



CONTRACT DATA SHEET

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

TITLE: PRECAST CONCRETE STRUCTURES & RISERS

CONTRACT #: 0313-12 (4700006888)

CONTRACT DATES: 04/18/12 – 04/30/15

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): KISTNER CONCRETE PRODUCTS, INC.
8713 READ ROAD
P.O. BOX 218
EAST PEMBROKE, NY 14056

PHONE: (585) 762-8216
FAX: (585) 762-8315

QUALIFIED BIDDER:

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

METHOD OF AWARD:

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

CONTRACT TERM:

Contract will start with the date of the contract award and run through **April 30, 2013**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

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

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **fourteen (14) days [sixty (60) days** for Pre-Cast Concrete Cover for Drop Inlet] after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

PURCHASE ORDER ISSUANCE:

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

**BILLING
PROCEDURE:**

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

**WARRANTY/
GUARANTEE:**

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

**UNCONTEMPLATED
PURCHASES:**

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

SUBCONTRACT:

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

RELATED ITEMS:

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

**REPORT OF
PURCHASE:**

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

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

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

ITEM PRECAST CONCRETE DRAINAGE UNITS (TYPE A & S):

DESCRIPTION:

Provide precast drainage inlets of the sizes and configurations as listed in the specification.

MATERIAL REQUIREMENT:

The material requirements shall be as specified in Section 706-04 of the New York State Specifications as shown on the NYSDOT standard sheets 604 Series and in the attached MCDOT detail.

MCDOT Type A Precast Concrete 24" X 24" inside dimensions with knockouts as required, and 21, 24", 30", and 36" inside depth as required.

NYSDOT Type S Precast Concrete 24" X 32" inside dimensions with knockouts as required, and 24", 30", and 36" inside depth as required.

Both types precast concrete drainage units shall be fully coated (interior and exterior) with two coats of Koppers super service black bituminous coating or equal.

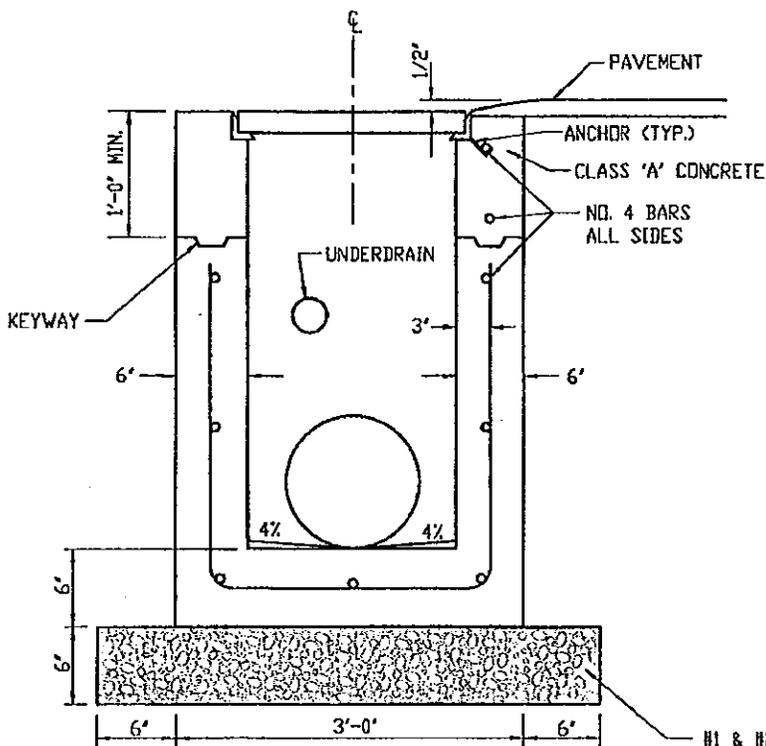
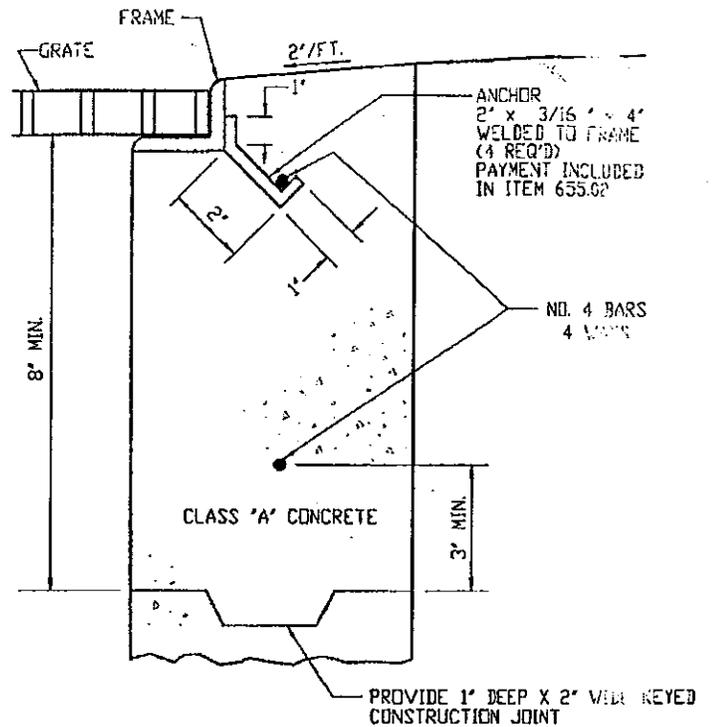
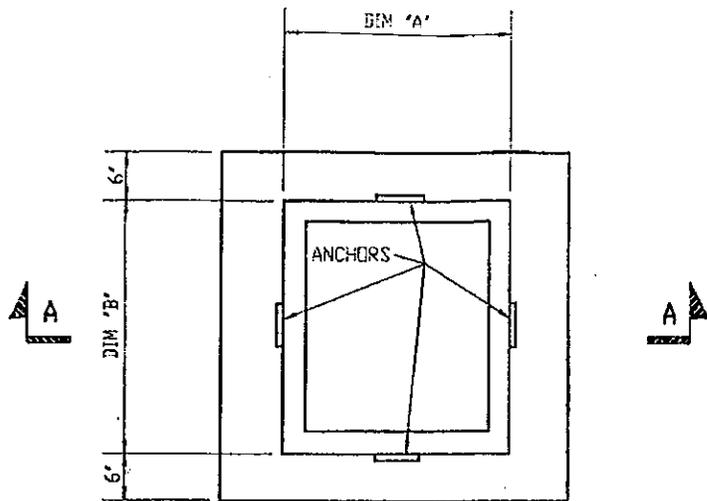
BASIS OF BID:

The unit price bid shall be for each, including all cost of furnishing and delivering the unit F.O.B. to any point in Monroe County within 14 days of receipt of order.

BASIS OF PAYMENT:

Payment will be made under:

<u>Description</u>	<u>Pay Unit</u>
MCDOT Type A Precast Concrete Drainage Unit (24"x 24"x 21" ID)	Ea.
MCDOT Type A Precast Concrete Drainage Unit (24"x 24"x 24" ID)	Ea.
MCDOT Type A Precast Concrete Drainage Unit (24"x 24"x 30" ID)	Ea.
MCDOT Type A Precast Concrete Drainage Unit (24"x 24"x 36" ID)	Ea.
MCDOT Type S Precast Concrete Drainage Unit (24" x 32" x 24" ID)	Ea.
MCDOT Type S Precast Concrete Drainage Unit (24" x 32" x 30" ID)	Ea.
MCDOT Type S Precast Concrete Drainage Unit (24" x 32" x 36" ID)	Ea.



TYPE	DIM 'A'	DIM 'B'
MCDOT A	24'	24'
NYSDDOT S	24'	32'

NOTES:

1. REINFORCEMENT SHALL HAVE A COVER OF 2" UNLESS OTHERWISE SHOWN. THE COST OF ALL BAR REINFORCEMENT SHALL BE INCLUDED IN THE PRICE BID FOR DROP INLETS. ALL BAR REINFORCEMENT IN THE PRE-CAST STRUCTURE SHALL BE ACCORDING TO NYSDDOT STANDARD SHEET 604-0.
2. EXTERIORS OF ALL DROP INLETS TO BE COATED WITH TWO COATS OF HIGH BUILD COAL TAR PAINT. AFTER INSTALLATION IS COMPLETE AND THE BENCH IS INSTALLED, THE INTERIOR OF ALL DROP INLETS SHALL BE COATED WITH TWO COATS OF EPOXY RESIN DAMP PROOFING.
3. STEPS WILL NOT BE ALLOWED.

#1 & #2 CRUSHED STONE BEDDING
 COST TO BE INCLUDED IN BID PRICE
 FOR THE DRAINAGE STRUCTURE.

DROP INLETS FOR MATERIAL BID

NOT TO SCALE

ITEM PRECAST CONCRETE RISERS FOR TYPE A & S DROP INLETS:

DESCRIPTION:

Provide Precast Concrete Risers for MCDOT Type A (24" Sq.) & NYSDOT Type S Drop Inlets.

MATERIAL REQUIREMENT:

The material requirements shall be as specified in Section 706-04 of the New York State Specifications as shown on the NYSDOT standard sheets 604 Series and in the attached MCDOT detail. All concrete used shall meet a standard of 4000 psi compressive strength after 28 days, with air entrainment. Number 4 rebars shall be utilized having an outside cover of 3 inches. **The risers shall be fully coated (interior and exterior) with two coats of Koppers super service black bituminous coating or equal.**

Dimensions

The dimension of the precast concrete risers for MCDOT **type A** drop inlet shall be as follows:

- a. Inside dimension = 24" X 24".
- b. Outside dimension = 36" X 36".
- c. Risers to be supplied shall be 6", 8", 12", and 18" heights.

The dimension of the precast concrete risers for NYSDOT **type S** drop inlet shall be as follows:

- a. Inside dimension = 24" X 32".
- b. Outside dimension = 36" X 44".
- c. Risers to be supplied shall be 6", 8", and 12" heights.

BASIS OF BID:

The unit price bid shall be for each, including all cost of furnishing and delivering the unit F.O.B. to any point in Monroe County within 14 days of receipt of order.

BASIS OF PAYMENT:

<u>Description</u>	<u>Pay Unit</u>
Precast Concrete Drainage Unit Riser 6" for MCDOT Type A Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 8" for MCDOT Type A Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 12" for MCDOT Type A Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 18" for MCDOT Type A Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 6" for MCDOT Type S Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 8" for MCDOT Type S Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 12" for MCDOT Type S Drainage Inlet	Ea.

**BP#0313-12
 PRECAST CONCRETE STRUCTURES & RISERS**

UNIT PRICE SHEET

DRAINAGE STRUCTURES		
MATERIAL	<u>UOM</u>	<u>UNIT PRICE</u>
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 21" ID)	Each	\$209.07
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 24" ID)	Each	\$230.08
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 30" ID)	Each	\$271.05
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 36" ID)	Each	\$312.03
MCDOT Type S Precast Concrete Drainage Unit (24" x 32" x 24" ID)	Each	\$260.55
MCDOT Type S Precast Concrete Drainage Unit (24" x 32" x 30" ID)	Each	\$308.88
MCDOT Type S Precast Concrete Drainage Unit (24" x 32" x 36" ID)	Each	\$357.20
Precast Concrete Drainage Unit Riser 6" for MCDOT Type A Drainage Inlet	Each	\$112.41
Precast Concrete Drainage Unit Riser 8" for MCDOT Type A Drainage Inlet	Each	\$129.22
Precast Concrete Drainage Unit Riser 12" for MCDOT Type A Drainage Inlet	Each	\$137.63
Precast Concrete Drainage Unit Riser 18" for MCDOT Type A Drainage Inlet	Each	\$152.34
Precast Concrete Drainage Unit Riser 6" for MCDOT Type S Drainage Inlet	Each	\$123.97
Precast Concrete Drainage Unit Riser 8" for MCDOT Type S Drainage Inlet	Each	\$136.58
Precast Concrete Drainage Unit Riser 12" for MCDOT Type S Drainage Inlet	Each	\$147.08