



CONTRACT DATA SHEET

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

TITLE: SIDEWALK CURB RAMPS, FURNISH & INSTALL

CONTRACT #: 0312-25 (7700000314)

CONTRACT DATES: 05/08/2025 – 03/31/2027

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

VENDOR(S): Millennium Construction, Inc.
8320 Quarry Road
Niagara Falls, NY 14304

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: FURNISH AND INSTALL SIDEWALK CURB RAMPS

FOR: Department of Transportation

PURCHASING CONTACT: The Buyer, identified below, 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 (Eastern Standard Time) on **Wednesday, April 16, 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 **Thursday, April 17, 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 if awarded the contract. (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.

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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **March 31, 2026**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

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.

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.

NYS DOL CONTRACTOR REGISTRATION:

No contractor shall bid on a public work project covered under these contract documents unless such contractor is registered pursuant to Chapter 31, Article 8, Section 220-I of New York State Labor Law. Sub-contractors must be registered prior to commencing any work on the project covered under these contract documents. The contractor shall submit its certificate of registration at the time the bid is made. Bids submitted without the required certification of registration shall be considered as nonresponsive. Applications for registration shall not be accepted as a substitute for a certification of registration for the purposes of this section. The contractor shall submit the sub-contractor's certificate of registration in accordance with General Condition 42, Shop Drawings, but not less than 15 calendar days prior to the sub-contractor's start of work.

NYS WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC#2025002974 developed for this project.**

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.**

**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.

**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.

**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.**

**SECURITIES AND
INSURANCE:**

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

**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 successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE/SDVOB Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).

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 under this contract.

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.

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.

**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.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE REQUIREMENTS

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraph c below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Requirements

b. Bidder's Detailed M/WBE Utilization Plan

A M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available. If a firm is unable to show obtainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE/SDVOB Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE/SDVOB Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time

frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation.

4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers in order to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

1. Payment Deductions

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-MWBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the

M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

h. Certification Process

The State of New York and Monroe County maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated by minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day to day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

SERVICE-DISABLED VETERAN OWNED BUSINESSES REQUIREMENTS

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for Certified SDVOB Firms on the project and shall make its best efforts to meet the participation goals established for this project. The specific affirmative steps to be taken by the Bidder are described in subparagraph d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's SDVOB Utilization Plan. The Bidder shall be responsible for maintaining records showing subcontractor awards and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the Bidder and submitted to the County with each monthly progress payment application.

Bidders that are a Certified SDVOB Firm will be allowed include their own participation towards meeting SDVOB participation goals established for this project.

The Bidder shall be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including Certified SDVOB Firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Requirements.

b. Bidder's Detailed SDVOB Utilization Plan

SDVOB utilization plans shall be submitted with each bid. The utilization plan must include a detailed SDVOB Utilization Plan form and a signed Letter of Intent from each of the Certified SDVOB Firms identified in the Plan. The Plan must identify the Certified SDVOB Firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work Certified SDVOB Firms will complete on the project, together with an explanation as to why spending data is not available. If a firm is unable to show obtainment of program goals when submitting the utilization plan, the Bidder must submit a Request for SDVOB Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving the Bidder's SDVOB Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's Certified SDVOB Firms certifications.

The Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE/SDVOB Program Manager copies of all subcontracts with Certified SDVOB Firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of the Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until the Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to the Bidder's failure to comply with this provision shall be the Bidder's sole responsibility.

Any amendments to the SDVOB Utilization Plan submitted by the Bidder must be approved by the County's M/WBE/SDVOB Program Manager, including, without limitation, changes in the work to be subcontracted to Certified SDVOB Firms; changes in the use of Certified SDVOB Firms; and/or substitutions of Certified SDVOB Firms. Updated utilization plans shall be submitted for change orders over \$20,000.

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a SDVOB Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the contractor's SDVOB Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with SDVOB participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain SDVOB participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of SDVOB participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain SDVOB participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all Certified SDVOB Firms that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all Certified SDVOB Firms listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the Certified SDVOB Firms to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the Certified SDVOB Firms are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from Certified SDVOB Firms listed in the NYS or US SBA SDVOB Directories regardless if they have their own database of SDVOB firms.** The Bidder shall keep records of efforts to solicit and negotiate with Certified SDVOB Firms as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts Certified SDVOB Firms shall be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by Certified SDVOB Firms in order to increase the likelihood that the SDVOB goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate SDVOB participation, even when the Bidder might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates SDVOB participation.
4. Providing interested Certified SDVOB Firms with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested Certified SDVOB Firms. It is the Bidder's responsibility to make a portion of the work available to Certified SDVOB Firms subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available SDVOB subcontractors and material suppliers in order to facilitate SDVOB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of Certified SDVOB Firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for Certified SDVOB Firms to perform the work.

6. Additional Costs. The fact that there may be some additional costs involved in finding and using Certified SDVOB Firms is not in itself sufficient reason for a bidder's failure to meet the contract SDVOB goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A prime contractor's inability to find a replacement Certified SDVOB Firms at the original price is not sufficient to support a finding that best efforts have been made to replace the original Certified SDVOB Firm. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make best efforts to find a replacement Certified SDVOB Firms, and it is not a sound basis for rejecting a prospective replacement Certified SDVOB Firms reasonable quote.
8. Making efforts to assist interested Certified SDVOB Firms in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested Certified SDVOB Firms in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE/SDVOB Program Manager will provide assistance to potential bidders in connecting with Certified SDVOB Firms.

2. Payment Deductions

The Bidder's failure to perform in accordance with an approved SDVOB Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by the Bidder, the County shall be entitled to deduct payment to the Bidder in the percentage amount of the Contract which equals the Bidder's shortfall from the SDVOB participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the SDVOB participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved SDVOB Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved SDVOB Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to the County under law or in equity.

3. Definitions. The following terms are defined as follows:

- A. Certified SDVOB Firms—Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.
- B. Federal SDVOSB Certified Firms—Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.
- C. SDVOB Utilization Plan—A plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.
- D. State SDVOB Certified Firms—Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

**BP#0312-25
FURNISH AND INSTALL
SIDEWALK CURB RAMPS
SPECIFICATIONS**

ITEM - SIDEWALK CURB RAMPS

1 - DESCRIPTION

Scope of Work: The Monroe County Department of Transportation has a number of sidewalk ramp locations along the County Highway System that require modification in order to meet current ADA standards as defined by the Public Right of Way Accessibility Guidelines (PROWAG – latest edition). A summary of total anticipated annual quantities is included in this bid package. Additional ramp locations may be added by Monroe County over the multi-year duration of the term contract.

The work shall consist of modification of existing and installation of new Curb Ramps, landings and associated curbing/gutter in accordance with the applicable NYSDOT Standard Sheets and Specifications, and in accordance with this specification (herein referred to as “Standard Sheets” and “Specifications”). The ramp type numbers shown in the contract documents refer to the different types of Curb Ramp Configurations depicted in the NYSDOT Standard Sheets 608-01.

The work shall include saw cutting, demolition, excavation, removal and disposal, installation and preparation of subbase material, compaction, construction and installation of the new Curb Ramps, landings, associated curbing/gutter, and all necessary Work Zone Traffic Control. Also included are detectable warning units (contractor supplied and installed, where required), repairs to impacted asphalt (as necessary), topsoil, establishing turf (to disturbed areas), and finish work. In his bid, the Contractor shall include all materials, equipment, and labor required to complete the work. Highway work permits for work at NYSDOT-owned intersections are required and will be secured by the Contractor, with assistance from Monroe County DOT. Any additional permits which are required shall also be the responsibility of the contractor.

Completion of Work: All work for Monroe County Curb Ramp locations included in this specification shall be completed within 90 calendar days from notification by the Department of Transportation representative. Once a sidewalk ramp location is disturbed, the Contractor shall complete all necessary work and re-open the sidewalk to pedestrian traffic within 21 calendar days.

The terms for completion dates for ramp work for other agencies will be discussed between the agency and the Contractor, but shall be no more than 90 calendar days from notification by the Monroe County Department of Transportation.

Qualifications For Bidding: In accordance with Section 103-d of the General Municipal Law of the State of New York, a non-collusion statement is requested to be submitted with the bid.

A listing of the last three (3) years of experience with other municipalities or counties; listing the name addresses and phone numbers of the responsible person, and the amount of the bid.

2 - MATERIAL

General: Except as modified below, all materials required for this work shall comply with, but are not limited to, the following Sections of the most recent version of the New York State Department of Transportation (NYSDOT) Standard Specifications: 304, 501, 557, 608, 609, 610, 619, 624, 663, 680, 711, & 726.

Concrete Sidewalk for Curb Ramps: Conventionally formed concrete sidewalks shall meet the requirements Portland Cement Concrete shall meet the appropriate mix design requirements specified in Table 2 of the Materials Procedure (MP) 501-2 Mix Design and Approval Procedure for Performance Engineered Mixtures – Structural Concrete - General with the exception that the allowable Slump Range

will be 3 ½" to 4 ½" and the water to cementitious ratio shall not exceed 0.44. All concrete shall contain a water-reducing admixture meeting the requirements of Section 711-08 Admixtures in such a quantity as to provide a minimum 10% reduction of the design water content by using a normal range water-reducer. Concrete fiber reinforcement shall be incorporated in the concrete mix; wire mesh reinforcement shall not be required.

Detectable Warning Units: Surface-applied, and Embedded Detectable Warning Units shall be applied to existing ramps designated to remain and shall meet the requirements of 726-01 and 726-02. Ramp locations which are being replaced shall include an embedded detectable warning unit. The color of detectable warning units shall match adjacent ramp locations; if no detectable warnings currently exist, the color shall be dark gray (Federal Standard #36081 or darker). Provide setting bed material and/or surface preparation materials in accordance with the manufacturer's recommendations.

Topsoil and Seeding: Disturbed areas shall be restored with soil equal to, or better, than that in the adjacent areas. Weed free topsoil shall be all fine graded and tamped allowing for settlement to grade. Grass seed shall be planted as soon as possible after the soil has been applied. The grass seed shall contain: 50% Pennfine Perennial Ryegrass, 25% Pennlawn Red Fescue, 15% Kentucky Bluegrass and 10% Creeping Fescue. The Contractor is expected to make reapplication as necessary until such time as a dense weed free stand of grass is evident.

3 - CONSTRUCTION DETAILS

General: Construct all pedestrian facilities in accordance with the requirements of the PROWAG. Install all work in accordance with the Standard Sheets. Dimensions shown on the Standard Sheets are the minimum values in order to be compliant with the PROWAG requirements and for acceptance of the work. Slopes shown on the Standard Sheets are maximum values for design and layout. Contractor shall ensure that constructed facilities have construction tolerances that result in work that meets the PROWAG requirements; any work found to be outside of acceptable limits will be removed and replaced by the Contractor at no cost to the County.

Concrete Sidewalk for Curb Ramps: The work shall be in conformance with the NYSDOT Standard Sheets 608-01). The work performed shall comply with, but is not limited to, the following Sections of the Standard Specifications: 203, 304, 608, 609, 610, 619, 624, 663, & 680. Sidewalk depth is 5".

The intention is to disturb the minimal sidewalk area possible while still meeting PROWAG. Prior to the start of work, the Contractor shall visit each ramp location with the Department of Transportation representative to review the proposed work limits for each location. The Contractor shall sawcut around perimeter of ramp locations to avoid unnecessary disturbance to adjacent sidewalk slabs. Adjacent slabs damaged due to Contractor's operation shall be replaced at no additional cost to the County.

Subbase Course: If existing subbase is suitable material, it may be fine-graded, compacted, and re-used. If new subbase is required by the Department of Transportation Representative, the existing subbase/subgrade material shall be excavated and disposed of and 6" of new subbase stone shall be placed and compacted.

Conventionally Formed Concrete Curb: If existing concrete curb is in good condition (as determined by the Department of Transportation Representative), and it is at the proper running-slope and cross-slope, it may remain – otherwise it shall be replaced. New concrete curb shall be Type "VF6" on standard sheet 609-01; full height curb reveal shall be 7" (or match existing curb). Flush curb shall be set between 0" to 0.25" above pavement surface. Note that pavement restoration is included in new curb item and shall be performed as per "Flexible Pavement Asphalt" on standard sheet 608-01. 6" minimum PCC base course and 1.5" HMA top course.

Granite Curb: If existing granite curb is in good condition (as determined by the Department of Transportation Representative), and it is at the proper running-slope and cross-slope, it may remain – otherwise it shall be replaced, re-set, or cut. Preference will be to cut existing curb to avoid unnecessary disturbance to pavement area. If cutting is not feasible, the granite curb shall be reset or replaced as determined by the Department of Transportation Representative. New granite curb shall be "Type NVF" curb as shown on standard sheet 609-01 and the standard curb reveal shall be 7" (or match existing curb). Flush curb shall be set between 0" to 0.25" above pavement surface. Note that pavement restoration is

included in items for new granite curb and resetting granite curb, and shall be performed as per "Flexible Pavement Asphalt" on standard sheet 608-01. 6" minimum PCC base course and 1.5" HMA top course.

Concrete Gutter: Standard gutter dimensions for County roads are 3' wide by 6" thick (dimensions for other agencies may vary). In order to meet PROWAG requirements, any new gutter installed in front of ramp areas shall be widened to 4' and both cross-slopes shall be a max of 5%. The gutter shall be widened to 4' over a minimum transition length of 5'. Note that pavement restoration is included in new gutter item and shall be performed as per "Cast-In-Place Concrete Curb and Gutter" on standard sheet 608-01. 6" minimum PCC base course and 1.5" HMA top course.

Damage Responsibility: Under this contract, the Contractor shall be accountable for any and all damage to buildings, walks, driveways, roadways, utilities, trees and grounds, and persons which occur while performing the work called for under this contract. The Contractor is responsible to document in advance of performing any work all site conditions which could be later ascribed as damage from the work. Prior notice of any such conditions should be made to the Department of Transportation representative and the adjacent property owner. If any damage occurs as a result of this work, the Contractor shall immediately notify the Department of Transportation representative.

1. Public Property: The Contractor, at his own expense, shall restore all damaged or injured items to a condition which meets the approval of the Department of Transportation representative.
2. Private Property: The Contractor, at his own expense, shall have all damaged or injured items restored to a condition which meets the approval of the property owner.
3. Utility Company Property: In the event of damage to any utility lines, or other equipment belonging to any utility company, the utility company shall make the necessary repairs, and the Contractor shall reimburse the utility company for the cost of these repairs.

Notification: The Contractor shall provide, to Monroe County Department of Transportation, a listing of contact persons with phone numbers for contact during emergencies

The Contractor shall endeavor to contact the adjacent property owner giving notice of the work they are going to perform at least 24 hours in advance.

The Contractor shall notify the Monroe County Department of Transportation representative that assigned the work at least 48 hours prior to performing any work.

Utilities: The Contractor shall obtain necessary utility stake-outs and shall notify appropriate utility companies if adjustments to utilities are required in order to complete the work. Payment items for adjustments to water valves and pullboxes are included in this contract.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and New York State supplement.

Sidewalk Curb Ramp replacement operations shall be conducted with a minimum of interference with vehicular traffic, pedestrian traffic, and bystanders. Adequate warning signs and devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and New York State supplement shall be placed to warn all approaching traffic of Contractor operations conducted along streets where traffic impedance is anticipated.

Installation of pedestrian detours and sidewalk closures is anticipated in order to complete the work. All provisions for pedestrian detours shall be per MUTCD requirements.

Survey: The Contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks and Curb Ramps meet ADA/PROWAG requirements prior to pouring concrete or placing asphalt or pavers. The work necessary to meet these requirements shall be included in the cost of "Concrete Sidewalk for Curb Ramps". The Contractor will also be responsible to protect and preserve all property corners, geodetic survey monuments, and survey markers at all times.

4 - METHOD OF MEASUREMENT

Payment for installation or replacement of Curb Ramps and/or side flares will be made at the unit price bid for various contract items; including concrete sidewalk, subbase, detectable warning, curb/gutter, and valve/pullbox adjustments. Side flare replacements will be used at locations where only the side flare needs to be replaced in order to obtain a slope which meets PROWAG standards, and not the entire ramp area.

Subbase Course. The quantity is the number of Cubic Yards (CY) of compacted subbase material.

Concrete Sidewalks for Curb Ramps. The quantity to be measured for payment will be in Cubic Yards (CY) to the nearest 0.1 Cubic Yard (CY) of concrete installed; based on a depth of 5”.

Embedded and Surface-Applied Detectable Warning Units. The quantity to be measured for payment will be in Square Yards (SY) to the nearest 0.1 Square Yard (SY) of surface-applied detectable warning units installed.

All curb installed, reset, or cut under these specifications will be measured by the number of Linear Feet (LF), rounded to the nearest foot. The measurement will be taken along the top front arris line of full height, transition and terminal sections. The measurement will be taken along the top front arris line of curb reveals across driveway entrances only when placed and not removed.

Conventionally Formed Concrete Gutter: The quantity to be paid for under this work will be the number of Square Feet (SF) of exposed surface of concrete gutters placed in accordance with the Contract Documents and/or as directed by the Department of Transportation Representative. No reduction in the number of Square Feet (SF) will be made to account for drainage structure frames and grates, or any other obstruction placed within the gutter section.

Valve and Pullbox adjustments. The quantity to be measured for payment will be the number of units of Each (EA) adjusted in accordance with the Contract Documents or as directed by the Department of Transportation Representative.

5 - BASIS OF PAYMENT

General. The inclusive unit price bid shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the acceptance of the County. All necessary mobilization, work zone traffic control, pavement restoration, topsoil/seeding, and any necessary survey work, shall be included in the price bid for various items.

Subbase Course. The unit price bid per Cubic Yard (CY) for this work includes the cost of furnishing all labor, material and equipment necessary to complete the work; including the cost excavating and disposing existing subbase/subgrade material. No direct payment will be made for losses of material resulting from compaction, foundation settlement, erosion, or any other cause.

Concrete Sidewalk for Curb Ramps. The unit price bid per Cubic Yard (CY) for concrete sidewalk shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including excavating and disposing the existing concrete, fine-grading existing subbase, saw cutting, placing and finishing new concrete (including necessary admixtures and fiber reinforcement, and curing compound).

Surface-Applied Detectable Warning Units. The unit price bid per Square Yard (SY) for surface-applied detectable warning units shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including removal of existing detectable warning units (if present) and surface preparation per manufacturer’s instructions.

Embedded Detectable Warning Units. The unit price bid per Square Yard (SY) for embedded detectable warning units shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment will be made for concrete removed to accommodate embedded units.

Concrete Curb, Granite Curb. The unit price bid per Linear Foot (LF) shall include the cost of furnishing all labor, equipment, and materials necessary to complete the work; including saw cutting pavement, excavation and disposal of existing material, placement subbase, forming/placement of new curb, and all necessary pavement restoration.

Resetting Curb. The unit price bid per Linear Foot (LF) shall include the cost of furnishing all labor, equipment, and materials to complete the work; including saw cutting pavement, excavation and disposal of existing material, remove/store/reset curb, and pavement restoration. In addition, the unit price shall also include replacement of curb damaged by the Contractor's operations.

Sawcutting Curb. The unit price bid per Linear Foot (LF) shall include the cost of all labor and equipment necessary to complete the work, including layout, saw cutting, grinding, clean-up, and disposal of removed material.

Conventionally Formed Concrete Gutter: The unit price bid per Linear Foot (LF) shall include the cost of furnishing all labor, equipment, and materials to sawcut pavement, excavate and dispose existing material, form & place concrete, and pavement restoration.

Adjust Existing Valve Box Elevation. The unit price bid per Each (EA) shall include the cost of furnishing all labor, equipment, and materials to raise/lower valve boxes to the proper grade and cross-slope.

Alter Elevation of Pullboxes The unit price bid per Each (EA) shall include the cost of furnishing all labor, equipment, and materials to remove, store and reset pullbox frame/covers to the proper grade and cross-slope.

6 - BILLING

Invoices: The Contractor shall submit an invoice for payment listing the location, coordinates, ramp area, curb length, detectable warning area & type, and date modified for each ramp for which he is requesting payment. Photos of each completed ramp shall also be provided, with each location identified.

Standard Bid Items - Description	Pay unit
Concrete Sidewalk for Curb Ramps (including excavation)	CY
Surface Applied Detectable Warning	SY
Embedded Detectable Warning	SY
Concrete Curb (including excavation & surface restoration)	LF
Conventionally Formed Concrete Gutter (including excavation & surface restor.)	SF
Granite Curb Replacement (including excavation & surface restoration)	LF
Granite Curb Resetting (including excavation & surface restoration)	LF
Sawcutting Curb	LF
Subbase Course (including excavation)	CY
Adjust Existing Valve Box Elevation	EA
Alter Elevation of Pullboxes	EA

BP#0312-25
FURNISH & INSTALL SIDEWALK
CURB RAMPS
UNIT PRICE SHEET
(as of 5/8/2025)

Item #	Description	Unit	Unit Bid Price
1	Concrete Sidewalk for Curb Ramps (including excavation)	CY	\$2560.00
2	Embedded Detectable Warning	SY	\$525.00
3	Surface Applied Detectable Warning	SY	\$525.00
4	Granite Curb Replacement (including excavation & surface restoration)	LF	\$150.00
5	Granite Curb Resetting (including excavation & surface restoration)	LF	\$100.00
6	Sawcutting Curb	LF	\$30.00
7	Concrete Curb (including excavation & surface restoration)	LF	\$100.00
8	Concrete Gutter (including excavation & surface restoration)	SF	\$35.00
9	Subbase Course (including excavation)	CY	\$125.00
10	Adjust Valve Elevation	EA	\$232.50
11	Adjust Pullbox Elevation	EA	\$250.00

Notes: (as stated in Specifications)

-Quantities Shown are estimated. Additional quantities and work locations may be added throughout the duration of this term-agreement contract.

-The inclusive unit price bid shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the acceptance of the Engineer. All necessary mobilization, work zone traffic control, pavement restoration, topsoil/seedling, and any necessary survey work, shall be included in the price bid for various items.

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.