CONTRACT DATA SHEET

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

TITLE:	SURFACE RESTORATION TERM CONSTRUCTION CONTRACT (TCC#4)
CONTRACT #:	0104-11 (4700006728)
CONTRACT DATES:	03/01/11 – 12/31/14
BUYER: **PHONE:** **FAX:**	SHARON A. BERNDT 585/753-1110 585/753-1104
VENDOR(S):	MASTRO ENTERPRISES, INC. 948 CARTER STREET ROCHESTER, NY 14621 PH: (585) 266-7730 FAX: (585) 266-7782

SECTION 00200

CONTRACT TERMS AND CONDITIONS

1. GENERAL DESCRIPTION

Surface Restoration Term Construction Contract (TCC #4) consists of providing surface restoration for permanent pavement in roadways and driveways, sidewalks, curbing, gutters and turf area restoration at locations directed by the OWNER. The Project limits for this work will be inclusive to all areas within Monroe County.

2. CONTRACT TERM

The Contract shall extend from the Date of Award through December 31, 2011, with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties.

3. DEFINITIONS

a. *BIDDER:* Any party or parties submitting in proper form a Proposal to perform the work hereinafter specified to be performed. The successful Bidder selected by the OWNER to perform the work hereinafter specified will thereafter be known as the "CONTRACTOR".

b. *CONTRACT DOCUMENTS:* Contract Documents consist of the Notice to Bidders, Contract Terms and Conditions, Proposal, Bid Guarantee, Agreement, Performance and Payment Bonds, Technical Specification, and Drawings.

c. *CONTRACTOR:* Party or parties contracting to perform the work or his or their heirs, executors, administrators, successors, or assigns.

d. *COUNTY:* Monroe County or the County of Monroe.

e. *DISTRICT:* Any County sanitary sewer district and extension or extension thereto now existing or subsequently created by the County Legislature of the County of Monroe.

f. *EXTRA WORK:* Work not included as a part of a Scheduled Payment Item, as determined and approved by the OWNER.

g. *OWNER:* The County and/or the District.

h. *SCHEDULE OF PAYMENT ITEMS:* The list of work items and prices contained in the Proposal Form, which are the basis for bidding, defining work orders and payment.

i. *WORK:* Designates the work, equipment, materials and things required to be done, or any one of them, furnished and/or performed by the CONTRACTOR under the Specifications attached hereto.

j. *WORK ORDER:* the written authorization by the OWNER to the CONTRACTOR to perform a defined quantity of work.

4. BRAND REFERENCE

a. Reference to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach catalog sheets listing the specifications for any alternate 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 the OWNER.

5. SPECIFICATION ALTERATION

a. Specifications will be construed to be complete, and except where specifically noted, be considered the entire description of the goods or services upon which the OWNER is now seeking bids.

b. Only formal written addenda can materially alter this set of specifications. No verbal statement made by the OWNER, their agent, or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

6. BID PROPOSAL

a. Proposals shall be submitted in duplicate on the enclosed Proposal forms. Proposals shall be enclosed in a sealed envelope plainly marked with the title of the work and name and address of the Bidder on the outside. No proposal will be considered unless filed on or before the time and at the place designated.

b. Bidders shall submit a single Bid with unit prices filled in for each item.

c. The unit price of each of the Scheduled Payment Items shall establish the price to be paid for each item which shall include all labor, materials, equipment, overhead, bonds, insurance, profit, and other contingencies in connection therewith. No allowances for such items will be made separately.

d. Monroe County and Districts are exempt under Sections 1116 of the Tax Law, and therefore, no sales tax shall be included.

e. Deletion or changes to items listed or work shown or unit prices of the Schedule of Payment Items will be cause for rejection of the Bid.

f. Negligence on the part of the Bidder in preparing his Proposal confers no right for the withdrawal of the Proposal after it has been opened.

g. The quantities included in the Bid Proposal are approximate only and cannot be determined prior to issuance of a Work Order. The quantities are utilized solely for the purpose of establishing unit prices for the term of the Contract and for determining the Low Bidder. The quantities are not guaranteed nor promises given as to the work ordered during the term of the Contract.

7. BID GUARANTY

a. A Bid Guaranty of Ten Thousand Dollars ($10,000) is required to be submitted with this Bid. This may be in the form of a Bid Bond, certified check, or standard form irrevocable letter of credit payable to Monroe County, Director of Finance. If a Bidder submits a certified check or an irrevocable letter of credit, such guaranty

may be rolled over as the Performance or Payment Bonds required herein. If a Bid Bond is submitted then the Bidder will be required to submit separate Performance and Labor and Materials Bonds, and upon receipt will be returned the Bid Bond.

b. Bid guaranties will be returned within ten (10) days after the bids are opened to Bidders whose Proposals, in the judgment of the OWNER and ENGINEER, will not be considered in making the award. All other checks will be returned upon execution of the Contract and required bonds by the successful Bidder.

8. BID AWARD

a. The OWNER reserves the right to award a Contract, based on the Total Amount Base Bid, to the Lowest Responsible Bidder who meets all terms of the Specifications. The OWNER reserves the right to reject any or all Bids, if the Monroe County Purchasing Manager deems said action to be in the best interests of the OWNER.

b. The OWNER reserves the right to consider bids for forty-five (45) days after the receipt before awarding any Contract.

c. The acceptance of Proposal will be a Notice of Award in writing from the OWNER. The Notice of Award shall bind the successful Bidder to execute the Contract as provided hereinafter.

9. EXECUTION OF THE CONTRACT

a. The Bidder who's Proposal has been accepted shall execute the Contract within ten (10) calendar days of the date of Notice of Award.

b. As a part of the execution of the Contract the successful Bidder shall procure, execute and deliver to the OWNER, and maintain, at his own cost and expense, for the period of the Contract the following bonds, in the form attached herein, of a surety company approved by the OWNER and authorized to do business in the State of New York as a surety:

(1) **Performance Bond:** in the amount of Fifty Thousand Dollars ($50,000).

(2) **Payment Bond:** in the amount of Fifty Thousand Dollars ($50,000).

c. As a part of the execution of the Contract the successful Bidder shall secure and maintain for the entire length of the Contract, including the guarantee period, such insurance policies, naming the CONTRACTOR, County of Monroe and the District and shall protect those named and including his Subcontractor, 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 insurance policies with insurance companies authorized to do business in New York State are required:

(1) Statutory Worker's Compensation.

(2) General Liability Insurance; aggregate limits of liability $3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage.

(3) CONTRACTOR's Protective Liability covering operations of Subcontractors, with same limits.

(4) Contractual Liability covering Hold Harmless Clause.

(5) Automobile Public Liability and Property Damage covering both owned and hired vehicles. (Bodily Injury $1,000,000 each accident; Property Damage $1,000,000 each accident.)

(6) Prior to the storage or use of explosives, the CONTRACTOR shall provide evidence of blasting coverage in the Public Liability, Property Damage and CONTRACTOR's Protective Liability Insurance.

(7) All Risk Builders Risk or All Risk Installation Floater, as appropriate, including Fire and Extended Coverage in an amount of $50,000.

(8) If any of the rating classifications embody property damage exclusions x, c, or u, coverage for eliminating such exclusions must be provided with same limits.

Said certificates of insurance shall contain a thirty (30) day notice of cancellation in favor of the OWNER.

The above outlined insurance requirements are the minimum during the Contract period.

During the guarantee period the CONTRACTOR shall furnish completed operation liability insurance in a minimum amount of $3,000,000. Prior to the release of the 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.

d. Failure or refusal of the Bidder, whose Proposal is accepted, to execute the Contract shall entitle the OWNER to proceed against the sum represented by the bid guaranty to recover damages, or take such other action as the OWNER may deem in the publics best interest.

10. MATERIALS

a. The furnishing of all materials and work shall be the responsibility of, and paid for by the CONTRACTOR.

b. All materials shall be new and unused and shall be essentially the standard product of a manufacturer or supplier regularly engaged in the production and supply 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 delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplying 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.

11. WORK ORDERS

a. Work under this contract shall be ordered by a Monroe County Purchase Order and authorized by a written Work Order.

b. No work shall be performed until a written Work Order has been issued by the OWNER to the CONTRACTOR. Any work performed by the CONTRACTOR prior to receipt of the Work Order shall be at the CONTRACTOR's own risk.

c. Work will be authorized through one or more Work Orders, totaling not less than One Thousand Dollars ($1,000), with no individual Work Order greater than Fifty Thousand Dollars ($50,000).

d. Each Work Order will describe the location, size, and estimated quantity of sewer to be replaced, with a total estimated price for performing the work.

e. The work to be completed under each work order shall commence within ten (10) days after the written authorization of the Work Order.

f. The entire Work Order shall be completed within the time stipulated in the Work Order. If the time stipulated in the Work Order extends beyond the time of the Contract, the Contract shall be extended to the completion date of the Work Order.

12. ADDITIONAL PERFORMANCE BONDS

a. Prior to commencement of Work, the County requires the Performance and Payment Bonds in the amount of one hundred percent (100%) of the Work should be in place. Therefore, where more than one Work Order is authorized at one time, the sum total of each type of surety bond shall be the difference between the full amount of the sum of the estimated price of all of the Work Orders and Fifty Thousand Dollars ($50,000).

b. The additional Bonds will be returned upon acceptance of the Work ordered by the OWNER.

13. PAYMENTS

a. Payments for performance of the Work performed under each Work Order of this 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 price of the applicable Scheduled Payment Item, or cost plus fifteen percent (15%) for general overhead and profit, or a negotiated price, or any combination thereof.

d. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the Contract Documents.

14. ACCEPTANCE AND GUARANTEE OF WORK

a. Upon completion of the Work Order the OWNER shall approve all of the work done and shall, within fifteen (15) days of the approval, prepare a final certificate of the work done and the value thereof. The OWNER shall, upon approval of the final certificate, promptly pay the CONTRACTOR the entire sum so found due thereunder 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 final certificate, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, material bills, and other indebtedness connected with 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 the Work 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 Work Order amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract Work Order amount) shall be retained.

d. Upon expiration of the guarantee period, the CONTRACTOR shall submit and approvable invoice 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.

15. ASSIGNMENT

The CONTRACTOR may not assign, transfer, convey, sublet or otherwise dispose of the Contract to any person or corporation without the prior consent of the OWNER in writing.

16. WAGE RATES AND PAYROLL RECORDS

a. Pursuant to the provisions of Section 220-A of the New York State Labor Law, as amended, CONTRACTOR and its subcontractors will be obligated to pay to all laborers, workmen and mechanics the applicable prevailing wage rates and supplements. Included in this Specification are the current applicable wage rates and supplements. CONTRACTOR shall at its sole expense, be responsible to pay any increased wage rates or additional supplements which may become applicable during the term of the Contract.

b. The CONTRACTOR shall submit weekly a copy of all payrolls to the OWNER. The

prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the CONTRACTOR indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the work he performed.

c. The CONTRACTOR shall make the records required under this clause available for inspection by authorized representatives of the OWNER and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

17. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through the 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 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.

Of the amount specified in Article I of the Agreement, _____dollars ($_____) of such amount, or _____ percent (_____%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name: _____

Award Number: _____

Award Year: _____

Name of Federal Agency: _____

Catalog of Federal Domestic
Assistance (CFDA) Number: _____

The Award [ ] is, [ ] is not, related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and 00/100 Dollars ($500,000.00) 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 Five Hundred Thousand and 00/100 Dollars ($500,000.00) 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, NY 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 the Agreement.

The County's right of inspection and audit pursuant to the 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 the Agreement.

18. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York.

19. UTILIZATION OF MINORITY (MBE) AND WOMEN'S (WBE) BUSINESS ENTERPRISES

a. It is the policy of the County that Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) be afforded opportunities to participate as Subcontractors on County projects. In furtherance of that policy, the County requires CONTRACTOR's to utilize their best efforts to achieve goals for MBE and WBE participation on all County projects. On this project, that goal is a combined participation of MBE firms on ten percent (10%) of the project and by WBE firms on two percent (2%) of the project. The successful Bidder on this project will be required to take various affirmative steps to achieve the participation goals set forth herein. Those affirmative steps, along with the Bid submission and Contract requirements, are described hereafter.

b. As part of the Bid submission, Bidders shall complete the Certification for Utilization of Minority and Women Business Enterprises, and upon written request of the County the Lowest Responsive Bidder shall provide to the OWNER, within five (5) days of the Bid date, a completed Subcontracting Plan. A copy of the certification for utilization form is included in this Document.

c. The CONTRACTOR shall agree to take the affirmative steps identified to afford opportunities for MBE and WBE firms on the project and will make his/her best efforts to meet the MBE/WBE participation goals established for this project.

1) The CONTRACTOR will be required to designate, in writing, an executive of

its company who will have overall responsibility for implementing the CONTRACTOR's MBE/WBE Utilization Plan.

2) The CONTRACTOR shall maintain records showing Subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. Upon written request of the County, the CONTRACTOR shall provide to the OWNER a completed MBE/WBE Monthly Report. A copy of the monthly report form is included in this Document.

3) The CONTRACTOR shall submit payment records that demonstrate payment 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 OWNER. A copy of the affidavit form to be utilized is included in this Document.

d. Upon written request of the County, the CONTRACTOR shall provide to the OWNER a MBE/WBE Utilization Plan. The Plan must identify, to the maximum extent possible, the MBE and WBE firms to be utilized by the CONTRACTOR. The OWNER's MBE/WBE Officer shall be responsible for reviewing the CONTRACTOR's Plan and for reviewing each Subcontractor's qualifications as an MBE or WBE. A copy of the utilization plan form is included in this Document.

1) The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the MBE/WBE firms identified in the Plan. The CONTRACTOR will be obligated, throughout the term of the Contract, to furnish to the OWNER copies of all subcontracts with MBE and WBE firms for Project work. Failure to provide a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of the CONTRACTOR's obligation and the OWNER shall have the right, at its discretion, to order the work suspended until the CONTRACTOR has complied with this provision. Any costs associated with or resulting from the suspension of work due to the CONTRACTOR's failure to comply with this provision shall be the CONTRACTOR's sole responsibility.

2) Any amendments to the Utilization Plan submitted by the CONTRACTOR must be approved by the OWNER, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms, changes in use of MBE/WBE firms or substitutions of MBE/WBE firms.

e. The CONTRACTOR shall be required to take the following affirmative steps to insure MBE/WBE participation on the project:

1) notify Minority or Women's Contractor Association of the subcontracting opportunities on the project prior to soliciting bids/quotations for such work;

2) advertise in Minority and Women's trade association newsletters with respect to subcontracting opportunities;

3) segment the project work to be subcontracted to the extent consistent with the size and capability of available MBE and WBE contractor’s; or

4) negotiate in good faith with MBE/WBE firms interested in performing work on the project (the CONTRACTOR shall be responsible for documenting all

such negotiations in order to demonstrate the unacceptability of any MBE/WBE firms which are not chosen to perform work on the project);

5) take positive action to substitute another MBE/WBE firm in the event an MBE/WBE Subcontractor is unable to perform subcontracted work as originally planned.

The CONTRACTOR's failure to take the affirmative steps listed herein shall constitute a default by the CONTRACTOR of the obligations under the Agreement. In the event of such a default by the CONTRACTOR, the OWNER shall be entitled to deduct from its final payment to the CONTRACTOR the percentage amount of the Contract that equals the CONTRACTOR's shortfall from the MBE/WBE participation goals for this project.

f. The State of New York maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below. A compilation of State certified MBE/WBE firms is available at the County Purchasing Office, Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614 or from Joseph Glasgow, Monroe County Division of Engineering and Facilities Management, CityPlace, 50 West Main Street, Suite 7100, Rochester, New York 14614-1228, Telephone: (585) 760-7534. Mr. Glasgow is available to assist prospective bidders in meeting the requirements of the County's MBE/WBE program.

g. The following terms are defined as follows:

1) *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.

2) *Women's Business Enterprise (WBE)* - an independent business completely or substantially owned, controlled and operated by one or more women.

3) *Independent* - demonstrably free from any control, domination or undue influence by individuals or businesses that are not intended to be primary beneficiaries of the MBE/WBE program.

4) *Business* - an entity capable of performing a commercially useful function, including management and supervision of the work.

5) *Owned, Controlled and Operated* - 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.

6) *Specified Minority Groups* - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.

7) *Socially and Economically Disadvantaged* - members of a group or an individual found to be so by the U.S. Small Business Administration under Section 8 (a) of the Small Business Act, as amended (15 USC Section 637a).

20. NOTICE OF JOB VACANCIES

a. The CONTRACTOR recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

b. The CONTRACTOR agrees to notify the County when the CONTRACTOR has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the CONTRACTOR has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualification (education and experience).

c. Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human & Health Services
Room 535, 691 St. Paul Street
Rochester, New York 14605
Telephone: (585) 530-3613
Fax: (585) 530-4506

d. The CONTRACTOR recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the CONTRACTOR to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the CONTRACTOR to hire an individual referred by or through the County shall be voluntary and based solely upon the CONTRACTOR's job requirements and the individual's qualifications for the job, as determined by the CONTRACTOR.

21. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall be in the business of regularly performing general sewer restoration with a minimum of three (3) years experience. Each bidder shall submit a Standard Contractor's Questionnaire with the bid. When specifically requested by the OWNER, a detailed financial and ownership statement shall be submitted by the apparent low bidder. The OWNER shall have the right to take such steps as he deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the OWNER all such information and data for this purpose as he may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the OWNER that the Bidder is qualified to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a Bidder's payment for the Bid Documents by the OWNER shall not be construed as pre-qualification of that Bidder.

22. 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.

23. 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.

END OF SECTION

PROPOSAL
SCHEDULED PAYMENT ITEMS

The following Scheduled Payment Items are the only payment items under this Contract. Payment to the CONTRACTOR will be based on multiplying the appropriate payment item unit price, times the quantity of the item. The payment items shall include all labor and materials, equipment, overhead, bonds, insurances, profit, and other contingencies; no separate or additional compensation will be made under this Contract unless otherwise hereinafter specified.

The quantities included in the Bid Proposal are approximate only and cannot be determined prior to issuance of a Work Order. The quantities are utilized solely for the purpose of establishing unit prices for the term of the Contract and for determining the Low Bidder. The quantities are not guaranteed nor promises given as to the work ordered during the term of the Contract.

Some Pay Items (401A, 401E, 401I, 401M, and 40Q.1) are provided with a minimum Unit Bid Price. If desired, higher prices may be submitted on the Bid by a clear strikeout of the printed minimum Unit Bid Price and total, insertion of the revised bid amount and total, and then initialization of the changes.

NOTES

(Note 1) The surface area ranges in the descriptions of Items 401A through 401Q.3, and Items 401T.1 through 401T.3 are the cumulative total area of pavement restoration at a single restoration location, or all restoration locations within a one-hundred and fifty (150) foot radius of any restoration location.

(Note 2) (A) For a single restoration location, or all restoration locations within a one hundred and fifty (150) foot radius of any restoration location, the minimum payment to be paid for each Payment Item, excluding Items 401R, 401S, 402I, 402K, 402L, 501A and 501B, regardless of quantity shall be Four Hundred Dollars ($400.00).
(B) For item **402A (Concrete sidewalk Restoration)**, a single concrete sidewalk restoration location, or multiple concrete sidewalk restoration locations within a one hundred and fifty (150) foot radius, regardless of quantity shall have a minimum payment to be paid fo Five Hundred Dollars ($500.00).

(Note 3) Where the OWNER determines that work is required which is not included in or covered by the Payment Item Schedule, the payment for this work shall be either the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work plus an added amount of fifteen (15) percent of the actual cost to cover the cost of general overhead and profit, or a negotiated price.

PAY ITEM	ITEM DESCRIPTION)	UNIT PRICE
401A	HEAVY DUTY PAVEMENT RESTORATION (LESS THAN 50 SQUARE FEET), PER SF	$9.20
401B.1	HEAVY DUTY PAVEMENT RESTORATION (50-149.9 SQUARE FEET), PER SF	$9.78

PAY ITEM	ITEM DESCRIPTION)	UNIT PRICE
401B.2	HEAVY DUTY PAVEMENT RESTORATION (150-249.9 SQUARE FEET), PER SF	$9.78
401C	HEAVY DUTY PAVEMENT RESTORATION (250-499.9 SQUARE FEET), PER SF	$8.05
401D	HEAVY DUTY PAVEMENT RESTORATION (500 SQUARE FEET AND GREATER), PER SF	$7.76
401E	MEDIUM DUTY PAVEMENT RESTORATION (LESS THAN 50 SQUARE FEET), PER SF	$9.20
401F.1	MEDIUM DUTY PAVEMENT RESTORATION (50-149.9 SQUARE FEET), PER SF	$8.05
401F.2	MEDIUM DUTY PAVEMENT RESTORATION (150-249.9 SQUARE FEET), PER SF	$8.05
401G	MEDIUM DUTY PAVEMENT RESTORATION (250-499.9 SQUARE FEET) ,PER SF	$8.05
401H	MEDIUM DUTY PAVEMENT RESTORATION (500 SQUARE FEET AND GREATER), PER SF	$8.05
401I	LIGHT DUTY PAVEMENT RESTORATION (LESS THAN 50 SQUARE FEET), PER SF	$8.00
401J.1	LIGHT DUTY PAVEMENT RESTORATION 50-149.9 SQUARE FEET), PER SF	$5.00
401J.2	LIGHT DUTY PAVEMENT RESTORATION (150-249.9 SQUARE FEET), PER SF	$5.00
401K	LIGHT DUTY PAVEMENT RESTORATION (250-499.9 SQUARE FEET), PER SF	$5.00
401L	LIGHT DUTY PAVEMENT RESTORATION (500 SQUARE FEET AND GREATER), PER SF	$5.00
401M	CONCRETE BASE PAVEMENT RESTORATION (LESS THAN 50 SQUARE FEET), PER SF	$9.00

PAY ITEM	ITEM DESCRIPTION)	UNIT PRICE
401N.1	CONCRETE BASE PAVEMENT RESTORATION (50-149.9 SQUARE FEET), PER SF	$8.00
401N.2	CONCRETE BASE PAVEMENT RESTORATION (150-249.9 SQUARE FEET), PER SF	$8.00
401O	CONCRETE BASE PAVEMENT RESTORATION (250-499.9 SQUARE FEET), PER SF	$8.00
401P	CONCRETE BASE PAVEMENT RESTORATION (500 SQUARE FEET AND GREATER), PER SF	$8.00
401Q.1	1½" TOP COURSE ASPHALT CONCRETE PAVEMENT RESTORATION IN AREAS OF COLD MILLING ONLY, (0-249.9 SQUARE FEET) PER SF	$1.60
401Q.2	1½" TOP COURSE ASPHALT CONCRETE PAVEMENT STORATION IN AREAS OF COLD MILLING ONLY, 50-499.9 SQUARE FEET)PER SF	$1.45
401Q.3	1½" TOP COURSE ASPHALT CONCRETE PAVEMENT RESTORATION IN AREAS OF COLD MILLING ONLY, (500 AND GREATER SQUARE FEET)PER SF	$1.45
401R	TEMPORARY PAVEMENT PATCH (ASPHALT) AS REQUIRED BY CORSCCD,PER SF	$2.01
401S	TEMPORARY PAVEMENT PATCH (CONCRETE) AS REQUIRED BY CORSCCD, PER SF	$3.00
401T.1	MISCELLANEOUS COLD MILLING OF ASPHALT CONCRETE (0-249.9 SQUARE FEET),PER SF	$2.15
401T.2	MISCELLANEOUS COLD MILLING OF ASPHALT CONCRETE, (250-499.9 SQUARE FEET)PER SF	$2.15
401T.3	MISCELLANEOUS COLD MILLING OF ASPHALT CONCRETE, (500 AND GREATER SQUARE FEET) PER SF	$2.15
402A	CONCRETE SIDEWALK RESTORATION, PER SF	$4.20
402B	CONCRETE DRIVEWAY RESTORATION, PER SF	$4.20

PAY ITEM	ITEM DESCRIPTION)	UNIT PRICE
402C	ASPHALT DRIVEWAY RESTORATION - LIGHT DUTY , PER SF	$4.10
402D	ASPHALT DRIVEWAY RESTORATION - MEDIUM DUTY, PER SF	$4.10
402E	RESET EXISTING BRICK PAVERS/STONE SIDEWALK, PER SF	$19.25
402F	CONCRETE CURBING RESTORATION, PER LF	$16.50
402G	NEW STONE CURBING RESTORATION, PER LF	$37.00
402H	RESET EXISTING STONE CURBING, PER LF	$12.00
402I	TURF RESTORATION, PER SF	$ .68
402J	CONCRETE GUTTER RESTORATION, PER LF	$21.00
402K	PAVEMENT STRIPE, PER LF	$1.50
402L	PAVEMENT LETTER/SYMBOL, EACH	$15.00
501A	DOWNTIME (DIRECTED BY THE OWNER), PER HOUR	$65.00
501B	MOBILIZATION (DIRECTED BY THE OWNER), PER HOUR	$65.00

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:_____

Contract Number:_____

Vendor:_____

Please rank the vendor performing the contract specified on a scale from “1" to “10" with “1' being poor, “5" average and “10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:_____

Title:_____

Agency:_____

Telephone: _____ Fax: _____

E-mail:_____

Please submit this survey to Monroe County Purchasing.