



CONTRACT INFO SHEET

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

DATE: March 19, 2025

CONTRACT EXTENSION

BID TITLE: CONCRETE MIXES DELIVERED

BID PROJECT: 0419-21 (7700000070)

CONTRACTOR: HEIDELBERG MATERIALS NORTHEAST – NY LLC
6895 ELLICOTT STREET
PAVILION, NY 14525

CHANGE AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH FEBRUARY 28, 2026.

THE REQUESTED PRICE INCREASES WERE APPROVED. THE NEW PRICE IS ATTACHED. THE NEW PRICES ARE EFFECTIVE MARCH 1, 2025.

SEAN WILCOX
BUYER

xc: BP FILE
BUYER
VENDOR

TERMS AND CONDITIONS

BID ITEM:

CONCRETE MIXES DELIVERED

FOR:

Department of Transportation

BUYER 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. (12:00 PM Eastern Standard Time) on **Thursday, May 13, 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 **Friday, May 14, 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 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.

METHOD OF AWARD:

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by group or item, depending on whichever method results in the lowest overall cost to the County.** **Separate awards will be considered when in the County's best interests to do so, such as when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every item included in the bid. **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 **February 28, 2022**, with the option to renew the contract up to **four (4)** additional twelve (12) month periods with the mutual consent of both parties.

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.**

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.

DELIVERY:

Delivery to be **F.O.B. destination as specified by 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 goods 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.

BP#0419-21
SPECIFICATIONS

ITEM 1-5: CONCRETE FOR STRUCTURES & CONTROL LOW STRENGTH MATERIAL

DESCRIPTION:

Furnish and deliver Portland cement concrete material, as specified, 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.

Materials are to be in accordance with NYSDOT Section 700 Materials Details:

CONCRETE CLASS OPTIONS	
Concrete Class	Allowable Class Options
A	C, E, F ¹ , H or HP
C	HES ²
D	DP
Controlled Low Strength Material (CLSM)	CLSM ³

Notes:

1. Regional Director approval required for pavement applications, including approach slabs. D.C.E.S. approval required for structural or deck applications. May not be used in mass placements, or as a substitute for class A in Sign Structure, Signal Pole, and Luminary Foundations.
2. The requirements of §502-2.01 and §502-2.02 apply
3. **Controlled Low Strength Material (CLSM)** self-consolidating cementitious mixture that is intended to result in a compressive strength of 1200 psi (8.3 MPa) or less. (Also known as: flowable fill, unshrinkable fill, controlled density fill, flowable mortar, plastic soil-cement, and soil-cement slurry)

Concrete Class K

Concrete Class	Cement (pounds per cubic yard)	Percent Air Content	Slump Range (inches)	Type of Coarse Aggregate	Minimum 28 day psi	Primary Use
K	564	5 to 7%	3 to 4 inches	CA 4	3,500 psi	general purpose

Criteria are given for design information and data is based on fine aggregate fineness modulus of between 2.50 and 3.00. Mixture proportions are to be determined using actual conditions for fineness modulus and bulk specific gravities (saturated surface dry for aggregates).

BASIS OF AWARD:

Award will be based upon the Method of Award according to the Terms and Conditions. **The bid price shall include delivery and the 1st hour of on-site waiting time.**

BP#0419-21
SPECIFICATIONS

ITEM 1-5: CONCRETE FOR STRUCTURES & CONTROL LOW STRENGTH MATERIAL

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:

ADDITIONAL ITEMS TO BE ADDED TO THE ABOVE BID PRICES (Fixed Price)		
Heat	CY	\$10/CY
Small Load Charge 5.0 - 5.5 CY	LOAD	\$65/LOAD
Small Load Charge 4.0 - 4.5 CY	LOAD	\$90/LOAD
Small Load Charge 3.0 - 3.5 CY	LOAD	\$120/LOAD
Small Load Charge 2.0 - 2.5 CY	LOAD	\$150/LOAD
Retarder	CY	\$4/CY
High Early	CY	\$8/CY
DCI	CY	\$10/CY
Excess waiting time	Min.	\$1 / Min

A small load is defined as an order of less than 5.5 – 2.0 Cubic Yards.

BASIS OF PAYMENT: Payment will be made under:

ITEM	DESCRIPTION	UNIT
1	NYSDOT Class A Concrete	CY
2	NYSDOT Class C Concrete	CY
3	NYSDOT Class D Concrete	CY
4	Monroe Co. - Class K Concrete	CY
5	Controlled Low Strength Material (CLSM)	CY

ITEM CONCRETE MIXES DELIVERED**BP0419-21** as of March 1, **2025****Contract # 7700000070**

ITEM #	MATERIAL / DESCRIPTION	UNIT	UNIT PRICE	VENDOR
1	NYSDOT Class A Concrete	CY	\$ 190.92	Heidelberg Materials Northeast-NY LLC
2	NYSDOT Class C Concrete	CY	\$ 190.92	Heidelberg Materials Northeast-NY LLC
3	NYSDOT Class D Concrete	CY	\$ 204.09	Heidelberg Materials Northeast-NY LLC
4	Monroe Co. - Class K Concrete (<i>City of Rochester Mix</i>)	CY	\$ 190.92	Heidelberg Materials Northeast-NY LLC
5	Controlled Low Strength Material (CLSM)	CY	\$ 157.43	Heidelberg Materials Northeast-NY LLC

ADDITIONAL ITEMS TO BE ADDED TO THE ABOVE BID PRICES (Fixed Price)		
Heat	CY	\$10/CY
Small Load Charge 5.0 - 5.5 CY	LOAD	\$65/LOAD
Small Load Charge 4.0 - 4.5 CY	LOAD	\$90/LOAD
Small Load Charge 3.0 - 3.5 CY	LOAD	\$120/LOAD
Small Load Charge 2.0 - 2.5 CY	LOAD	\$150/LOAD
Retarder	CY	\$4/CY
High Early	CY	\$8/CY
DCI	CY	\$10/CY
Excess waiting time	Min.	\$1 / Min

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.