



CONTRACT DATA SHEET

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

TITLE: CONSTRUCTION CASTINGS

CONTRACT #: 0313-25 (7700000307)

CONTRACT DATES: 04/14/2025 – 04/30/2026

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

VENDOR(S): EJ USA, Inc.
301 Spring Street
PO Box 439
East Jordan, MI 49727

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM:

CONSTRUCTION CASTINGS

FOR:

Department of Environmental Services

**PURCHASING
CONTACT:**

The Buyer, identified above, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sean Wilcox
Monroe County Division of Purchasing
39 West Main Street Room 200
Rochester, NY 14614
Email: swilcox@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Standard Time) on **Tuesday, April 1, 2025.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Wednesday, April 2, 2025.**

DUPLICATE COPIES:

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

BID INFORMATION:

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

**SUBMITTAL OF
FORMAL
PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.** All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

**SPECIFICATION
ALTERATIONS:**

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

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon estimated annual usage by County departments only.**

**BRAND
REFERENCE:**

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

QUALIFIED BIDDER:

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

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **April 30, 2026**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

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

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or

district 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.

INDEMNIFICATION:

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

**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.

BP #00313-25
CONSTRUCTION CASTINGS
SPECIFICATIONS

1.00 GENERAL

1.01 Scope:

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide Construction Castings. It is the intent of these specifications to describe Construction Castings suitable for use at sites throughout the County. The units bid shall be new and unused.

1.02 Qualifications of Manufacturer:

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

1.03 Codes/Standards

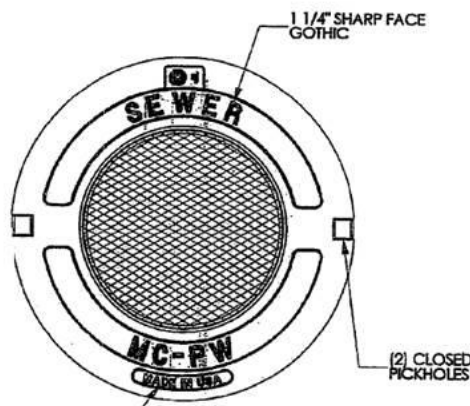
The Contractor shall comply with the following codes and standards.

- A. **OSHA** - Occupational Safety & Health Act.
- B. **ASTM** - American Society for Testing & Materials.
 - 1. ASTM A36 – Structural Steel
 - 2. ASTM A48 – Gray Iron Castings
 - 3. ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 4. ASTM A529 – High-Strength Carbon-Manganese Steel of Structural Quality
- C. **ANSI** - American National Standards Institute.
- D. **AASHTO** - American Association of State Highway and Transportation Officials
 - 1. AASHTO M105 – Gray Iron Castings
 - 2. AASHTO M306 – Drainage, Sewer, Utility Related Castings
- E. Applicable state and local regulations and standards.

2.00 MATERIALS OF CONSTRUCTION:

2.01 Castings:

- A. All gray iron castings shall conform to ASTM A48, Class 35B, AASHTO M105 Class 35B. or AASHTO-M306 unless otherwise specified, or a County approved equal.
- B. Castings shall be true to pattern in form and dimensions with component parts fitting together in a satisfactory manner.
- C. All covers shall be designed **to withstand the 50,000 lb. proof load of H25 loading as prescribed by AASHTO M306, latest edition**, or as otherwise specified.
- D. Frames and covers shall be accurately made and covers shall fit in any position without rocking. Horizontal and vertical fitting surfaces shall be milled to a true and even surface to ensure uniform bearing.
- E. Dimensional tolerances shall not exceed $\pm 1/16^{\text{th}}$ inch per foot and casting weights deviation shall not exceed $\pm 5\%$.
- F. All castings shall be free from pouring faults, sponginess, cracks, blowholes and other defects.
- G. Heavy duty round manhole frames, covers and grates shall be furnished with machined horizontal bearing surfaces. All other types of castings shall be furnished with a cast-bearing surface unless otherwise specified.
- H. Manhole covers shall have 2 blind pick holes. Covers shall have a crosshatch pattern as per supplied drawing. Units shall have embossed text on top surface as per supplied drawing. Supplied drawings are for "typical" units.



2.02 Galvanized Steel Materials:

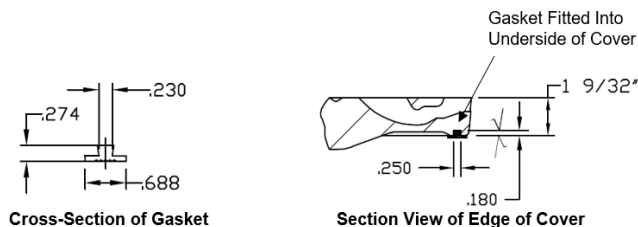
- A. Steel products shall fit component parts in a satisfactory manner.
- B. Steel shall conform to ASTM A36 (36KSI Yield strength) or ASTM A529 grade 50 (50KSI Yield strength) as required to achieve adequate design strength.
- C. All units intended for use in roadways shall be designed to resist the 20 KIP wheel load for HS-25.
- D. All fabricated steel products shall be galvanized after fabrication and shall conform to ASTM A123.

3.00 PRODUCTS

3.01 Castings

A. Manhole Covers:

1. 24" Diameter Platen Manhole Cover:
 - a. East Jordan Iron Works (EJ) #1310A (or approved equal) solid cover
 - i. 1 ¼" Lettering "MCPW" and "SEWER", "STORM", or "FIBER".
 - ii. Seat Thickness: 1-3/8"
2. 24" Diameter Platen Manhole Cover with T-Gasket:
 - a. EJ #1310A2TGS (or approved equal) solid cover with T-Gasket
 - i. 1 ¼" Lettering "MC-PW" and "SEWER", "STORM", or "FIBER".
 - ii. Seat Thickness: 1-3/8" (including gasket)
 - iii. Gasket embedded into underside and full circumference of the cover.
 - iv. Gasket shall fully bear on the seat of the frame.
 - v. Gasket Details



3. 24" Diameter Vented Grate Cover:
 - a. EJ #1310M Grated Cover (or approved equal)
 - i. 2"x2" grated openings.
 - ii. Open Area: 182 square inches
 - iii. Seat Thickness: 1-3/8"
4. 24" Diameter Composite Cover:
 - a. EJ #1310 Retro-Fit Durostreet® Composite Cover (or approved equal):
 - i. Material: Cover – Composite; Dampener - Composite
 - ii. Load Rating: H25 (50,000 pounds)
 - iii. Lock: Cam Lock, ¼ Turn
 - iv. Proofload per AASHTO M306-10
 - v. Machined Surface, special machining from COM1120 overmold.

B. Manhole Frames:

1. 9" Tall Frame (for 24" Diam. Cover)
 - a. EJ#1310Z1 (or approved equal)
 - b. Height: 9"
 - c. Suited for 24" Diameter, 1 3/8" thick Cover.
 - d. Clear Opening: 22" Diameter
 - e. Base of Frame:

- i. Base Flange Diameter: 33 7/8"
 - ii. Provide Four (4) 1" Diameter Handling Holes Equally Spaced on a 31 1/2" diameter bolt circle.
- 2. 7" Tall Frame (for 24" Diam. Cover)
 - a. EJ#1310Z (or approved equal)
 - b. Height: 7"
 - c. Suited for 24" Diameter, 1 3/8" thick Cover.
 - d. Clear Opening: 22 1/2" Diameter
 - e. Base of Frame:
 - i. Base Flange Diameter: 34"
 - ii. Provide Four (4) 1"x2" Slotted Holes Equally Spaced on a 31 1/2" diameter bolt circle.
- 3. 3" Tall Frame (for 24" Diam. Cover)
 - a. EJ#1312Z (or approved equal)
 - b. Height: 3"
 - c. Suited for 24" Diameter, 1-3/8" thick Cover.
 - d. Clear Opening: 22 1/2" Diameter
 - e. Base of Frame:
 - i. Base Flange Diameter: 32"
 - ii. Provide Four (4) 1" Diameter Handling Holes Equally Spaced.

C. Manhole Frame & Cover Assemblies

- 1. 8" Tall Frame, 44-1/4" Diameter Outer Cover with 24" Diameter Inset Cover:
 - a. EJ 1120A 1986Z 1986 E Assembly (EJ Product # 00112020A01) (or approved equal)
 - b. Coating: Asphaltic
 - c. Frame:
 - i. Height: 8"
 - ii. Suited for 44-1/4" Diameter, 1-1/2" Thick (Outer) Cover.
 - iii. Clear Opening: 42" Diameter
 - iv. Base Flange Diameter: 55-1/4"
 - v. Through Holes:
 - 1.) Shall have 1" diameter through holes in each of the four (4) gussets.
 - 2.) Shall have two (2) 1" diameter through holes, opposite of each other, in the base flange.
 - d. Outer Cover:
 - i. 44-1/4" Outside Diameter with opening to suite 24" Diameter, 1-1/2" Thick (Inner/Inset Cover)
 - ii. Clear Opening for Inner Cover: 22" Diameter
 - e. Inner/Inset Cover:
 - i. 24" Outside Diameter
 - ii. Thickness: 1-1/2"
 - iii. Cam Lock to secure to outer cover.
- 2. Watertight Assembly – 7" Tall Frame, 24" Diam. Upper Cover and 22-1/2" Diam. Inner Cover with Lock Bar
 - a. EJ 1120A 1123G 1123Z Assembly (EJ Product # 00111822A01) (or approved equal)
 - b. Frame:

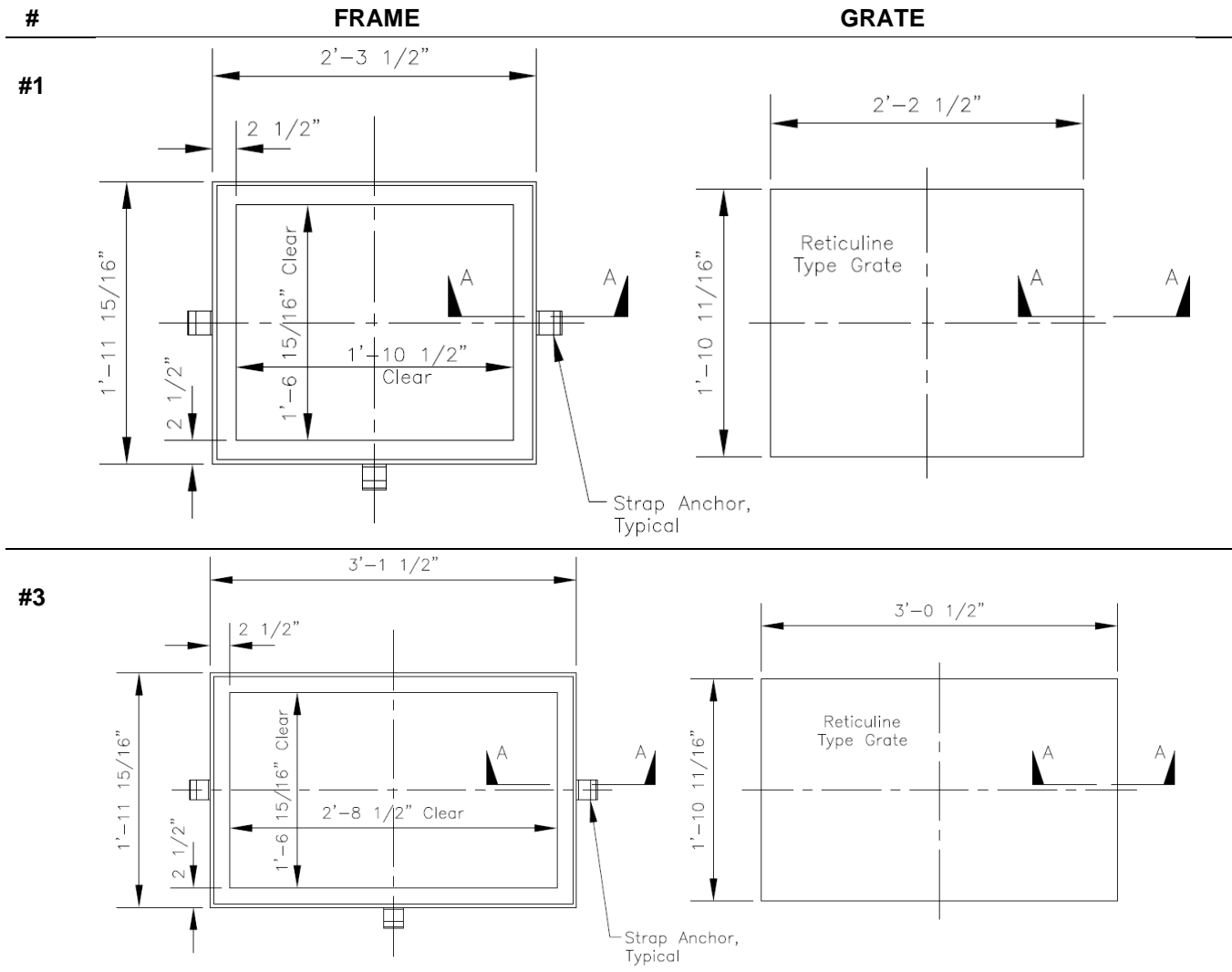
- i. Height: 7"
 - ii. Suited for 24" Diameter, 1-1/2" Thick Cover.
 - iii. Lower ledge with 1/4" Neoprene o-ring gasket to seal inner cover.
 - iv. Clear Openings:
 - 1.) Through Manhole Cover Opening: 22-1/4"
 - 2.) Through Inner, Locking Cover: 19-7/8"
 - v. Base Flange Diameter: 34"
 - c. Solid Cover:
 - i. 24" Outside Diameter
 - ii. Seat Thickness 1-1/2"
 - d. Inner Cover:
 - i. 22-1/2" Outside Diameter
 - ii. Two (2) Lift Handles
 - e. Lock Type for Inner Cover:
 - i. Lock Bar w/ channel lock & 5/8" diameter eye bolt.
3. Watertight Assembly – 7" Tall Frame, 28-3/4" Diam. Upper Cover, and 25-3/4" Diam. Inner Cover with Lock Bar
- a. EJ 1890A 1893Z Set (EJ Product # 00188850C01) (or approved equal)
 - b. Frame:
 - i. Height: 7"
 - ii. Suited for 28-3/4" Diameter, 1-3/8" Thick Cover.
 - iii. Lower ledge with 1/4" Neoprene o-ring gasket to seal inner cover.
 - iv. Clear Openings:
 - 1.) Through Manhole Cover Opening: 27"
 - 2.) Through Inner, Locking Cover: 24-1/2"
 - v. Base Flange Diameter: 37-1/2"
 - c. Solid Cover:
 - i. 28-3/4" Outside Diameter
 - ii. Seat Thickness 1-3/8"
 - d. Inner Cover:
 - i. 25-3/4" Outside Diameter
 - ii. Two (2) Lift Handles
 - e. Lock Type for Inner Cover:
 - i. Lock Bar w/ channel lock & 5/8" diameter eye bolt.
4. Self Level Assembly – in Concrete
- a. EJ 3025 SELFLEVEL Concrete Assembly (EJ Product # 00302514A01) (or approved equal)

D. Manhole Cover Adjustment Risers:

- 1. EJ#1310H (EJ Product #00131007) (or approved equal)
 - a. Riser to insert in manhole frame
 - b. Suited for a 24" Diameter Cover and 1-3/8" Seat Thickness
 - c. Shape: Round
 - d. Gray Iron (ASTM A48, Class 35)
 - e. Conforms to AASHTO M105
 - f. Adjustment Height: 2"

E. Catch Basin - Reticuline Frames & Grates

1. Frames and grates shall be galvanized steel reticuline type NYSDOT models #1, #3, #9, and #11.
2. Steel Frame and Reticuline Grate Dimensions:

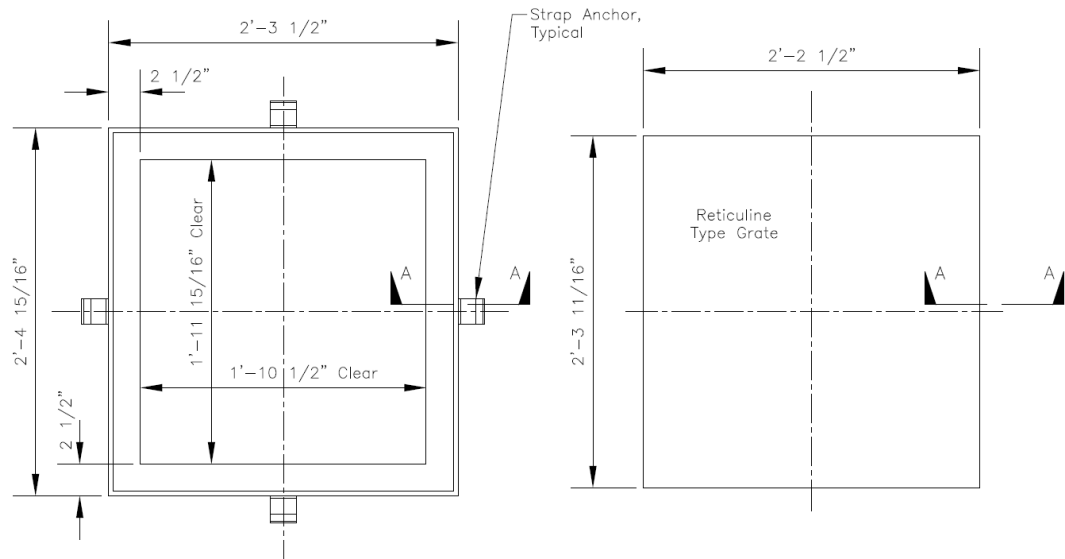


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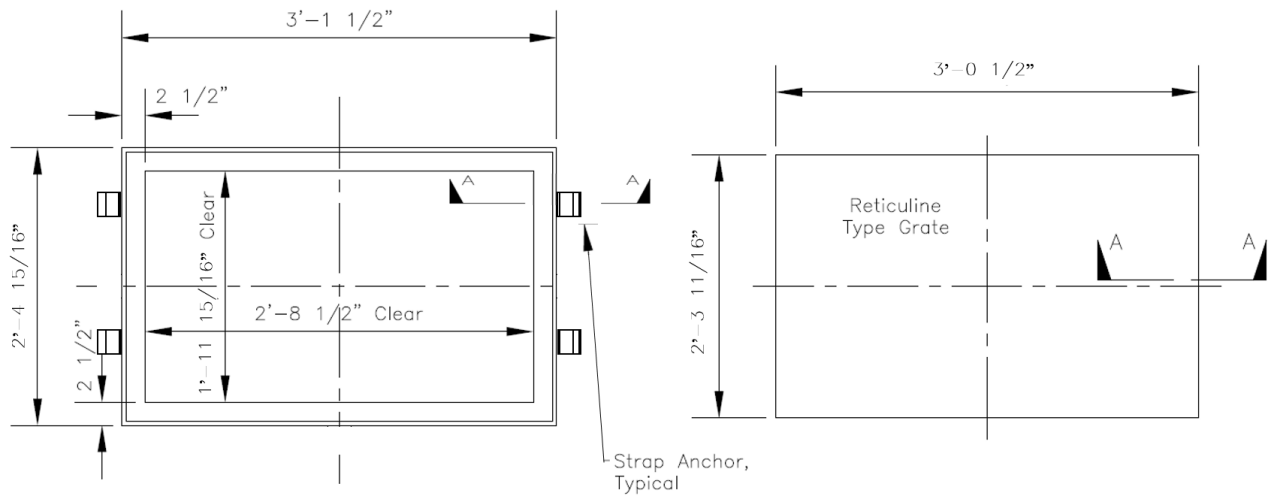
FRAME

GRATE

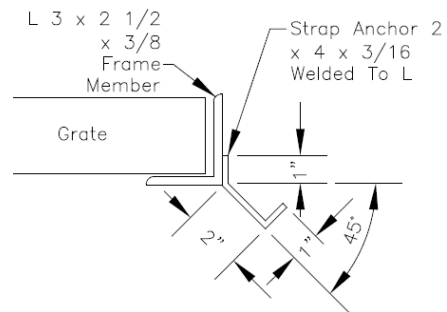
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#11

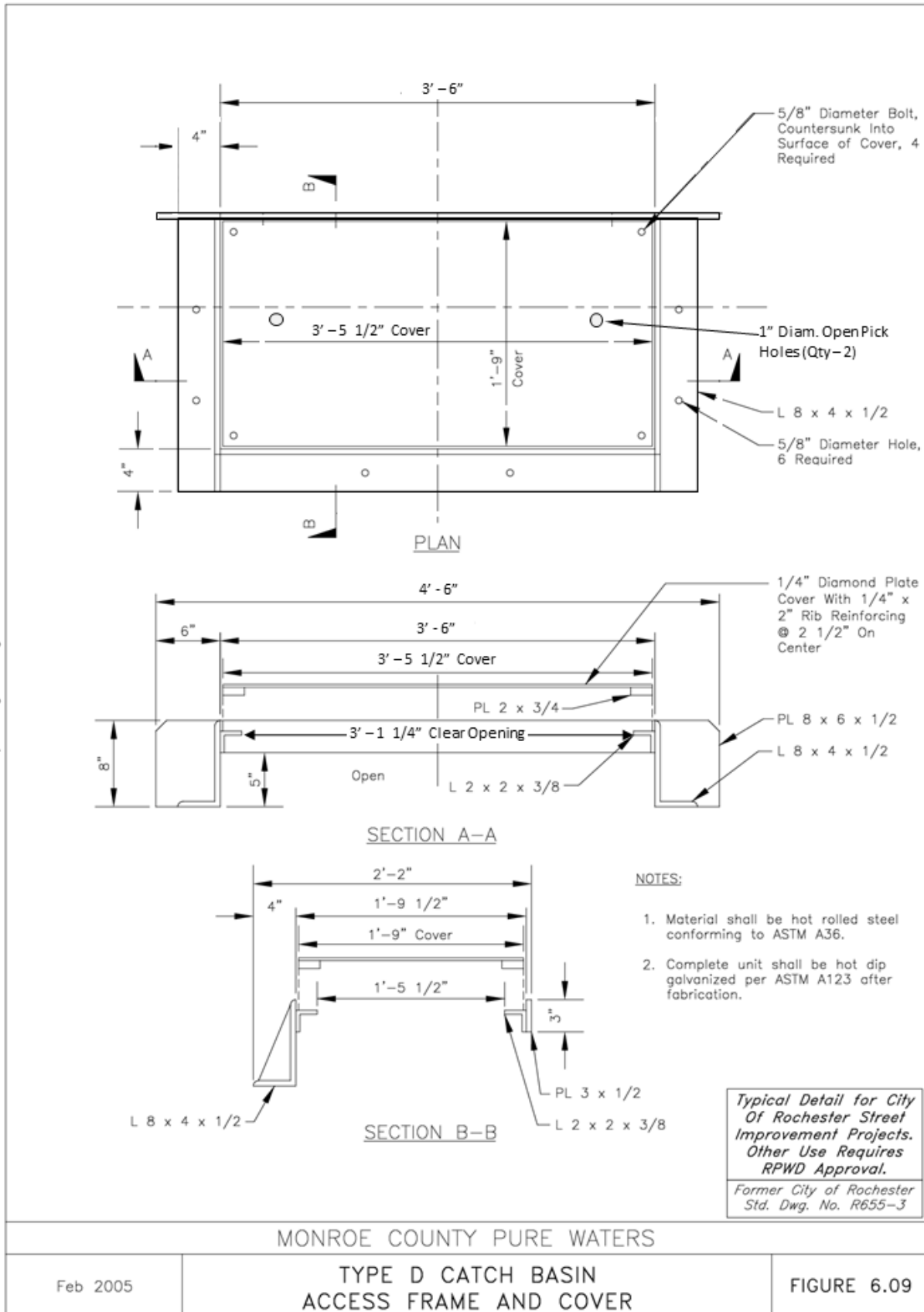


3. Section A-A (Common for all above listed reticuline frames)



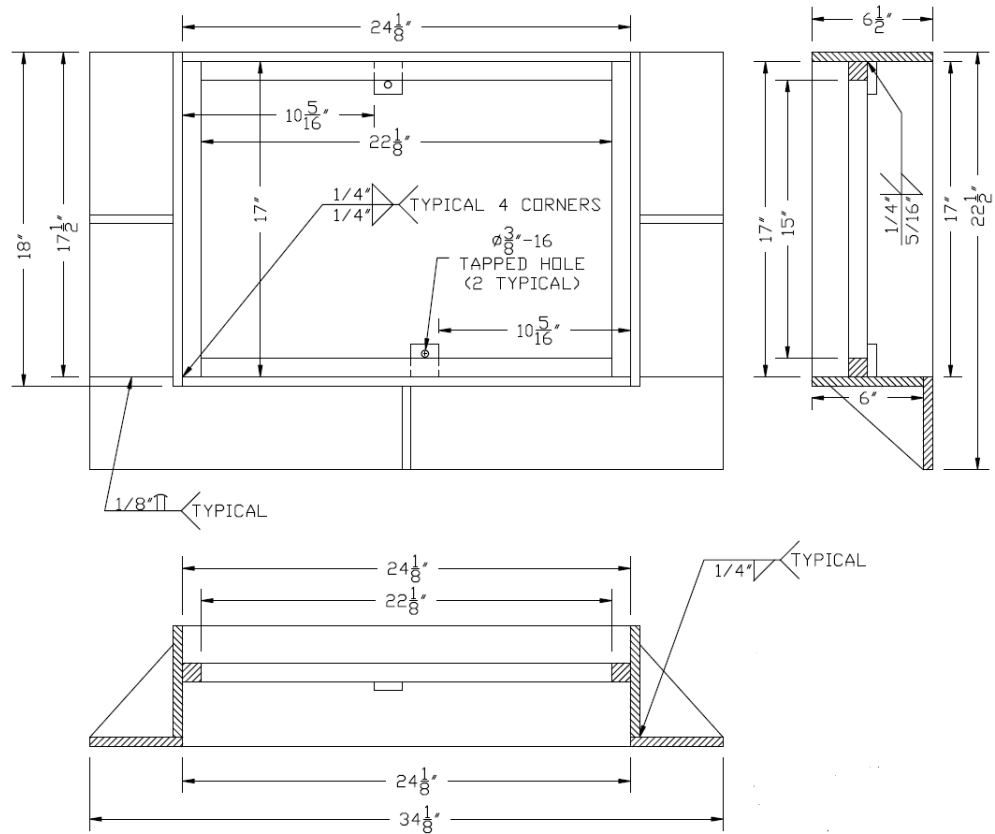
SECTION A-A
ANCHOR DETAIL
(For Reticuline Grate,
4 Required)

F. Type D Catch Basin Steel Hood Assembly (Over Type 11 Frame & Grate) Conforming to detail below

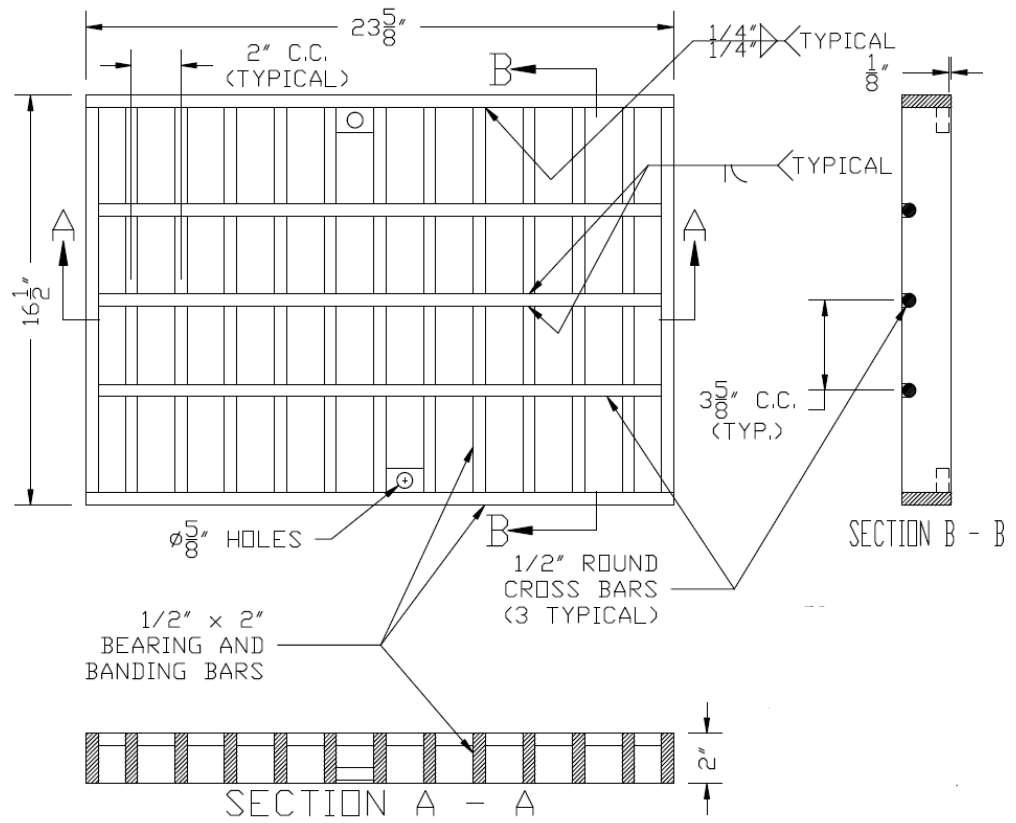


G. Galvanized Steel Replacement Catch Basin Frame and Grate:

1. Heavy Duty Galvanized Frame – Nominal 17"W x 24"L x 6.5" Tall
 - a. Conforming to detail depicted below.
 - b. EJ#3502 (Product #3502-STLFR), or approved equal.



2. Heavy Duty Galvanized Grate – Nominal 17"W x 24"L x 2" Thick
 - a. Conforming to detail depicted below.
 - b. EJ#3502 (Product #3502-STLFR), or approved equal.



H. Composite Manhole Frame Adjustment Riser Rings:

1. INFRA-RISER manufactured by East Jordan Iron Works (EJ) (or approved equal)
 - a. Material: Composite of Recycled Rubber, Nylon Fiber and Polyurethane Prepolymer.
 - b. Design Load: H25
 - c. Shore Hardness: 75A +/- 7 points
 - d. Tensile Strength: Minimum 1.0 MPa
 - e. Initial Compression Deformation: 2.9% max
 - f. Compression Set: 1.5%
 - g. Brittleness at Low Temperature: -40°C
 - h. Coefficient of Thermal Expansion 12.95×10^{-5}
 - i. Shape:
 - i. Round
 - ii. Inside Diameter: 26"
 - iii. Outside Diameter: 34"
 - j. Flat Risers:

THICKNESS	EAST JORDAN (EJ) IRON WORKS PRODUCT # (or approved equal)
0.5"	EJ# IC2634F0050F
1"	EJ# IC2634F0100F
2"	EJ# IC2634F0200F
3"	EJ# IC2634F0300F

- k. Tapered Risers:

THICKNESS	EAST JORDAN (EJ) IRON WORKS PRODUCT # (or approved equal)
0.5" to 1"	EJ# IC2634T0510F
1" to 2"	EJ# IC2634T1020F
1" to 3"	EJ# IC2634F1030F

BP#0313-25
CONSTRUCTION CASTINGS
UNIT PRICE SHEET (as of 4/14/2025)

MM#	DESCRIPTION	UNIT PRICE
	MANHOLE COVERS – 24” DIAMETER:	
1004529	PLATEN COVER WITH LETTERING – “SEWER”	\$152.63
1004534	PLATEN COVER WITH LETTERING – “STORM”	\$152.63
1024962	PLATEN COVER WITH LETTERING – “MCPW-FIBER”	\$152.63
1050456	PLATEN COVER WITH T-GASKET AND LETTERING	\$152.63
1004539	VENTED GRATE COVER	\$163.53
1050443	COMPOSITE COVER – LOCKING	\$962.92
	MANHOLE FRAMES (for 24” diam. covers):	
1004563	9” TALL	\$262.56
1004556	7” TALL	\$190.78
1004568	3” TALL	\$159.90
	MANHOLE FRAME & COVER ASSEMBLIES:	
1036019	8” TALL FRAME, 44-1/4” DIAM COVER WITH 24” DIAM INSET COVER	\$3,142.93
1050442	WATERTIGHT – 7” TALL FRAME, 24” DIAM. UPPER COVER, AND 22.5” DIAM. INNER WITH LOCK BAR	\$1,151.52
1004577	WATER TIGHT – 7” TALL FRAME, 28.75” DIAM. UPPER COVER, AND 25.75” DIAM. INNER COVER WITH LOCK BAR	\$1,790.91
1050446	SELF LEVEL ASSEMBLY – IN CONCRETE	\$1065.34
	MANHOLE COVER ADJUSTMENT RISER	
1004596	2” HEIGHT FOR 24” DIAMETER COVER	\$216.92
	CATCH BASIN - RETICILINE FRAMES & GRATES	
1050440	NYSDOT TYPE #1 – FRAME	\$138.32
1050441	NYSDOT TYPE #1 – GRATE	\$390.39
1015493	NYSDOT TYPE #3 – FRAME	\$179.88
1015494	NYSDOT TYPE #3 – GRATE	\$471.09
1004623	NYSDOT TYPE #9 – FRAME	\$161.99
1015497	NYSDOT TYPE #9 – GRATE	\$439.21
1015499	NYSDOT TYPE #11 – FRAME	\$171.97
1015500	NYSDOT TYPE #11 – GRATE	\$564.70
	TYPE D CATCH BASIN HOOD:	
1050447	TYPE D HOOD ASSEMBLY – FRAME & TOP DIAMOND PLATE COVER	\$2372.04
1050448	TYPE D HOOD – TOP DIAMOND PLATE COVER ONLY	\$912.63
	HEAVY DUTY GALVANIZED CATCH BASIN FRAMES & GRATES	
1026541	FRAME - 17”X24” (NOMINAL) x 6.5” TALL	\$413.30
1004552	GRATE - 17”X24” (NOMINAL) x 2” THICK	\$328.36
	COMPOSITE MANHOLE FRAME ADJUSTMENT RISER RINGS (34”OD, 26”ID):	
1050449	FLAT – 0.5” THICK	\$45.74
1050450	FLAT – 1” THICK	\$52.09
1050451	FLAT – 2” THICK	\$107.99
1050452	FLAT – 3” THICK	\$160.08
1050453	TAPERED – 0.5” TO 1” THICK	\$57.17
1050454	TAPERED – 1” TO 2” THICK	\$80.04
1050455	TAPERED – 1” TO 3” THICK	\$107.99

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

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

If on a cumulative basis the Contractor expends Seven Hundred 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 Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred 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
304 County Office Building
39 West Main Street
Rochester, New York 14614

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

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