



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: SURFACE RESTORATION – TERM CONSTRUCTION
CONTRACT (TCC#4)

CONTRACT #: 1207-24 (7700000303)

CONTRACT DATES: 01/01/2025 – 12/31/2025

BUYER: Sean Wilcox
PHONE: 585/753-1136
EMAIL: swilcox@monroecounty.gov

VENDOR(S): Julieann Shove, Inc. dba
Champion Asphalt Maintenance
5724 Eddy Ridge Road
Williamson, NY 14589
P: (315) 589-7953
F: (315) 589-3349
Email: championasphalt7953@yahoo.com

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

FORM OF CONTRACT

TERM CONSTRUCTION CONTRACT

THIS CONTRACT which shall be deemed to be dated as of the date the last party executed this Contract, by and between the County of Monroe, a municipal corporation located at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "OWNER," acting and by and through its ROCHESTER PURE WATERS, IRONDEQUOIT BAY - SOUTH CENTRAL PURE WATERS, NORTHWEST QUADRANT PURE WATERS, and GATES-CHILI-OGDEN PURE WATERS DISTRICTS hereinafter referred to as the "DISTRICTS", located at 50 W. Main St., Rochester, NY 14614, and **Julieann Shove Inc. d/b/a Champion Asphalt Maintenance** with offices at 5724 Eddy Ridge Road, Williamson, New York, 14589, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1 - REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.

ARTICLE 2 - CONTRACT TERM

The Contract shall extend from **January 1, 2025** through **December 31, 2025** with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties.

ARTICLE 3 - SCOPE OF WORK

Surface Restoration - Term Construction Contract (TCC#4) consists principally of the furnishing of all equipment, superintendence, labor, skill and material and all other items necessary for the surface restoration of disturbed areas that typically occur during spot repair and/or replacement of sewers and appurtenances performed by Others at various locations, as defined in the CONTRACTOR's Bid Proposal, attached as Appendix B, at locations directed by the OWNER via Purchase Order(s).

All of the following which were supplied as part of the Bidding Documents, and which Documents are hereby made a part of this Contract, if applicable:

- (a) Drawings.
- (b) Notice to Bidders, Instructions to Bidders, and the Proposal.
- (c) Contract forms consisting of the Contract, Appendix A (Standard Clauses for County Contracts), and the bonds.
- (d) The General Conditions and Special Conditions.
- (e) The Technical Specifications.
- (f) Any supplemental information included with the Bidding Documents.
- (g) Any and all Addenda.

ARTICLE 4 - THE CONTRACT SUM

A. The OWNER shall pay to the CONTRACTOR for the performance of this term Contract, subject to additions and deductions and the adjustment of final quantities as provided herein, an annual amount not to exceed EIGHT HUNDRED AND FIFTEEN THOUSAND, NINE HUNDRED AND FIFTY-FIVE AND 00/100 DOLLARS (**\$815,955.00**) all in accordance with the CONTRACTOR's Proposal attached hereto and made a part hereof.

B. The OWNER is exempt under Section 1116 of the Tax Law and therefore, no sales tax shall be included in the bids.

ARTICLE 5 - PURCHASE ORDERS

- A. A PURCHASE ORDER is defined as the written authorization by the OWNER to the CONTRACTOR to perform a defined quantity of work, as defined in Article 3 of this Agreement.
- B. No Work shall be performed until a written Purchase Order has been issued by the OWNER to the CONTRACTOR. Any work performed by the CONTRACTOR prior to the receipt of the Purchase Order shall be at the CONTRACTOR's own risk.
- C. Work will be authorized through one or more Purchase Orders. Each individual Purchase Order shall not total more than One Hundred Thousand Dollars (\$100,000).
- D. Each Purchase Order will describe the location, size, and estimated quantity of pipe and appurtenances to be rehabilitated, with a total estimated price for performing the work.
- E. The work to be completed under each Purchase Order shall commence within ten (10) days after the written authorization of Purchase Order.
- F. The entire Purchase Order shall be completed within the time stipulated in the Purchase Order. If the time stipulated in the Purchase Order extends beyond the time of the Contract, the Contract shall be extended to the completion date of the Purchase Order.

ARTICLE 6 - PAYMENTS

- A. Payments for the work performed under each Purchase Order of the Contract will be made by the OWNER to the CONTRACTOR based on the terms and conditions stated in the Agreement.
- B. At least five (5) days before the submission of application for payment, the CONTRACTOR shall furnish to the OWNER a complete breakdown of all work performed. This breakdown, when approved, will be used as a basis for preparing an approvable invoice for payment. The CONTRACTOR shall furnish a Monroe County Claim Voucher with each application for payment.
- C. Payments shall be calculated based on multiplying the quantity of the work performed, times the unit pricing submitted in the CONTRACTOR's Bid Proposal (Appendix B), or cost plus fifteen percent (15%) for general overhead and profit, or a negotiated price, or any combination thereof.
- D. The CONTRACTOR shall provide the closed circuit televising video/digital recording of the improvements completed prior to submission of the Contractor's payment application or invoice for the Purchase Order.
- E. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the Contract Documents.

ARTICLE 7 - ACCEPTANCE AND GUARANTEE OF WORK

- A. Upon completion of the work under a Purchase Order, the OWNER shall approve all of the work done and shall, within fifteen (15) days of approval, prepare a final certificate of work done and the value thereof. The OWNER shall upon approval of the final certificate and the application for payment, including a Monroe County Claim voucher submitted by the CONTRACTOR, promptly pay the CONTRACTOR the entire sum due after deduction of all previous payments and amounts to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.
- B. Before issuance of the final certificate, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, material bills and other indebtedness connected to the work have been paid.
- C. The CONTRACTOR shall guarantee the work accomplished under this Contract for a period of one year from the date of issuance of final certificate for a Purchase Order. The guarantee period shall be considered as work remaining to be completed under this Agreement and shall have a value of one percent (1%) of the final Purchase Order amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract Purchase Order amount) shall be retained by the OWNER.

D. Upon expiration of the guarantee period, the CONTRACTOR shall submit an invoice for approval to the OWNER for final payment, which shall include any and all monies due to the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

ARTICLE 8 - BRAND REFERENCE

A. Reference to a manufacturer's product by brand name or number with the CONTRACTOR's Bid Proposal, attached as Appendix B, is done solely to establish the minimum quality and performance characteristics required. Alternates that are proposed must have a sufficient operating track record to demonstrate that the equipment will perform as well as the specified brand. The acceptance of a CONTRACTOR'S alternate rests solely with the OWNER.

ARTICLE 9 - MATERIALS

A. The furnishing of all materials shall be the responsibility of, and paid for by the CONTRACTOR except as noted.

B. All materials shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material. The OWNER reserves the right to reject any material or supplier who, although he meets the above requirements, does not provide satisfactory evidence indicating availability and prompt delivery of materials. Items of any one type of material shall be the product of a single manufacturer or supplier. All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials conform to Specification requirements. Such certificates shall be immediately turned over to the OWNER. Materials delivered to the site without such certificates will be subject to rejection.

C. Prior to award of the Contract and within forty-eight (48) hours of request by the OWNER, the CONTRACTOR shall furnish for approval the identification of the materials to be used and all samples and testing data as required by the technical specification. The submittal shall include the identification of the availability of all materials. Work shall be in accordance with the approved materials.

D. The CONTRACTOR shall have the full continuing responsibility to install all materials supplied and purchased, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the OWNER until such time as the work covered by the Contract is fully accepted by the OWNER.

ARTICLE 10 - ADDITIONS-DEDUCTIONS-DEVIATIONS

A. DETERMINATION OF PAYMENT

If the OWNER orders, in writing, changes to the performance or scope of any work covered by the Drawings or included in the Specifications for any reason, including a differing site condition as defined in the Contract Documents, the value of such work, additions, deductions or deviations ("revised work"), shall be determined by one of the following methods:

Method 1 By unit prices specifically contained in the Contract Documents ("Unit Price Method").

Method 2 By negotiation of agreed upon price(s) for the revised work ("Negotiation Method").

In the event the Negotiation Method is utilized, CONTRACTOR will furnish to the CONSULTANT a proposal for the revised work accompanied by the cost documentation necessary to support that proposal. In utilizing the Negotiation Method, the Overhead and profit for both the CONTRACTOR and any subcontractors shall be as defined in Method 3. All supporting documentation shall be in a form acceptable to the CONSULTANT. The CONTRACTOR shall also be responsible for furnishing any additional information requested by the OWNER or any governmental entity providing funding for the Project.

Method 3 By actual Labor Cost plus actual Material Cost plus Overhead and Profit ("Actual Cost Method").

(a) For purposes of the Actual Cost Method, the actual Labor Cost shall include the following items, to the extent the CONSULTANT and OWNER determine that such items are reasonable and necessary for the performance of the revised work:

Item 1 Wages paid to workers and foremen and wage supplements paid to labor organizations in accordance with current labor contracts.

Item 2 Premiums or taxes paid by the CONTRACTOR for worker's compensation insurance, unemployment insurance, FICA Tax or other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

(b) For purposes of the Actual Cost Method, the actual Material Cost shall include the following items to the extent the CONSULTANT and OWNER determine that such items are reasonable and necessary for performance of the revised work:

Item 1 Cost of materials delivered to the job site for incorporation in the revised contract work.

Item 2 Sales taxes paid as required by law.

Item 3 When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When, in the opinion of the CONSULTANT, the salvage value of salvable material furnished under Item 1 exceeds the cost of salvage, a suitable credit shall be given the OWNER.

(c) For purposes of the Actual Cost Method, the actual equipment cost shall include the following items, to the extent the CONSULTANT and OWNER determine that such items are reasonable and necessary for the performance of the revised work:

Item 1 Allowance for use of construction equipment (exclusive of hand tools and minor equipment) as approved for use by the CONSULTANT. In no event shall the equipment allowance exceed the fair market value of the equipment. The rate on self-owned equipment used for periods of under one (1) week will be the Rental Rate Blue Book (as published by Dataquest, Inc.) monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. When the equipment is used for periods of five (5) days or more, forty-five percent (45%) of the published monthly rate will be used as the basis for the equipment billing rate. In the alternative, the CONSULTANT may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease, etc. required for operation and maintenance will be paid for at the estimated operating cost per hour as listed in the Rental Rate Blue Book. When, in the opinion of the CONTRACTOR and as approved by the CONSULTANT, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

Item 2 Equipment used by CONTRACTOR shall be specifically described and be of suitable size and suitable capacity required for work to be performed. In the event the CONTRACTOR elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as a part of the record for force account work. The CONSULTANT shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment the rate paid for the operator will likewise be that for the suitable equipment.

Item 3 In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment or plant, the CONSULTANT shall establish a rate for that piece of equipment or plant that is consistent with its costs and use. In no event shall the equipment allowance exceed the fair market value of the equipment.

(d) For purposes of the Actual Cost Method, CONTRACTOR's actual Overhead for the revised work will

be added to his Labor and Material Costs; provided, however, that in no event shall OWNER be obligated to pay any Overhead in excess of ten percent (10%) of the sum of the actual Labor Cost and Material Cost as determined in accordance with subparagraphs (a) and (b) above. For purposes of this Article, Overhead shall be defined as all actual costs, charges and expenses, whether direct or indirect, associated with the revised work except as included in those items within the definitions of actual Labor Costs, actual Material Costs and actual Equipment Costs set forth in subparagraphs (a), (b), and (c) above. Overhead shall include, without limitation, the following items:

- Item 1 Insurances;
- Item 2 Bond costs;
- Item 3 Field and office personnel including supervisors and assistants above the level of foreman;
- Item 4 General office expenses;
- Item 5 Home or corporate office expenses;
- Item 6 Use of small tools and other minor equipment;
- Item 7 Incidental job burdens or other indirect expenses.

(e) For purposes of the Actual Cost Method, CONTRACTOR's Profit for the revised work shall not exceed ten percent (10%) of the total of the Labor Costs, Material Costs and Overhead as defined in subparagraphs (a), (b) and (d) above. No percentage for overhead and profit will be allowed on equipment, payroll taxes, or the premium portion of overtime pay.

(f) Where the revised work is to be performed by a subcontractor:

- (1) subcontractor's Overhead in the amount of five percent (5%) may be added to subcontractor's cost of Labor and Materials;
- (2) subcontractor's profit in the amount of ten percent (10%) may be added to the total of subcontractor's Labor Cost, Material Cost and Overhead; and
- (3) CONTRACTOR's Overhead and Profit combined in an amount not to exceed a total of five percent (5%) of subcontractor's total cost (labor, material, equipment, overhead and profit) may be added to subcontractor's total cost.

(g) In the event the Actual Cost Method is utilized, CONTRACTOR shall be responsible for submitting to the CONSULTANT daily reports of the cost of work performed. Such reports shall be submitted in a form satisfactory to the CONSULTANT and shall be promptly adjusted or corrected upon the direction of the CONSULTANT.

B. METHOD OF PAYMENT

After the value of the revised work has been determined by one of the Methods described herein, a Contract Change Order will be executed by OWNER and CONTRACTOR. Payment of any additional money, as provided for in any such Contract Change Order, shall be made in accordance with Articles 6 and 7 hereof.

C. DOCUMENTATION

CONTRACTOR shall provide OWNER and the CONSULTANT with any and all cost information and documentation requested by OWNER in connection with the submission by OWNER of any Contract Change Order for approval and/or funding by any federal, state or public agency or department.

ARTICLE 11 - INSURANCE

This article supersedes "Section 2. Insurance" in the Standard Clauses for County Contracts referenced in Article 1.

A. The CONTRACTOR shall secure and maintain for the entire length of the Contract, including the guarantee

period, insurance policies, protecting the CONTRACTOR and his Subcontractors, including their officers, officials, employees and agents, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly. The following occurrence-based insurance policies with insurance companies authorized to do business in New York State are required:

- (1) Statutory New York State Worker's Compensation and Disability insurance.
- (2) General Liability Insurance; occurrence form; single limits of liability \$1,000,000; aggregate limits of liability in a minimum amount of \$3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage. This coverage shall include CONTRACTOR's Protective Liability covering operations of Subcontractors and CONTRACTOR whose work encompasses storage of use of explosives shall provide evidence of blasting coverage. If any of the rating classifications embody property damage exclusions X (explosion), C (collapse) or U (underground), coverage eliminating such exclusions must be provided with same limits. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement.
- (3) Contractual Liability covering Hold Harmless Clause.
- (4) Automobile Liability and Property Damage coverage for owned, non-owned, and hired vehicles. (Bodily Injury \$1,000,000 each person, \$1,000,000 each accident; Property Damage \$1,000,000 each accident), or a combined single limit policy of \$1,000,000 (bodily injury and property damage).
- (5) All Risk Builders Risk or All Risk Installation Floater, as appropriate, in an amount equal to one hundred percent (100%) of the amount of the Contract, specifying the OWNER as Named Insured.
- (6) CONTRACTOR whose Contract encompasses hazardous material work in any part shall provide a certificate evidencing insurance coverage of such work on an occurrence basis. Insurance policies excepting coverage for hazardous materials are not acceptable.

B. All insurance carriers for the policies of insurance required herein must carry an "A" or better BEST rating.

C. The County of Monroe and the OWNER if different than the County, its officers, officials, employees, agents and CONSULTANT must be named as an Additional Insured on the CONTRACTOR's General Liability and Automobile Liability policies, and on any Excess/Umbrella policies if required to meet the minimum liability thresholds. The policy(ies) must be endorsed by the insurance carrier to authorize the additional insured designations. The CONTRACTOR's coverage shall be specified as primary.

D. Certification of such insurance shall be filed with the OWNER and CONSULTANT prior to Contract signing and shall be subject to approval for adequacy of protection. Said certificates of insurance shall contain a thirty (30) day written notice of cancellation in favor of the OWNER. The evidence of coverage required therein shall be provided on the County's certificate form or an ACORD form.

E. The above outlined insurance requirements are the minimum during construction.

F. During the guarantee period, CONTRACTOR may furnish completed operations liability insurance in a minimum amount of \$1,000,000 each occurrence, \$3,000,000 aggregate in lieu of the coverage required by paragraph a. above. Prior to the release of the semi-final payment, the CONTRACTOR shall provide a certificate of insurance for this coverage which may not be canceled prior to the end of the guarantee period.

ARTICLE 11 - RIGHTS OF OWNER

OWNER'S failure to exercise any of its rights under this Contract, including its right to terminate the work or to withhold payment, shall not constitute a waiver by the OWNER of any such rights. No inference of waiver of any option or right of the OWNER shall be drawn from OWNER's failure to enforce such rights or CONTRACTOR's failure to complete any portion of the work in accordance with any interim date, final date or any other deadline agreed upon as part of the project construction schedule. CONTRACTOR shall remain liable for any damages arising from its failure to perform in accordance with the

schedule, notwithstanding any action or failure to act by OWNER, including but not limited to any delay in or failure to: terminate the Contract; send any notice to the CONTRACTOR; or to take any action required or permitted by OWNER under this Contract.

ARTICLE 12 - OWNER'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the CONTRACTOR become insolvent, or should he refuse or neglect to perform the work in a proper manner and as directed by the OWNER, or otherwise fail in the performance of any of his obligations under this Contract, and Surety after proper request fails to complete the Contract, then the OWNER, upon the certificate of the CONSULTANT that sufficient cause exists to justify such action, and after giving the CONTRACTOR and his Surety seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the CONTRACTOR until the work is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the work, such excess shall be paid to the CONTRACTOR. Should such expense exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference to the OWNER. The OWNER shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the CONTRACTOR'S fault.

ARTICLE 13 - DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the term of this Contract or following the completion of Work, the OWNER and the CONTRACTOR agree that all disputes between them arising out of or relating to this Contract shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. After direction by the CONSULTANT to proceed with the disputed work, and throughout the mediation procedures, the CONTRACTOR shall diligently proceed with the performance of the Contract and in accordance with all instructions of the CONSULTANT.

The OWNER and the CONTRACTOR further agree to include a similar mediation provision in all contracts with independent contractors, subcontractors and subconsultants retained for the project and to require all independent contractors, subcontractors and subconsultants also to include a similar mediation provision in all contracts with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those contracts.

ARTICLE 14 - OTHER AGENCIES

The CONTRACTOR(S) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the CONTRACTOR. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the CONTRACTOR(S) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the CONTRACTOR(S) and any third party.

IN WITNESS WHEREOF, Colleen D. Anderson, Purchasing Manager of the COUNTY OF MONROE, and Deborah Shove, Secretary of Julieann Shove Inc. d/b/a Champion Asphalt Maintenance hereto have executed this Contract as of the day and year appearing opposite their respective signatures below. By electronically approving this Contract, both parties agree to all terms and conditions listed in this Contract, as well as all attachments included with the Contract.

APPENDIX A
STANDARD CLAUSES FOR COUNTY CONTRACTS

See attached document.

ATTACHMENTS

As indicated in Article 3, Scope of Work, of the Form of Contract, the CONTRACTOR hereby agrees to perform the Scope of Work in accordance with the requirements and provisions of the following documents, which were supplied as part of the Bidding Documents. The following documents are hereby made a part of this Contract, if applicable to the services listed in Article 3 of this Contract. By electronically approving this contract, the Contractor agrees to all attachments included in this contract document, if applicable, as related to the terms and conditions listed in the Contract.

- (a) Drawings.
- (b) Notice to Bidders, Instructions to Bidders, and the Proposal.
- (c) Contract forms consisting of the Contract, Appendix A (Standard Clauses for County Contracts), and the bonds.
- (d) The General Conditions and Special Conditions.
- (e) The Technical Specifications.
- (f) Any supplemental information included with the Bidding Documents.
- (g) Any and all Addenda.

DIGITAL SIGNATURES

Deborah Shove

Digitally signed by Deborah Shove

Date: 2025.03.17 11:47:12 EDT

Reason: Signed Via ContrackHQ

Location: Monroe County

Colleen Anderson

Digitally signed by Colleen Anderson

Date: 2025.03.24 10:25:10 EDT

Reason: Signed Via ContrackHQ

Location: Monroe County

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party):

Section 1. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 2. INSURANCE AND FAMILY LEAVE BENEFITS

The Contractor will, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out as, nor claim to be, an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

Section 5. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefor. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 6. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Uniform Grant Guidance) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

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

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

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

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

Section 8. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access, at reasonable times and places, to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

Section 9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. In accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

Section 11. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

a. Contractor shall not, without prior authorization from the County, acquire, use or

copy, in whole or in part, any Confidential Information.

- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

3. Freedom of Information Law

This subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of the Agreement. Furthermore, in recognition of the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law ("FOIL"), the parties agree that in the event that the County receives a request or order for the release of Contractor's Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor's confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

Section 12. FEDERAL, STATE AND LOCAL LAW AND REGULATORY COMPLIANCE

a. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions, including but not limited to any and all reporting requirements, of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

b. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

Section 13. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

Section 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

Section 19. STATE FINANCE LAW PROVISIONS

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and local laws and regulations.

b. This Agreement constitutes the entire agreement between the County and the

Contractor and supersedes any and all prior agreements between the parties hereto for the services herein to be provided.

c. Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

-----END OF PAGE-----



TERM CONSTRUCTION CONTRACT (TCC) #4

SURFACE RESTORATION

BP#1207-24 - Unit Prices 1/1/2025 - 12/31/2025

JULIEANN SHOVE INC. d/b/a CHAMPION ASPHALT MAINTENANCE

Contract Item #	SAP Mtl#	Description	Unit Price	Unit
401A	1039388	HEAVY DUTY Pavement Restoration	HD < 50 SF	\$16.00 SF
401B.1	1039389		HD 50-149.9 SF	\$16.00 SF
401B.2	1039392		HD 150-249.9 SF	\$15.95 SF
401C	1039393		HD 250-499.9 SF	\$15.90 SF
401D	1039394		HD 500 SF & greater	\$15.80 SF
401E	1039395	MEDIUM DUTY Pavement Restoration	MD < 50 SF	\$11.00 SF
401F.1	1039396		MD 50-149.9 SF	\$10.80 SF
401F.2	1039397		MD 150-249.9 SF	\$10.80 SF
401G	1039398		MD 250-499.9 SF	\$10.75 SF
401H	1039399		MD 500 SF & greater	\$10.70 SF
401I	1039400	LIGHT DUTY Pavement Restoration	LD < 50 SF	\$10.00 SF
401J.1	1039401		LD 50-149.9 SF	\$9.00 SF
401J.2	1039402		LD 150-249.9 SF	\$8.25 SF
401K	1039403		LD 250-499.9 SF	\$8.00 SF
401L	1039404		LD 500 SF & greater	\$7.50 SF
401M	1039405	CONCRETE BASE Pavement Restoration	Concr.Base < 50 SF	\$9.50 SF
401N.1	1039407		Concr. Base 50-149.9 SF	\$9.50 SF
401N.2	1039409		Concr. Base 150-249.9 SF	\$9.50 SF
401O	1039410		Concr. Base 250-499.9 SF	\$9.50 SF
401P	1039411		LD 500 SF & greater	\$9.50 SF
401T.1*	1039418	COLD MILLING OF TOP 1-1/2" of Asphalt Concrete	1-1/2" Mill < 249.9 SF *	\$2.57 SF
401T.2*	1039419		1-1/2" Mill 250-499.9 SF *	\$2.47 SF
401T.3*	1039420		1-1/2" Mill 500-4,999.9 SF *	\$2.37 SF
401T.8	1046020		* <u>MOBILIZATION</u> for 4' Wide Milling Machines to Locations < 5,000 SF	\$999.00 EA
401T.4	1046016		1-1/2" Mill 5,000 to 9,999.9 SF	\$2.10 SF
401T.5	1046017		1-1/2" Mill 10,000-49,999.9 SF	\$1.75 SF
401T.6	1046018		1-1/2" Mill 50,000 SF & greater	\$1.45 SF
401T.7	1046019	COLD MILLING ADDITIONAL 1" - All Quantities		\$0.75 SF
401Q.1	1039412	1-1/2" TOP COURSE Asphalt Concrete Pavement Restoration IN AREAS OF COLD MILLING	1-1/2" Top Course < 149.9 SF	\$2.40 SF
401Q.2	1039413		1-1/2" Top Course 150-249.9 SF	\$2.30 SF
401Q.3	1039414		1-1/2" Top Course 250-499.9 SF	\$2.20 SF
401Q.4	1046010		1-1/2" Top Course 500-2,499.9 SF	\$2.10 SF
401Q.5	1046011		1-1/2" Top Course 2,500 to 9,999.9 SF	\$2.00 SF
401Q.6	1046012		1-1/2" Top Course 10,000 to 24,999.9 SF	\$1.85 SF
401Q.7	1046013		1-1/2" Top Course 25,000-49,999.9 SF	\$1.80 SF
401Q.8	1046014		1-1/2" Top Course 50,000 SF & greater	\$1.75 SF
401Q.9	1046015	ADDITIONAL 1" TOP COURSE of Asphalt Concrete Pavement Restoration IN AREAS OF COLD MILLING ONLY		\$1.57 SF
401R**	1039416	TEMP. PAVEMENT PATCH as Required by CORSCCD	ASPHALT	\$5.00 SF
401S**	1039417		CONCRETE	\$6.00 SF

TERM CONSTRUCTION CONTRACT (TCC) #4

SURFACE RESTORATION

BP#1207-24 - Unit Prices 1/1/2025 - 12/31/2025

JULIEANN SHOVE INC. d/b/a CHAMPION ASPHALT MAINTENANCE

Contract Item #	SAP Mtl#	Description	Unit Price	Unit
402A	1039421	CONCRETE SURFACE Restoration	SIDEWALK	SF
402B	1039422		DRIVEWAY	SF
402J	1039444		GUTTER	LF
402C	1039423	Asphalt DRIVEWAY RESTORATION	LIGHT DUTY	SF
402D	1039424		MEDIUM DUTY	SF
402E	1039425	BRICK PAVERS / STONE SIDEWALK Restoration		\$35.00 SF
402F	1039440	CURB Restoration	CONCRETE Curbing	LF
402G	1039441		NEW STONE Curbing	LF
402H	1039442		RESET EXISTING STONE Curbing	LF
402I**	1039430	TURF Restoration		\$0.97 SF
402K**	1039446	STRIPING / LETTERING	PARKING LOT & ROADWAY STRIPING	\$4.50 LF
402L**	1039447		LETTER / SYMBOL	\$42.00 EA
402M**	1046025		PARKING STALL STRIPING	\$0.29 LF
402N**	1041534	HOT CRACK FILL		\$17.00 GAL
402O.1	1046021	SEAL COATING	Seal Coating < 499.9 SY	\$3.00 SY
402O.2	1045022		Seal Coating 500-2,499.9 SY	\$2.75 SY
402O.3	1046023		Seal Coating 2,500-9,999.9 SY	\$2.20 SY
403O.4	1046024		Seal Coating 10,000 SY and greater	\$2.10 SY
501A**	1039439	DOWN TIME (Directed by Owner)		\$400.00 HR
501B**	1039437	MOBILIZATION (Directed by the Owner)		\$250.00 HR
502A**	1049701	FLAGPERSON - provide flagperson, trained & equipped in accordance with the MUTCD, as warranted and approved by OWNER in advance of work.		\$90.00 HR

* Mobilization (401T.8) of 4' wide milling machine applies to this line item

** \$400 min payment does not apply to this line item