough, the increase in depth may be accomplished with the use of various digging investments.
5. All of the road or ground inside of the cut shall be removed to allow safe working conditions during the adjustment and restoration to the proper height or level.
6. The frame shall be positioned, either by suspension or by placement on the correct amount of adjustment rings, if the positioning is accomplished by suspension, the required retainer shall be installed properly.
7. Once the frame is properly positioned and secured, the open area shall be filled and properly compacted with the materials prescribed in the bid documents and finished off in a manner to meet the requirements of the specifications.
8. If the area has been filled (in whole or in part) with poured concrete and/or asphalt, it shall be adequately protected by control devices for a period of time that will allow the fill to properly cure before allowing traffic to resume.

### 3.8 MANHOLE STEPS

- A. Manhole steps shall be driven into pre-cast or drilled holes. Steps shall be installed no more than 16 inches apart vertically on the interior of the manhole wall at a point 4" below the base flange of the manhole casting.
- B. Measurement shall be for each manhole step provided.
- C. Payment shall be at the unit price bid in the Proposal.
  1. Payment includes the removal and replacement of manhole steps per each as bid in the Proposal.

### 3.9 QUALITY ASSURANCE AND TESTING

#### A. GENERAL

1. The Vendor shall test the installed SYSTEMS as specified by these documents. 20% of the installed SYSTEMS shall be tested using a testing procedure as further delineated below. If more than 5% of the tested SYSTEMS fail the test than an additional 20% of the manholes are selected for further testing. This process continues until the SYSTEMS tested meet the requirements of these

documents, to the satisfaction of the Purchasing agency.

## B. CHAIN OF CUSTODY

1. The Vendor shall perform all testing in the presence of the Purchasing agency's representative. The Purchasing agency's representative shall receive test samples from the Vendor and transmit samples to a third party testing laboratory. The Purchasing agency's representative will maintain the chain of custody of all samples that are transmitted and tested to verify SYSTEM compliance with these documents.

## C. TEST REQUIREMENTS

1. Visual Inspection
  - a. All manholes shall be visually inspected. Any leakage into the manhole in areas where SYSTEMS were installed by the Vendor shall be identified.
  - b. The Vendor shall provide samples for testing to the Purchasing agency from the actual installed SYSTEM. Samples shall be provided, at a minimum from one location per every ten (10) SYSTEMS installed.
2. Cementitious Material Property Testing
  - a. Where specified one 2 X 2 inch sample cube shall be taken for every 50 bags of material used. Samples shall be sprayed from nozzle, identified in the presence of the Purchasing agency's representative and sent, by the Purchasing agency's representative, to an independent test laboratory for compression strength testing as described in ASTM C-109.
3. Vacuum Testing
  - a. Where specified if the entire manhole including invert and pipe penetrations is rehabilitated to as new condition then a Vacuum Test may be performed according ASTM F1244. If vacuum test fails then the Vendor shall spray entire manhole with a soap solution and retest to determine where air is entering the manhole. Inspector shall determine if failure was due to improper rehabilitation or poor pipe condition or improperly seated plugs. If inspector determines that the failure is due to improper rehabilitation then the Vendor shall repair manhole according to manufacturer recommendations and retest until a successful vacuum test is achieved. If inspector determines that the failure was due to poor condition of the pipes, or annular space between the pipe and its liner, or the inability to seat the plugs properly and that there are no visible defects in the applied product then it will be determined that the manhole has passed.
4. Film thickness Measurements
  - a. Where applicable and specified during application a wet film thickness gauge, meeting ASTM D4414 – Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, in the presence of the Purchasing agency's representative, documented and attested to by Vendor for submission to Purchasing agency.
5. Holiday Detection Test

- a. Where specified Holiday Detection shall be performed for all coating systems installed in corrosive environments.
  - b. After the epoxy coating product has set in accordance with manufacturer instructions, all surfaces shall be inspected for holidays with high-voltage holiday detection equipment. Reference NACE RPO 188-99 for performing holiday detection.
  - c. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional coating can be hand applied to the repair area.
  - d. All touch-up/repair procedures shall follow the coating manufacturer's recommendations.
  - e. Documentation on areas tested, results and repairs made shall be provided to the Purchasing agency, in writing, by Vendor.
6. Adhesion Testing
- a. Where specified a minimum of 10% of the manholes coated shall be tested for adhesion/bond of the coating to the substrate. Testing shall be conducted in accordance with ASTM D4541, ASTM D7234, or NACE SP018. Purchasing agency's representative shall select the manholes to be tested.
  - b. A minimum of three (3) - 50 mm dollies shall be affixed to the coated surface at the cone area, mid-section and at the bottom of the structure or in areas suspect from non-destructive evaluation and testing. The adhesive used to attach the dollies to the coating shall be rapid setting with tensile strengths in excess of the coating product and permitted to cure in accordance with manufacturer recommendations. The coating and dollies shall be adequately prepared to receive the adhesive.
  - c. Failure of the dolly adhesive shall be deemed a non-test and require retesting. Prior to performing the pull test, the coating shall be scored to the substrate by mechanical means without disturbing the dolly or bond within the test area.
  - d. Two of the three adhesion pulls shall exceed 300 psi or concrete failure with more than 50% of the subsurface adhered to the coating.
  - e. Should a structure fail to achieve two successful pulls as described above, additional testing shall be performed at the discretion of the Purchasing agency. Any areas detected to have inadequate bond strength shall be evaluated by the Purchasing agency.
  - f. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Vendor.
7. All testing shall conform to these specifications and the submitted PWS.

#### **4.0 METHOD OF MEASUREMENT**

##### **4.1 Method of Measurement**

- A. Measurements for each item furnished and installed to the satisfaction of the Purchasing agency shall be at the units of measure contained in the Bid Proposal. Manhole coatings and linings will be measured over the entire installed length. Coating and/or lining of the channel shall be at the Lump Sum price per each bid therefore in the Proposal.

#### **5.0 BASIS OF PAYMENT**

##### **5.1 Basis of Payment**

- A. Payment for each SYSTEM furnished and installed, in accordance with the documents and to the satisfaction of the Purchasing agency, will be at the unit or lump sum prices bid therefore in the Bid Proposal.
- B. General: The following Scheduled Payment Items are the only payment items under this specification. Payment to the VENDOR will be based on multiplying the appropriate payment item unit price, times the quantity of the item. The payment items shall include all labor and materials, equipment, overhead, bonds, insurances, profit, and other contingencies; no separate or additional compensation will be made under this specification unless otherwise hereinafter specified.
- C. Chemical Grout material will be reimbursed separately. Manhole frames and covers will be provided by Purchasing agency (refer to the Bid Terms and Conditions).

If quantities are included in the Bid Proposal they are approximate only and cannot be determined prior to Advertisement for Bid. The quantities are utilized solely for the purpose of establishing unit prices for the term of the bid and for determining the Low Bidder(s). Quantities are not guaranteed nor promises given as to the work ordered during the term of the Bid.

- D. Mobilization – Lump Sum – Includes all PWS info, submittals, safety plan, as built drawings, test samples and mobilization/demobilization of labor, equipment and materials to the project site.
- E. Chemical Grouting of Manholes – per each - including all labor, materials, and equipment required by the Vendor to furnish a leak proof manhole to the Purchasing agency, complete.
- F. Chemical Grouting – per gallon - including all labor, materials, and equipment required by the Vendor to furnish a leak proof structure to the Purchasing agency, complete.

- G. Cementitious Manhole Restoration – per vertical foot (measured to the nearest 0.1 VLF) – including all labor, materials and equipment required by the Vendor to furnish a leak proof manhole to the Purchasing agency, complete.
- H. Polymer Systems – per vertical foot (measured to the nearest 0.1 VLF) – including all labor, materials and equipment required by the Vendor to furnish a leak proof manhole to the Purchasing agency, complete.
- I. Polymer Chimney Seals – per each manhole including all labor, materials and equipment required by the Vendor to furnish a leak proof chimney seal to the Purchasing agency, complete.
- J. Channel Rebuild – per each manhole including all labor, materials and equipment required by the Vendor to rebuild a manhole channel as required by the Purchasing agency, complete.
- K. Replace Manhole Frame and Cover – per each manhole including all labor, materials and equipment required by the Vendor to remove and dispose of the existing manhole frame and cover and install a new manhole frame and cover, complete. Each new manhole frame and cover will be supplied by the Purchasing agency and installed by the Vendor.
- L. Manhole Adjustment Materials, Up to 1 Vertical Foot – per each - includes all labor, equipment and materials required, by the Vendor, to adjust each manhole as required by the Purchasing agency, complete.
- M. Manhole Adjustment Materials, Over 1 Vertical Foot – per vertical foot (measured to the nearest 0.1 VLF) – includes all labor, equipment and materials required, by the Vendor, to adjust each manhole as required by the Purchasing agency, complete. In addition to the unit price per vertical foot for manhole adjustment materials, the Vendor shall be directly reimbursed for the actual cost of precast concrete manhole sections.
- N. Bituminous Pavement Restoration – per square foot - includes all labor, equipment and materials required, by the Vendor, to complete bituminous pavement restoration, as required by the Purchasing agency, complete.
- O. Manhole Steps – per each – includes all labor, equipment and materials required, by the Vendor, to install each manhole step as required by the Purchasing agency, complete.

**END OF SECTION**

# BID FORM – B23009

**PROPOSAL FORM FOR BID** to be publicly opened and read at the date, time and location listed on the notice to bidders.

**Bids must be submitted in a sealed envelope plainly marked as to its contents.**

Award of bid will be based on lowest bid price per specifications.  
The County reserves the right to reject any or all bids.

**By signing and submitting this Bid Form, the undersigned acknowledges that they have read, understand and agree to all of the terms of the bidding documents as presented without reservation or alteration including: the Notice to Bidders, Instructions to Bidders, General Information, Schedule B Insurance Requirements, Bid Specifications, Bid Form and any Addenda upon which the bid is based.**

All prices are to be net delivered prices and are to include no taxes.

DATE OF BID: November 29, 2022

NAME OF FIRM: Advanced Rehabilitation Technology

MAILING ADDRESS: 525 Winzler Dr Unit #1

CITY/STATE/ZIP CODE: Bryan Ohio 43506

TELEPHONE NUMBER: 419-636-2684

FAX NUMBER: 419-636-7437

E-MAIL ADDRESS: rusty@artcoatingtech.com

BY: \_\_\_\_\_  
Signature of Representative (**Blue or other non-black ink required**)

BY: \_\_\_\_\_  
Signature of Representative (PRINTED)

FEDERAL OR TAX ID # 26-042-1499

## **ADDENDA**

**The following is confirmation of all the addenda upon which this bid proposal is based.**

– Addenda # \_\_\_\_\_ - Received - \_\_\_\_\_, 2022 \_\_\_\_\_  
Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received - \_\_\_\_\_, 2022 \_\_\_\_\_  
Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received - \_\_\_\_\_, 2022 \_\_\_\_\_  
Initialed by Rep.





# NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid (B23009), 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 this bid have not been knowingly 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.

NAME OF FIRM Advanced Rehabilitation Technology  
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: 525 Winzler Dr. Unit #1

CITY/STATE/ZIP CODE: Bryan Ohio 43506

BY: \_\_\_\_\_  
Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED: 11/21-2022

**BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1**

In accordance with State Finance Law §139-1, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

\_\_\_\_\_  
Date

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **Bidder's Statement on Stormwater Discharge**

In accordance with New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharge, the County is required to have the following certification when it relies upon any third party entity to develop or implement any portion of its Stormwater Management Plan. Therefor the bidder submits the following certification under the penalty of perjury:

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Ontario County stormwater management program and agree to implement any corrective actions identified by Ontario County or a representative. I also understand that Ontario County must comply with the terms and conditions of the latest SPDES general permit for stormwater discharges from the Municipal Separate Storm Sewer Systems and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, I understand that any non-compliance by Ontario County will not diminish, eliminate, or lessen my own liability.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

\_\_\_\_\_  
Date

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

# **NON-BIDDER'S RESPONSE B23009**

The County of Ontario is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids and quotes. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the, Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.

This form may be faxed to 585-396-4250 or emailed to [Purchasing@ontariocountyny.gov](mailto:Purchasing@ontariocountyny.gov) . Failure to either submit a bid proposal or return this form may result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

**We are not responding to this invitation for bid for the following reason(s):**

Items or materials requested not manufactured by us or not available to our company.

Our items or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.).

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used. Correct mailing address is:

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

Our branch/division handles this type of bid.

Correct name and mailing address is:

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

We are unable to bid at this time but would like to continue to receive invitations for bids.

We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

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

Signature of Representative

DATE: \_\_\_\_\_