



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Retaining Block		
Doc ID No: MA 605 1100000664 3	Proc Folder: 1958704	
Procurement Type: Standard Goods		
Effective Date: 2010-12-15	Expiration Date: 2014-01-31	Not To Exceed Amount
Administered By: NANCY ALBRIGHT		Cited Authority: FAP111-35-00-G
Telephone: 502-564-4556	Issued By: Laura Stephens	

Reason For Modification: Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 02/01/13 thru 01/31/14. There is 1 optional renewal periods remaining on contract.

V E N D O R	Vitco, Inc. 850 Landis Lane Mt. Washington KY 40047 US		
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Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Generic Face District 1	29	0.00	SQFT	22.50000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Vendor Contact:

Irvin Vittitow
 502-538-6820
 vitcopump@yahoo.com

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Decorative Face District 1	29	0.00	SQFT	22.50000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Generic Face District 2	29	0.00	SQFT	19.75000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	Decorative Face District 2	29	0.00	SQFT	19.75000	0.00	0.00

Extended Description

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	Generic Face District 3	29	0.00	SQFT	18.95000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	Decorative Face District 3	29	0.00	SQFT	18.95000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Generic Face District 5	29	0.00	SQFT	16.10000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
8	Decorative Face District 5	29	0.00	SQFT	16.10000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
9	Generic Face District 7	29	0.00	SQFT	17.60000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
10	Decorative Face District 7	29	0.00	SQFT	17.60000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Generic Face District 8	29	0.00	SQFT	20.90000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
12	Decorative Face District 8	29	0.00	SQFT	20.90000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
13	Generic Face District 10	29	0.00	SQFT	20.90000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
14	Decorative Face District 10	29	0.00	SQFT	20.90000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
15	Generic Face District 11	29	0.00	SQFT	21.40000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
16	Decorative Face District 11	29	0.00	SQFT	21.40000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
17	Generic Face District 12	29	0.00	SQFT	22.20000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
18	Decorative Face District 12	29	0.00	SQFT	22.20000	0.00	0.00

Extended Description

See Section 1.00 of Terms and Conditions for specifications.

Total Order Amount:	0.00
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Section 1—Specifications - Commodity

1.00—Specifications of Commodity and/or Service Requirements

1.01~Material Specifications:

Wet Cast Block

Generic Face - smooth or semi-smooth, non-decorative face

Decorative Face - raised face or texture like pattern or design

Minimum Size per Block:

5.00 square feet on the face

Depth – 39 inches

1.02~Standard Specifications

Conform to all applicable material requirements of the 2008 Standard Specifications for Road and Bridge Construction.

A link to the Standard Specifications can be found at:

<http://transportation.ky.gov/construction/spec/spec08highlighted.htm>

Blocks shall be accepted by visual inspection by KYTC personnel.

1.03~Method of Measurement

Retaining block will be measured in square feet. Specific measurements will be determined by the Department and indicated on the Delivery Order.

1.04~Minimum Order:

Minimum order will be 2500 square feet.

1.05~On-site Instruction

Vendor shall provide on-site instruction for the initial order in each district.

1.06~Delivery

Vendor shall deliver to the location specified on Delivery Order and unload the blocks to a staging area which will be within 100ft of truck access. The Department shall install the retaining blocks.

1.07~Method of Award

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Award(s) will be based on evaluation by District. Vendors shall bid both line items within a District to be eligible for an award. A vendor is not required to bid on all districts.

Section 2—Terms and Conditions of the Master Agreement

2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for:

Retaining Block

2.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

2.02—Initial Contract Period

The Master Agreement will be for the initial period effective upon award and will expire January 31, 2012.

2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the

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option or continuing the contract in an extended period.

2.04—Divisions/Agencies to Be Served

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

Division of Maintenance and Highway Districts 1, 2, 3, 5, 7, 8, 10, 11, 12

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

2.07—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed

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during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

2.08—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.09—Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

2.10—Equipment

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

2.11—Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.12—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Rusty Wallace
 Division of Maintenance
 Kentucky Transportation Cabinet
 Phone: 502-564-4556

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E-mail: Rusty.Wallace@ky.gov

With copy to:

Laura Stephens
Division of Purchases
Kentucky Transportation Cabinet
Phone: 502-564-4630
E-mail: Laura.Stephens@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

2.13—Deliveries

Vendor guarantees delivery of all requested items within twenty-nine (29) calendar days following receipt of an official delivery order. The official delivery order will specify the delivery location.

Should vendor fail to make delivery within the guaranteed response period, they agree and further authorize the Commonwealth to deduct damages from the invoice in the amount of **\$100.00 per day** for each day service is withheld.

2.14—Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.15—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities

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- f. Unit prices; and
- g. Extended totals.

2.16—Payments

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

2.17—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

2.18—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

2.19—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported

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assignment without this consent shall be null and void.

2.20—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

2.21— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

2.22—Secretary of State Filing

Within ten (10) working days after receipt of an award of contract vendors that are Incorporated, Limited Liability Companies, or Partnerships shall be properly registered with the Kentucky Secretary of State. Vendors shall provide proof of registration to the buyer of record listed on the KYTC solicitation document. Failure to provide proper documentation shall result in the immediate cancellation of the awarded contract.

A link to Business Filings is provided below.

<http://www.sos.ky.gov/business/filings/>

2.23-EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: <http://eprocurement.ky.gov/attachments.htm>.
4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of

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more than \$500,000—of the subcontractor’s obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)

5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

6. Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

7. All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

2.24—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.25—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.26—Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

2.27—Extending Master Agreement To Other Agencies

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

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2.28-Access to Records

The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review may be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884