



# CONTRACT DATA SHEET

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

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**TITLE:** CONCRETE MIXES DELIVERED

**CONTRACT #:** BP#0414-18 (4700007454)

**CONTRACT DATES:** 04/27/2018 – 04/30/21

**BUYER:** Sean Wilcox  
**PHONE:** 585/753-1136

**VENDOR(S):** Manitou Concrete  
1260 Jefferson Road  
Rochester, NY 14623  
(4700007454)

## TERMS AND CONDITIONS

**BID ITEM:**

CONCRETE MIXES DELIVERED

**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.

Sharon Berndt  
Monroe County Division of Purchasing  
200 County Office Building  
39 West Main Street  
Rochester, NY 14614  
Email: [sberndt@monroecounty.gov](mailto:sberndt@monroecounty.gov)

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Wednesday, April 18, 2018**.

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 **Friday, April 20, 2018**.

**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** coverage or proof that they are exempt if awarded the contract.

**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.

**METHOD OF  
AWARD:**

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

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through **May 31, 2019**, 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 **twenty four (24) hours** 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/  
AGUARANTEE:**

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

**UNCONTEMPLATED  
PURCHASES:**

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

**SUBCONTRACT:**

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

**RELATED ITEMS:**

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

**REPORT OF  
PURCHASE:**

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

**OTHER AGENCIES:**

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

**INDEMNIFICATION:**

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

**ITEM \_\_\_\_\_ CONCRETE FOR STRUCTURES**

**DESCRIPTION:**

Furnish and deliver Portland cement concrete material, as specified, F.O.B. to any point in Monroe County on 24 hour notice.

**MATERIAL REQUIREMENT:**

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 500, latest revision, for Portland cement concrete material. The plant, equipment and materials shall be NYSDOT approved.

**BASIS OF AWARD:**

Award will be based upon the lowest bid for each material type bid. The bid price shall include delivery and the 1<sup>st</sup> hour of on site waiting time.

Excess waiting time is defined as any on site waiting time in excess of 1 hour, and shall be paid at the bid price (\$/minute).

**METHOD OF MEASUREMENT:**

The quantity of material to be paid for shall be measured by the cubic yard delivered.

The following options (if requested) will be paid at the following fixed unit prices as indicated in the award documents:

<b>Item</b>	<b>Price</b>
Heat	\$10/CY
Small Load Charge	See tier schedule per UPS
Retarder	\$4/CY
High Early	\$8/CY
DCI	\$10/CY
Excess waiting time	\$1/Min.

**BASIS OF PAYMENT:**

Payment will be made under:

<b>Item No.</b>	<b>Item Description</b>	<b>Pay Unit</b>
	Concrete for Structures Class A	CY
	Concrete for Structures Class D	CY

**ITEM \_\_\_\_\_ CONTROLLED LOW STRENGTH MATERIAL:****DESCRIPTION:**

Furnish and deliver controlled low strength material, F.O.B. to any point in Monroe County on 24 hour notice.

**MATERIAL REQUIREMENT:**

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 204, controlled low strength material, latest revision. The plant, equipment and materials shall be NYSDOT approved.

**BASIS OF AWARD:**

Award will based upon the lowest bid for each material type bid. The bid price shall include delivery and the 1<sup>st</sup> hour of on-site waiting time.

Excess waiting time is defined as any on site waiting time in excess of 1 hour, and shall be paid at the bid price (\$/minute).

**METHOD OF MEASUREMENT:**

The quantity of material to be paid for shall be measured by the cubic yard delivered.

**BASIS OF PAYMENT:**

Payment will be made under:

<b>Item No.</b>	<b>Item Description</b>	<b>Pay Unit</b>
	Controlled Low Strength Material	CY

**ITEM \_\_\_\_\_ FLOWABLE FILL (PURE WATERS BLEND)**

**DESCRIPTION:**

The work shall consist of furnishing and placing a cementitious, flowable, low strength slurry backfill as shown on the plans or as directed by the Engineer, in writing, and in accordance with this Specification.

**MATERIAL REQUIREMENT:**

Portland Cement - Type I or II - ASTM C-150.

Water - Potable.

Fly Ash - Shall be tested for toxicity pursuant to a testing protocol approved by the New York State Department of Environmental Conservation (NYSDEC). The Engineer shall be provided with a copy of documentation issued by the supplier, confirming conformance with applicable NYSDEC rules and regulations. Fly Ash shall conform to the chemical and physical requirements for mineral admixture for Class F and/or Class C as listed in ASTM C-618, including Table 2 (except footnote A). The loss of ignition shall be waived.

Crushed Glass Aggregate - Shall be used in flowable mixtures purchased by Monroe County Pure Waters. Flowable Fills using crushed glass aggregate shall typically contain 500 to 1000 lbs. (15% - 30% of total mixture by weight) of crushed glass aggregate. The maximum size of crushed glass aggregate shall be 100% passing the 3/8" sieve.

Chemical admixtures - Shall be liquid or in powdered form that are used for standard ready mixed concrete production unless specifically designed for a flowable fill (i.e. high air generators).

**MONROE COUNTY PURE WATERS BLEND FOR FLOWABLE FILL WITH CRUSHED GLASS:**

85# Portland Cement ASTM C-150.

1450# Fly Ash ASTM C-618 Class F (loss of ignition waived).

700# Crushed Glass processed by Monroe County Recycling Center and/or Monroe County Fleet Center

Compressive strength 50 - 150 PSI @ 28 days.

**CONSTRUCTION DETAILS:**

Prior to mixing any flowable fill back fill material, the Contractor shall submit to the Engineer, a mix design and laboratory test results or historical test data from previous projects using a

**ITEM \_\_\_\_\_ FLOWABLE FILL (PURE WATERS BLEND)**

similar flowable fill mixture. Test results shall show source and type (or Class) of materials, batch proportions and conformance to the strength requirements.

All equipment for this work shall be subject to the approval of the Engineer at all times. The plant shall be either a continuous or batch type plant, designed to proportion either by weight or by volume, such that a uniform mix will result.

Prior to placement, the operator shall insure a thorough and uniform mix, by mixing at the plant or in transit.

If prepared at a continuous plant, the mix may be transported in open-top haul units when the material can be placed within 30 minutes at the completion of mixing. Material placed in excess of 30 minutes after the completion of mixing shall be transported in rotating drum type units capable of 2-6 rpm.

The method of placing the flowable fill shall be as approved by the Engineer.

The flowable fill shall be accepted on the basis of inspection and approval by the Engineer.

**METHOD OF MEASUREMENT:**

Award will based upon the lowest bid for each material type bid. The bid price shall include delivery and the 1<sup>st</sup> hour of on-site waiting time.

A small load is defined as an order of less than 4 Cubic Yards.

Excess waiting time is defined as any on site waiting time in excess of 1 hour, and shall be paid at the bid price (\$/minute).

**BASIS OF PAYMENT:**

Payment will be made under:

<b>Item No.</b>	<b>Item Description</b>	<b>Pay Unit</b>
	Flowable Fill (Pure Waters Blend) CY	



**2018 Contract 0414-18**

**ITEM    CONCRETE MIXES DELIVERED**

ITEM #	MATERIAL	UNIT	UNIT PRICE
	Concrete for Structures Class A	CY	\$ 124.75
	Concrete for Structures Class D	CY	\$ 129.00
	Controlled Low Strength Material	CY	\$ 92.25
	Flowable Fill (Pure Waters Blend)	CY	\$ 85.50
<b>ADDITIONAL ITEMS TO BE ADDED TO THE ABOVE BID PRICES (Fixed Price)</b>			
	Heat	CY	<b>\$10/CY</b>
	Small Load Charge 5.0-5.5 CY	LOAD	<b>\$65/LOAD</b>
	Small Load Charge 4.0-4.5 CY	LOAD	<b>\$90/LOAD</b>
	Small Load Charge 3.0-3.5 CY	LOAD	<b>\$120/LOAD</b>
	Small Load Charge 2.0-2.5 CY	LOAD	<b>\$150/LOAD</b>
	Retarder	CY	<b>\$4/CY</b>
	High Early	CY	<b>\$8/CY</b>
	DCI	CY	<b>\$10/CY</b>
	Excess waiting time	Min.	<b>\$1 / Min</b>

Additional Items:

Class K Concrete

\$127.50/CY

Class C Concrete

\$124.75/CY