



# CONTRACT INFO SHEET

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

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**DATE:** April 3, 2025

## CONTRACT EXTENSION

**BID TITLE:** CONCRETE MANHOLES, CATCH BASINS & RELATED ITEMS

**BID PROJECT:** 0310-21 (7700000058)

**CONTRACTOR:** KISTNER CONCRETE PRODUCTS INC  
PO BOX 218  
EAST PEMBROKE, NY 14056

**CHANGE AS FOLLOWS:** CONTRACT HAS BEEN EXTENDED THROUGH MARCH 31, 2026.  
  
THE APPROVED REQUESTED PRICE INCREASE IS EFFECTIVE AS  
OF APRIL 1, 2025.

SEAN WILCOX  
BUYER

xc: BP FILE  
BUYER  
VENDOR

## **TERMS AND CONDITIONS**

**BID ITEM:** CONCRETE MANHOLES, CATCH BASINS AND RELATED ITEMS

**FOR:** Department of Environmental Services

**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](mailto:swilcox@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 **Monday, March 22, 2021**.

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 **Tuesday, March 23, 2021**.

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

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

**SUBMITTAL OF FORMAL PROPOSAL:** Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit [www.wcb.ny.gov](http://www.wcb.ny.gov) for forms.)

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

**QUANTITIES:**

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

**BRAND REFERENCE:**

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

**QUALIFIED BIDDER:**

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

**METHOD OF  
AWARD:**

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

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through **March 31, 2022**, 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 **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER  
ISSUANCE:**

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

**BILLING  
PROCEDURE:**

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

**WARRANTY/  
GUARANTEE:**

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

**UNCONTEMPLATED  
PURCHASES:**

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

**SUBCONTRACT:**

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

**RELATED ITEMS:**

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

**REPORT OF  
PURCHASE:**

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

**OTHER AGENCIES:**

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

**INDEMNIFICATION:**

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

**EQUAL PAY  
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

**CONCRETE MANHOLES, CATCH BASINS AND RELATED ITEMS**

**SPECIFICATIONS**

**1.0 GENERAL**

**1.01 SCOPE:**

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide concrete manholes, catch basins and related items. It is the intent of these specifications to describe concrete manholes, catch basins and related items suitable for use at sites throughout the County. The units bid shall be new and unused.

**1.02 CODES/STANDARDS:**

The Contractor shall comply with the following codes and standards.

- A. OSHA - Occupational Safety & Health Act.
- B. ASTM - American Society for Testing & Materials.
- C. ANSI - American National Standards Institute.
- D. Applicable state and local regulations and standards.

**2.00 EQUIPMENT SPECIFICATIONS:**

The concrete manholes, catch basins and related items shall meet the following minimum requirements:

- A. All catch basins, manhole bases, risers, flat slab covers and grade rings shall be designed in accordance with (ASTM C-478) and to withstand the equivalent of an (H-20) high loading.
- B. All catch basins, manhole bases, risers, flat slab covers and grade rings lifting hooks or eyes installed at the time of manufacture. Lifting eyes shall be Dayton Superior (Swift lift) or County-approved equal. Two ton eyes shall be used with 4' diameter manholes and catch basins. Four ton eyes shall be used with 5' diameter manholes.
- C. All manhole bases and riser sections shall be supplied with steps installed on twelve (12) inch centers. Steps shall be Neehah R-1 982-F, Syracuse Casting 2588-1, New Jersey Aluminum F-I 4-2- B, M.A. Industries #PS-2-PF or County-approved equal.

- D. Delivered prices for all supplies shall include delivery within Monroe County and unloading at delivery site.
- E. All items, except manhole bases with cast-in-place rubber compression seals, must be available within forty-eight (48) hours, coated inside and out with Koppers Super Service Black (or County- approved equal). Manhole bases with rubber compression seals must be available within seven (7) calendar days and coated on the outside only with Koppers super service black (or County-approved equal).
- E. Manhole bases, risers and top slabs shall have a bell and spigot configuration that join together and use a neoprene gasket conforming to (ASTM C-443) as a flexible joint sealer.

**BP#0310-21**  
**CONCRETE MANHOLES, CATCH BASINS AND RELATED**  
**UNIT PRICE SHEET (as of April 1, 2025)**

Item #	Material Master	Description	Size	Unit Price
10		48" precast concrete risers conforming to ASTM C-478 with joints conforming to ASTM-443 coated inside and out with Koppers Super Service Black (Wgt. 800 lbs.)	1'	\$ 394.29
20		48" precast concrete risers conforming to ASTM C-478 with joints conforming to ASTM-443 coated inside and out with Koppers Super Service Black (Wgt. 1600 lbs.)	2'	\$ 440.23
30		48" precast concrete risers conforming to ASTM C-478 with joints conforming to ASTM-443 coated inside and out with Koppers Super Service Black (Wgt. 2400 lbs.)	3'	\$ 660.36
40		60" precast concrete risers conforming to ASTM C-478 with joints conforming to ASTM-443 coated inside and out with Koppers Super Service Black (Wgt. 2480 lbs.)	2'	\$ 658.75
50		Type "B" Risers, 12" (Wgt. 1101 lbs.)		\$ 348.39
60		Type "B" Risers, 18" (Wgt.1651 lbs.)		\$ 380.06
70		48" precast manhole base conforming to ASTM C-478 with a joint conforming to ASTM C-443 coated on the outside with Koppers Super Service Black (Wgt. 3400 lbs.)	2'	\$ 832.94
80		48" precast manhole base conforming to ASTM C-478 with a joint conforming to ASTM C-443 coated on the outside with Koppers Super Service Black (Wgt. 4600 lbs.)	3'6"	\$ 1137.00
90		60" precast manhole base conforming to ASTM C-478 with a joint conforming to ASTM C-443 coated on the outside with Koppers Super Service Black (Wgt. 5280 lbs.)	2'	\$ 1282.69
100		48" precast manhole flat slab top conforming to ASTM C-478 coated inside & out with Kopper Super Service Black (Wgt. 1960 lbs.)		\$ 478.23



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Item #	Material Master	Description	Size	Unit Price
110		60" precast manhole flat slab top conforming to ASTM C-478 coated inside & out with Kopper Super Service Black (Wgt. 2800 lbs.)		\$ 679.35
120		48" rubber ring seal gaskets for top slabs risers and bases conforming to ASTM C-443		\$ 47.78
132		Reinforced 3" concrete grade ring 24" ID, 40" OD (Wgt. 3400 lbs.)		\$ 71.21
140		Precast concrete catch basin, 24" x 24" inside dimensions, 36" square x 30" high (includes 6" base); reinforced with #4 rebar and 12" on center (both directions) 3" x 6" 4 gauge wire mesh on each side; range of openings from 6" on up, as needed at no additional charge. Concrete 4,000 psi. Basin to be coated inside and out with Koppers Super Service Black (Wgt. 2200 lbs.)		\$ 603.33
150		Precast concrete catch basin, 24" x 24" inside dimensions, 36" square x 21" high (includes 6" base); reinforced with #4 rebar and 12" on center (both directions) 3" x 6" 4 gauge wire mesh on each side; range of openings from 6" on up, as needed at no additional charge. Concrete 4,000 psi. Basin to be coated inside and out with Koppers Super Service Black (Wgt. 1600 lbs.)		\$ 761.69
160		Precast concrete catch basin, 24" x 24" inside dimensions, 36" square x 18" high (includes 6" base); reinforced with #4 rebar and 12" on center (both directions) 3" x 6" 4 gauge wire mesh on each side; range of openings from 6" on up, as needed at no additional charge. Concrete 4,000 psi. Basin to be coated inside and out with Koppers Super Service Black (Wgt. 1450 lbs.)		\$ 761.69
170		Precast concrete catch basin, 24" x 24" inside dimensions, 36" square x 24" high (includes 6" base); reinforced with #4 rebar and 12" on center (both directions) 3" x 6" 4 gauge wire mesh on each side; range of openings from 6" on up, as needed at no additional charge. Concrete 4,000 psi. Basin to be coated inside and out with Koppers Super Service Black (Wgt. 1450 lbs.)		\$ 761.69

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Item #	Material Master	Description	Size	Unit Price
180		Catch basin, 24" x 32" x 24" deep, Type S, coated inside and out with Koppers Super Service Black (Wgt. 3700 lbs.)		\$ 913.72
185		Catch basin, 19" x 32.5" x 18" deep special basin, Type B, coated outside only		\$ 690.39
190		Riser rings for above catch basins 36" square x 6" high with 24" square inside dimensions; reinforced with #4 rebar (Wgt. 370 lbs.)		\$ 261.28
200		Riser rings for above catch basins 36" square x 12" high with 24" square inside dimensions; reinforced with #4 rebar (Wgt. 740 lbs.)		\$ 356.29
210		Type B precast receiving basin with 2" x 3" keyway 32-1/2" x 18-15/16" x 36" high, 8" diameter openings at center of 18-15/16" wall tape bottom 3" on the floor; invert on longer side of 8" outlet pipe; 12" diameter hole in center of longer wall, recess 2" from top of floor; Class A concrete 4,000 psi; steel reinforcement #4 rebar 12" O.C. (both directions) (Wgt. 3829 lbs.)		\$ 633.41
220		3' x 5' Communications splice box (Qty 0-7) Electrical/Communications Manhole (Wgt. 6000 lbs.)		\$ 1416.43
230		3' x 5' Communications splice box (Qty 7 & Up) Electrical/Communications Manhole (Wgt. 6000 lbs.)		\$ 1416.43
240		30" x 30" Communication Handhole, Type 1 (Wgt. 3600 lbs.)		\$ 867.31
250		Short Load Charge (Order weight less than 54,000 lbs.)		\$ 432.00
255		Full Load Charge		\$ 432.00
260		6' X 12' Concrete Roof Slab		\$ 3068.28

## **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.