



# CONTRACT INFO SHEET

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

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**DATE:** August 12, 2024

## CONTRACT EXTENSION

**BID TITLE:** PRECAST CONCRETE STRUCTURES, DRAINAGE UNITS & RISERS  
(TYPE A & S)

**BID PROJECT:** 0510-21 (7700000076)

**CONTRACTOR:** LAKELANDS CONCRETE PRODUCTS INC  
7520 EAST MAIN STREET  
LIMA, NY 14485-9731

**CHANGE AS FOLLOWS:** CONTRACT HAS BEEN EXTENDED THROUGH JUNE 30, 2025.

THE REQUESTED PRICE INCREASES ARE ACCEPTED AND A NEW  
PRICE LIST IS ATTACHED. THE NEW PRICES ARE EFFECTIVE  
JULY 1, 2024.

SEAN WILCOX  
BUYER

xc: BP FILE  
VENDOR

## **TERMS AND CONDITIONS**

<b><u>BID ITEM:</u></b>	PRECAST CONCRETE STRUCTURES, DRAINAGE UNITS & RISERS
<b><u>FOR:</u></b>	Department of Transportation
<b><u>PURCHASING CONTACT:</u></b>	<p>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.</p> <p>Sean Wilcox Monroe County Division of Purchasing 39 West Main Street Room 200 Rochester, NY 14614 Email: <a href="mailto:swilcox@monroecounty.gov">swilcox@monroecounty.gov</a></p> <p>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 <b><u>Wednesday May 26, 2021</u></b>.</p> <p>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 <b><u>Friday, May 28, 2021</u></b>.</p>
<b><u>DUPLICATE COPIES:</u></b>	<b><u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u></b>
<b><u>BID INFORMATION:</u></b>	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.
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Workers' Compensation and Disability Benefits Insurance</b> coverage or <b>PROOF</b> that they are exempt. (Visit <a href="http://www.wcb.ny.gov">www.wcb.ny.gov</a> for forms.)</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	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. <b>Only formal written addenda can materially alter this set of specifications.</b> 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 **June 30, 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.

## 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, and as detailed and dimensioned on the attached MCDOT detail.

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

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

**Both types precast concrete drainage units shall be fully coated (interior and exterior) with two coats of a high build coal tar paint/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 Award:** The award of the drainage units and risers will be to one vendor for all items. The award of the contract will be based on the sum total of the unit prices of all the precast drainage and risers prices as shown on the bid price sheet.

### **BASIS OF PAYMENT:**

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

## 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, and be constructed with a keyway to fit the MCDOT Type A and NYSDOT Type S drop inlet dimensions shown on 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 high coal tar paint 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.

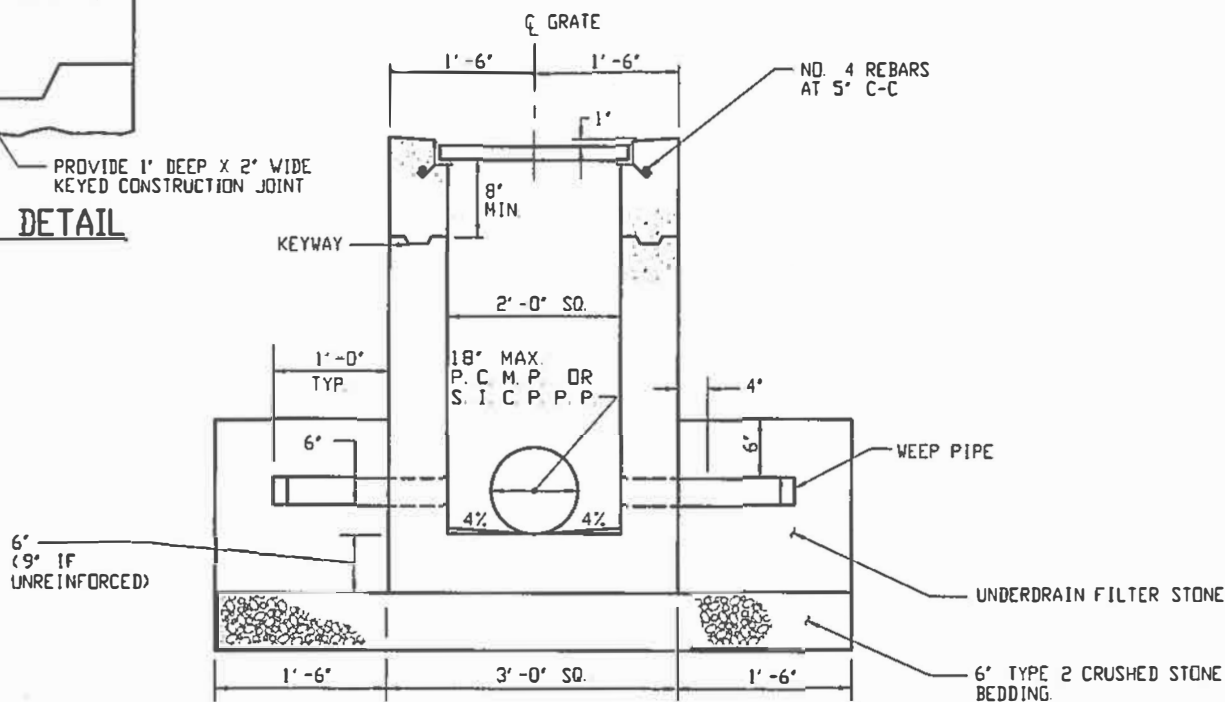
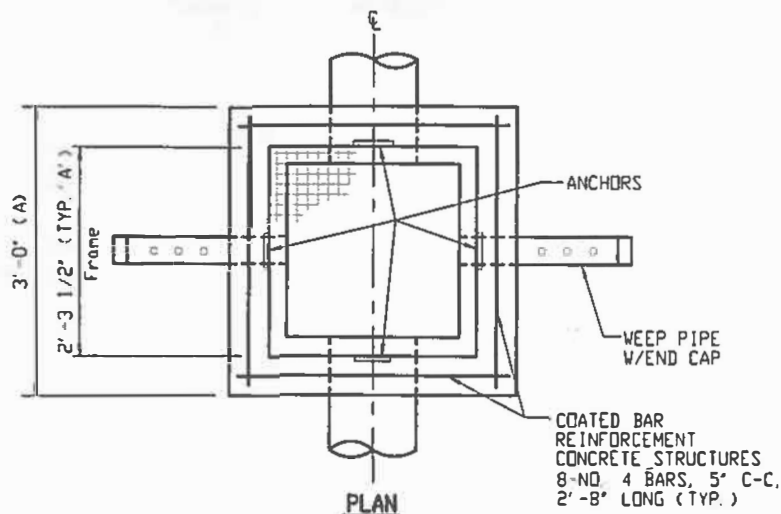
### **BASIS OF BID:**

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.

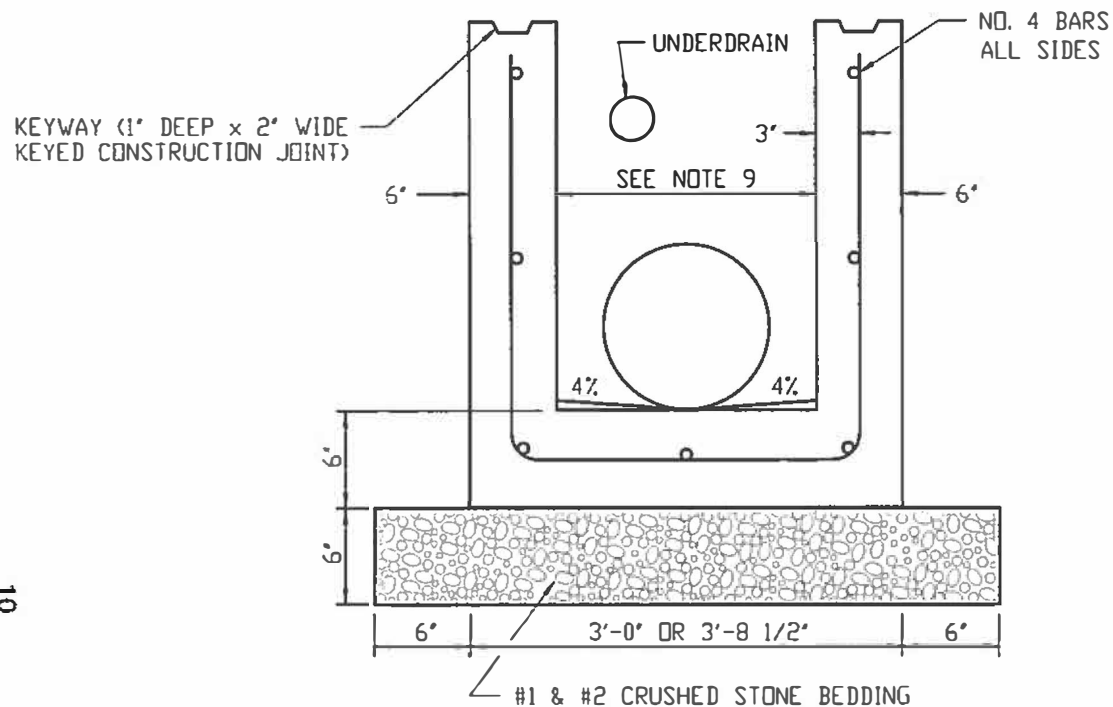
**Basis of Award:** The award of the drainage units and risers will be to one vendor for all items. The award of the contract will be based on the sum total of the unit prices of all the precast drainage and risers prices as shown on the bid price sheet.

### **BASIS OF PAYMENT:**

<b><u>Description</u></b>	<b><u>Pay Unit</u></b>
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 NYSDOT Type S Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 8" for NYSDOT Type S Drainage Inlet	Ea.
Precast Concrete Drainage Unit Riser 12" for NYSDOT Type S Drainage Inlet	Ea.







## NOTES:

### ELEVATION

NOT TO SCALE

REVISÉD

**BP#0510-21**  
**PRECAST CONCRETE STRUCTURES,**  
**DRAINAGE UNITS AND RISERS**

**UNIT PRICE SHEET (as of 7/1/2024)**

<b>DRAINAGE STRUCTURES</b>		
<b>MATERIAL</b>	<b><u>UOM</u></b>	<b><u>UNIT PRICE</u></b>
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 21" ID)	Each	\$ <u>563.00</u>
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 24" ID)	Each	\$ <u>563.00</u>
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 30" ID)	Each	\$ <u>591.00</u>
MCDOT Type A Precast Concrete Drainage Unit (24" x 24" x 36" ID)	Each	\$ <u>609.00</u>
NYSDOT Type S Precast Concrete Drainage Unit (24" x 32" x 24" ID)	Each	\$ <u>868.00</u>
NYSDOT Type S Precast Concrete Drainage Unit (24" x 32" x 30" ID)	Each	\$ <u>706.00</u>
NYSDOT Type S Precast Concrete Drainage Unit (24" x 32" x 36" ID)	Each	\$ <u>730.00</u>
Precast Concrete Drainage Unit Riser 6" for MCDOT Type A Drainage Inlet	Each	\$ <u>291.00</u>
Precast Concrete Drainage Unit Riser 8" for MCDOT Type A Drainage Inlet	Each	\$ <u>319.00</u>
Precast Concrete Drainage Unit Riser 12" for MCDOT Type A Drainage Inlet	Each	\$ <u>329.00</u>
Precast Concrete Drainage Unit Riser 18" for MCDOT Type A Drainage Inlet	Each	\$ <u>413.00</u>
Precast Concrete Drainage Unit Riser 6" for NYSDOT Type S Drainage Inlet	Each	\$ <u>336.00</u>
Precast Concrete Drainage Unit Riser 8" for NYSDOT Type S Drainage Inlet	Each	\$ <u>341.00</u>
Precast Concrete Drainage Unit Riser 12" for NYSDOT Type S Drainage Inlet	Each	\$ <u>353.00</u>

## **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.