



CONTRACT DATA SHEET

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

TITLE: GENERAL CATCH BASIN AND LATERAL REPAIR
AND CONSTRUCTION TERM CONSTRUCTION
CONTRACT (TCC#1)

CONTRACT #: 0207-15 (4700007243)

CONTRACT DATES: 08/07/15 – 12/31/19

BUYER: SEAN WILCOX
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VENDOR(S): VILLAGER CONSTRUCTION, INC.
425 OLD MACEDON ROAD
FAIRPORT, NY 14450-9758

PH: 585-223-7697
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SECTION 00200
CONTRACT TERMS AND CONDITIONS

1. GENERAL DESCRIPTION

General Catch Basin and Lateral Repair and Construction Term Construction Contract (TCC#1) consists of providing and installing catch basins and appurtenances, at locations directed by the OWNER.

2. CONTRACT TERM

The Contract shall extend from the Date of Award through December 31, 2015, with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties.

3. DEFINITIONS

- a. *Contract Documents:* Contract Documents consist of the Notice to Bidders, Contract Terms and Conditions, Proposal, Bid Guarantee, Agreement, Performance and Payment Bonds, Technical Specification, and Drawings.
- b. *District:* Any County sanitary sewer district and extension or extension thereto now existing or subsequently created by the County Legislature of the County of Monroe.
- c. *Engineer:* this term shall be interchangeable with the term CONSULTANT and refers to the same entity.
- d. *Extra Work:* Work not included as a part of a Scheduled Payment Item, as determined and approved by the OWNER.
- e. *Schedule of Payment Items:* The list of work items and prices contained in the Proposal Form, which are the basis for bidding, defining work orders and payment.
- f. *Work:* Designates the work, equipment, materials and things required to be done, or any one of them, furnished and/or performed by the CONTRACTOR under the Specifications attached hereto.
- g. *Work Order:* the written authorization by the OWNER to the CONTRACTOR to perform a defined quantity of work.

4. MATERIALS

- a. Unless otherwise identified in the Work Order, the OWNER will furnish at no cost to the CONTRACTOR pre-cast bases, pre-cast extension rings, catch basin frames and grates, pipe, fittings and elastomeric couplings for installation under the Contract. The furnishing of all other materials shall be the responsibility of, and paid for by the CONTRACTOR. All OWNER supplied materials identified above will be located at the Monroe County Fleet Center, 145 Paul Road, Rochester, New York and will be the Contractor's responsibility to pick them up

at the location as designated by the OWNER prior to the commencement of work.

- b. If the CONTRACTOR and OWNER agree that the CONTRACTOR independently procure any of the items normally provided by the OWNER as listed above, the CONTRACTOR will be reimbursed by the OWNER at COST without markup. The CONTRACTOR shall provide written quotes for any of these items that are to be incorporated into the Project for the OWNER'S review and approval prior to purchasing materials.
- c. The OWNER may provide other miscellaneous pipe/fittings/structures from time to time as deemed necessary by the OWNER.
- d. All materials shall be new and unused and shall be essentially the standard product of a manufacturer or supplier regularly engaged in the production and supply of such material. The OWNER reserves the right to reject any material or supplier who, although he meets the above requirements, does not provide satisfactory evidence indicating availability and prompt delivery of materials. Items of any one type of material shall be the product of a single manufacturer or supplier. All materials delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplying company, guaranteeing that the materials conform to Specification requirements. Such certificates shall be immediately turned over to the OWNER. Materials delivered to the site without such certificates will be subject to rejection.
- e. Prior to award of the Contract and within forty-eight (48) hours of request by the OWNER, the CONTRACTOR shall furnish for approval the identification of the materials to be used and all samples and testing data as required by the technical specification. The submittal shall include the identification of the availability of all materials. Work shall be in accordance with the approved materials.
- f. Catch basin frames and grates for existing structures shall be the property of the OWNER, and shall be delivered to the OWNER'S facilities at 145 Paul Road, Rochester, NY, by the CONTRACTOR at no additional expense to the OWNER.
- g. The CONTRACTOR shall have the full continuing responsibility to install all materials supplied and purchased, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the OWNER until such time as the work covered by the Contract is fully accepted by the OWNER.

5. WORK ORDER

- a. No work shall be performed until a written Work Order has been issued by the OWNER to the CONTRACTOR. Any work performed by the CONTRACTOR prior to receipt of the Work Order shall be at the CONTRACTOR'S own risk.
- b. Work will be authorized through one or more Work Orders, totaling not less than Ten Thousand Dollars (\$10,000). Each individual Work Order shall total not more than One Hundred Thousand Dollars (\$100,000).

- c. Each Work Order will describe the location, size, and estimated quantity of catch basins and lateral sewer pipe to be replaced, with a total estimated price for performing the work.
- d. The work to be completed under each work order shall commence within ten (10) days after the written authorization of the Work Order.
- e. The entire Work Order shall be completed within the time stipulated in the Work Order. If the time stipulated in the Work Order extends beyond the time of the Contract, the Contract shall be extended to the completion date of the Work Order.

6. ADDITIONAL PERFORMANCE BONDS

- a. Prior to commencement of Work, the County requires the Performance and Payment Bonds in the amount of one hundred percent (100%) of the Work should be in place. Therefore, where more than one Work Order is authorized at one time, the sum total of each type of surety bond shall be the difference between the full amount of the sum of the estimated price of all of the Work Orders and One Hundred Thousand Dollars (\$100,000).
- b. The additional Bonds will be returned upon acceptance of the Work ordered by the OWNER.

7. PAYMENTS

- a. Payments for performance of the Work performed under each Work Order of this Contract will be made by the OWNER to the CONTRACTOR based on the terms and conditions stated in the Agreement.
- b. At least five (5) days before the submission of application for payment, the CONTRACTOR shall furnish to the OWNER a complete breakdown of all work performed. This breakdown, when approved, will be used as a basis for preparing an approvable invoice for payment. The CONTRACTOR shall furnish a Monroe County Claim Voucher with each application for payment.
- c. Payments shall be calculated based on multiplying the quantity of the work performed, times the unit price of the applicable Scheduled Payment Item, or cost plus fifteen percent (15%) for general overhead and profit, or a negotiated price, or any combination thereof.
- a. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the Contract Documents.

8. ACCEPTANCE AND GUARANTEE OF WORK

- a. Upon completion of the Work Order the OWNER shall approve all of the work done and shall, within fifteen (15) days of the approval, prepare a final certificate of the work done and the value thereof. The OWNER shall, upon approval of the final certificate, promptly pay the CONTRACTOR the entire sum so found due thereunder after deduction of all previous payments and amounts

to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.

- b. Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, material bills, and other indebtedness connected with the work have been paid.
- c. The CONTRACTOR shall guarantee the work accomplished under this Contract for a period of one year from the date of issuance of final certificate for the Work Order. The guarantee period shall be considered as work remaining to be completed under this Agreement and shall have a value of one percent (1%) of the final Work Order amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract Work Order amount) shall be retained.
- d. Upon expiration of the guarantee period, the CONTRACTOR shall submit and approvable invoice to the OWNER for final payment which shall include any and all monies due to the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

9. WAGE RATES AND PAYROLL RECORDS

- a. Pursuant to the provisions of Section 220-A of the New York State Labor Law, as amended, CONTRACTOR and its subcontractors will be obligated to pay to all laborers, workmen and mechanics the applicable prevailing wage rates and supplements. Included in this Specification are the current applicable wage rates and supplements. CONTRACTOR shall at its sole expense, be responsible to pay any increased wage rates or additional supplements which may become applicable during the term of the Contract.
- b. The CONTRACTOR shall submit weekly a copy of all payrolls to the OWNER. The prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the CONTRACTOR indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the work he performed.
- c. The CONTRACTOR shall make the records required under this clause available for inspection by authorized representatives of the OWNER and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

10. OWNER'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the CONTRACTOR become insolvent, or should he refuse or neglect to perform the work in a proper manner and as directed by the OWNER, or otherwise fail in the performance of any of his obligations under this Contract, and Surety after proper request fails to complete the Contract, then the OWNER, upon the certificate of the CONSULTANT that sufficient cause exists to justify such action, and after

giving the CONTRACTOR and his Surety seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the CONTRACTOR until the work is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the work, such excess shall be paid to the CONTRACTOR. Should such expense exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference to the OWNER. The OWNER shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the CONTRACTOR'S fault.

11. OTHER AGENCIES

The CONTRACTOR(S) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the CONTRACTOR. Orders placed against this contract between any subdivision or agency or corporation 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.

PROPOSAL
SCHEDULED PAYMENT ITEMS

The following Scheduled Payment Items are the only payment items under this Contract. Payment to the CONTRACTOR will be based on multiplying the appropriate payment item unit price, times the quantity of the item. The payment items shall include all labor and materials, equipment, overhead, bonds, insurances, profit, and other contingencies; no separate or additional compensation will be made under this Contract unless otherwise hereinafter specified.

Materials such as pipe, fittings, saddles, couplings / Ferncos, pre-cast structures and frames and covers will be reimbursed separately or provided by owner (refer to the Contract Terms and Conditions).

The quantities included in the Bid Proposal are approximate only and cannot be determined prior to issuance of a Work Order. The quantities are utilized solely for the purpose of establishing unit prices for the term of the Contract and for determining the Low Bidder. The quantities are not guaranteed nor promises given as to the work ordered during the term of the Contract.

Some Pay Items are provided with a minimum Unit Bid Price. If desired, higher prices may be submitted on the Bid by a clear strikeout of the printed minimum Unit Bid Price and total, insertion of the revised bid amount and total, and initialization of the changes.

Notes:

- (Note 1) The surface area ranges in the descriptions of Items 401A, 401E, 401I, 401M, 401Q and 401T are the cumulative total area of pavement restoration at a single restoration location, or all restoration locations within a one hundred and fifty (150) foot radius of any restoration location.
- (Note 2) For a single restoration location, or all restoration locations within a one hundred and fifty (150) foot radius of any restoration location, the minimum payment to be paid for Payment Items #401A through 401J, excluding items 401R, 401S, 402I, regardless of quantity shall be Four Hundred Dollars (\$400).
- (Note 3) Where the OWNER determines that work is required which is not included in or covered by the Payment Item Schedule, the payment for this work shall be either the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work plus an added amount of fifteen (15) percent of the actual cost to cover the cost of general overhead and profit, or a negotiated price.

PAY ITEM	ITEM DESCRIPTION W/ UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (IN NUMBERS)
1011	8" DIAMETER LATERAL PIPE INSTALL; <8.01' IN DEPTH (Pipe & fittings provided by OWNER, or reimbursed at cost)	\$30.00/LF
120B	CONNECTING LATERAL TO SEWER – CORING & SADDLE/INSERTA-TEE (Fittings / Couplings provided by OWNER, or reimbursed at cost)	\$75.00/EA
120D	CONECTING LATERAL TO LATERAL ELASTOMERIC SLEEVES (Fittings / couplings provided by OWNER, or reimbursed at cost)	\$30.00/EA

PAY ITEM	ITEM DESCRIPTION W/ UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (IN NUMBERS)
120E	CONNECTING SEWER TO EXISTING MANHOLE OR CATCH BASIN	\$50.00/EA
120G	REPLACEMENT OF 4" TO < 8" DIAMETER LATERAL CROSSING TRENCH EXCAVATION FOR MAIN SEWER	\$29.00/EA
120H	REPLACEMENT OF 8" OR > DIAMETER LATERAL CROSSING TRENCH EXCAVATION FOR MAIN SEWER	\$59.00/EA
220B	SELECT GRANULAR FILL (EXTRA WORK)	\$22.00/CY
230B	CRUSHED STONE BEDDING (EXTRA WORK)	\$30.00/CY
250B	TRENCH/STRUCTURE EXCAVATION – SOLID ROCK MECHANICAL METHOD	\$71.00/CY
250C	TEST/INSERTION PIT EXCAVATION	\$20.00/CY
260A	PLUGGING – ABANDON EXISTING LATERAL AND/OR EXISTING UTILITIES	\$28.00/EA
260B	CONTROLLED DENSITY FILL – FILLING OF VOIDS / ABANDONMENT OF EXISTING LATERAL AND/OR EXISTING UTILITIES	\$75.00/CY
280A	SUPPORT OF UTILITIES CROSSING EXCAVATION TRENCH – 4" TO < 8" OR DIAMETER UTILITY	\$89.00/EA
280B	SUPPORT OF UTILITIES CROSSING EXCAVATION TRENCH – 8" OR > 8" OR DIAMETER UTILITY	\$60.00/EA
280C	TEMPORARY TIGHT SHEETING FOR UTILITY SUPPORT	\$2.50/SF
320A	PRECAST CONCRETE CATCH BASIN UP TO 6.0' DEEP (OWNER PROVIDES PRE-CAST BASIN, FRAME & GRATE, OR REIMBURSED AT COST)	\$2,555.00/EA
320B	ADDITIONAL DEPTH OF CATCH BASIN (OWNER PROVIDES RE-CAST BASIN, FRAME & GRATE, OR REIMBURSED AT COST)	\$25.00/VF
401A	HEAVY DUTY PAVEMENT RESTORATION	\$6.00/SF

PAY ITEM	ITEM DESCRIPTION W/ UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (IN NUMBERS)
401E	MEDIUM DUTY PAVEMENT RESOTRATION	\$5.00/SF
401I	LIGHT DUTY PAVEMENT RESTORATION	\$4.00/SF
401M	CONCRETE BASE PAVEMENT RESTORATION	\$10.00/SF
401Q	1-1/2" TOP COURSE ASPHALT CONCRETE PAVEMENT RESTORATION IN AREAS OF COLD MILLING ONLY	\$1.00/SF
401R	TEMPORARY PAVEMENT PATCH (ASPHALT) AS REQUIRED BY CORSCCD	\$1.00/SF
401S	TEMPORARY PAVEMENT PATCH (<u>CONCRETE</u>) AS REQUIRED BY CORSCCD	\$1.00/SF
401T	MISCELLANEOUS COLD MILLING OF ASPHALT CONCRETE	\$1.00/SF
402A	CONCRETE SIDEWALK RESTORATION	\$4.00/SF
402B	CONCRETE DRIVEWAY RESTORATION	\$6.00/SF
402C	ASPHALT DRIVEWAY RESTORATION - LIGHT DUTY	\$5.30/SF
402D	ASPHALT DRIVEWAY RESTORATION – MEDIUM DUTY	\$6.60/SF
402E	RESET EXISTING BRICK PAVERS/STONE SIDEWALK	\$10.00/SF
402F	CONCRETE CURBING RESTORATION	\$20.00/LF
402G	NEW STONE CURBING RESTORATION	\$35.00/LF
402H	RESET EXISTING STONE CURBING	\$10.00/LF
402I	TURF RESTORATION	\$0.15/SF
402J	CONCRETE GUTTER RESTORATION	\$15.00/LF
501A	DOWNTIME (DIRECTED BY OWNER)	\$100.00/HR

PAY ITEM	ITEM DESCRIPTION W/ UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (IN NUMBERS)
801A	MANHOLE FRAMEREPLACEMENT AND ADJUSTMENT, 0-1 FEET (OWNER PROVIDES MANHOLE FRAME AND COVER)	\$450.00/EA
801B	CATCH BASIN FRAME REPLACEMENT & ADJUSTMENT, 0-1 FEET (CONCRETE) (OWNER PROVIDES CATCH BASIN FRAME AND GRATE)	\$450.00/EA
801C	CATCH BASIN FRAME REPLACEMENT & ADJUSTMENT, 0-1 (BRICK) (OWNER PROVIDES CATCH BASIN FRAME AND GRATE)	\$375.00/EA
801D	REMOVE AND REPLACE CONCRETE GUTTER	\$200.00/EA
801E	REMOVE AND REPLACE CAPSTONE	\$200.00/EA
801F	MANHOLE FRAME REPLACEMENT AND ADJUSTMENT, 0-1 FEET WITH PNEUMATIC CUTTING OF ASPHALT CONCRETE PAVEMENT (OWNER PROVIDES MANHOLE FRAME AND COVER)	\$650.00/EA

ADDITIONALCOSTS:

Materials:

The CONTRACTOR will be reimbursed by the OWNER for the following materials: pipe, fittings, saddles, couplings/ferncos, and pre-cast manhole and catch basin structures. The CONTRACTOR shall be reimbursed at COST without CONTRACTOR mark-up. The CONTRACTOR shall provide written quotes for materials to be incorporated into the Project for the OWNER's review and approval prior to purchasing materials. (Typical MH and CB frames and covers/grates will be provided by OWNER.)

Additional Work:

Cost Plus 15% or Negotiated Price for work not included in Payment Item Schedule.

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.