

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 000008638
Pike Industries Inc
249 Granger Rd-Berlin
Barre VT 05641
USA

Contract ID 000000000000000000031273	Page 2 of 6
Contract Dates 06/01/2016 to 05/31/2017	Origin CP
Description: CP- AOT BITUMINOUS CONCRETE	Contract Maximum \$99,999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217
Contract Status Approved	

Phone #: 802-223-3002

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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TYPE IV: \$60.00

LOCATION OF PLANT: WATERFORD
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1920 TONS
PRICE PER TON (US):

TYPE I: \$59.00
TYPE II: \$59.00
TYPE III: \$61.00
TYPE IV: \$63.00

LOCATION OF PLANT: WEST LEBANON NH
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1600 TONS
PRICE PER TON (US):

TYPE I: \$60.00
TYPE II: \$60.00
TYPE III: \$62.00
TYPE IV: \$64.00

LOCATION OF PLANT: WILLISTON
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1920 TONS
PRICE PER TON (US):

TYPE I: \$56.00
TYPE II: \$56.00
TYPE III: \$58.00
TYPE IV: \$60.00

LOCATION OF PLANT: DANBY
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1800
PRICE PER TON (US):

TYPE I: \$54.00
TYPE II: \$54.00
TYPE III: \$56.00
TYPE IV: \$58.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

DELIVERIES: ALL ITEMS COVERED BY THIS PROPOSAL ARE TO BE LOADED INTO STATE OR STATE CONTRACTED TRUCKS AT THE VENDOR'S PLANT USING VENDOR'S EQUIPMENT.

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THE DISTRICT TRANSPORTATION ADMINISTRATOR (DTA) WILL BE REQUIRED TO GIVE A CONTRACTOR SUFFICIENT NOTIFICATION. IT IS EXPECTED THAT THE CONTRACTOR AND THE DTA WILL COOPERATE WITH ONE ANOTHER IN REGARD TO ORDER SCHEDULING. WHEN SUFFICIENT NOTIFICATION IS GIVEN, IT IS EXPECTED THAT THE STATE WILL RECEIVE PREFERENCE IN FILLING ITS REQUIREMENTS.

DISTRICT TRANSPORTATION ADMINISTRATORS RESERVE THE RIGHT TO HAUL FROM ANOTHER HOT MIX PLANT IN THE EVENT THAT THE PLANT AWARDED IN THE PRIMARY BID IS NOT ABLE TO SUPPLY THE NEEDED QUANTITIES AT THE TIME REQUIRED BY THE DISTRICT OR CAN ONLY SUPPLY THE QUANTITY AT A RATE THAT RESULTS IN EXCESS WAITING TIME FOR STATE OR STATE CONTRACTED TRUCKS.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

ASPHALT PRICE ADJUSTMENT

(A) THIS CONTRACT CONTAINS PRICE ADJUSTMENT PROVISIONS FOR ASPHALT CEMENT USED ON VERMONT AGENCY OF TRANSPORTATION (AGENCY) OPERATIONS MAINTENANCE PROJECTS AND PRODUCED UNDER SECTIONS 303, 404,406, 415, AND 490 OF THE STANDARD SPECIFICATIONS, OR AS OTHERWISE DESIGNATED IN THE CONTRACT DOCUMENTS. THIS PRICE ADJUSTMENT CLAUSE IS BEING INSERTED INTO THIS CONTRACT TO PROVIDE FOR EITHER ADDITIONAL COMPENSATION TO THE CONTRACTOR OR A REDUCED PRICE TO THE AGENCY, DEPENDING UPON AN INCREASE OR DECREASE IN THE AVERAGE PRICE OF ASPHALT CEMENT DURING THE DURATION OF THIS PURCHASING CONTRACT.

(B) THESE PROVISIONS APPLY TO THIS CONTRACT ONLY AS SPECIFIED IN THE PROCEDURES PROVIDED HEREIN. NO FURTHER ASPHALT CEMENT ADJUSTMENTS WILL BE ALLOWED UNDER THIS CONTRACT.

(C) IT IS UNDERSTOOD BY THE CONTRACTOR THAT A PRICE ADJUSTMENT INCREASE MAY CAUSE THE AGENCY TO DECREASE THE QUANTITIES OF THE CONTRACT ITEMS SUBJECT TO ADJUSTMENT UNDER THESE PROVISIONS. PROVISIONS PROVIDING FOR DECREASED QUANTITIES AND ITEM CANCELLATION IN THIS PARAGRAPH ARE SEPARATE AND TAKE PRECEDENCE, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT.

(D) NO PRICE ADJUSTMENT WILL BE ALLOWED BEYOND THE CONTRACT COMPLETION DATE, ANY APPLICABLE INTERIM COMPLETION DATES, OR LAST PURCHASE DATE.

(E) THE CONTRACTOR AGREES THAT THEIR PRICES INCLUDE NO ALLOWANCES FOR ANY CONTINGENCIES TO COVER INCREASED COSTS FOR WHICH THIS ADJUSTMENT IS PROVIDED HEREIN.

PRICE ADJUSTMENT PROCEDURES

(1) AN INDEX PRICE (IP) FOR ASPHALT CEMENT HAS BEEN ESTABLISHED BY THE AGENCY UPON CONSIDERATION OF THE NEW YORK STATE DOT AVERAGE MONTHLY PRICE FOR ASPHALT CEMENT, OR OTHER MONTHLY INDEX DEEMED APPROPRIATE BY THE DIRECTORS OF OPERATIONS AND FINANCE AND ADMINISTRATION BASED ON PAST HISTORY AND PROJECTED FUTURE COST. THE INDEX PRICE WILL BE SET MONTHLY ON OR ABOUT THE LAST DAY OF THE MONTH. THE CONTRACT INDEX PRICE WILL BE THE MOST RECENT INDEX PRICE SET BY THE AGENCY AT THE TIME OF ADVERTISING FOR BIDS. THIS PRICE WILL BE AS SPECIFIED IN THE SUPPLEMENTAL SPECIFICATION AND WILL BE THE BASE FROM WHICH PRICE ADJUSTMENTS ARE COMPUTED.

(2) FOR THE DURATION OF THE PURCHASING CONTRACT, POSTED PRICES FOR AN ENGLISH SHORT TON (2000 POUNDS) OF ASPHALT CEMENT WILL BE ESTABLISHED MONTHLY BY THE AGENCY AND LOCATED ON THE WEB AT: [HTTP://WWW.AOT.STATE.VT.US/CONADMIN/20082010ASPHALTPRICEADJU.HTM](http://www.aot.state.vt.us/conadmin/20082010asphaltpriceadju.htm). THE POSTED PRICES (PP) WILL BE ESTABLISHED BY THE AGENCY UPON CONSIDERATION OF THE NEW YORK STATE DOT AVERAGE MONTHLY PRICE FOR ASPHALT CEMENT LOCATED ON THE WEB AT [HTTPS://WWW.DOT.NY.GOV/MAIN/BUSINESS-CENTER/CONTRACTORS/CONSTRUCTION-DIVISION/FUEL-ASPHALT-STEEL-PRICE-ADJUSTMENTS](https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments), OR OTHER MONTHLY INDEX DEEMED APPROPRIATE BY THE DIRECTORS OF OPERATIONS AND FINANCE AND ADMINISTRATION.

(3) A PER TON PRICE ADJUSTMENT FOR EACH TYPE OF BITUMINOUS CONCRETE PAVEMENT FOR EACH PLANT WILL BE CALCULATED AND POSTED ON THE 6TH DAY OF EACH MONTH, OR THE NEXT SCHEDULED WORK DAY, BASED ON THE DIFFERENCE BETWEEN THE ASPHALT'S INDEX PRICE (IP) AND THE MONTHLY POSTED PRICE (PP) FOR EACH CONTRACTOR SUPPLY MIX UNDER THE AWARDED CONTRACT. THE MONTHLY ADJUSTED PRICE WILL BE VALID FROM THE 6TH DAY OF THE CURRENT MONTH TO THE 5TH DAY OF THE FOLLOWING MONTH. FOR EXAMPLE THE POSTED PRICE FOR MAY WILL BE VALID FROM MAY 6TH UNTIL JUNE 5TH.

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(4) THE MONTHLY ADJUSTED PRICE (MAP) FOR EACH TYPE OF MIX FOR EACH PLANT SUPPLYING BITUMINOUS CONCRETE PAVEMENT SHALL BE BASED UPON THE PERCENTAGE OF VIRGIN ASPHALT CEMENT (%VAC) ADDED INTO THE MIX DURING PRODUCTION BASED ON THE MIX DESIGN MINUS 1/10TH OF ONE PERCENT. ANY TIME THE ACTUAL MIX PRODUCED ASPHALT CEMENT CONTENT DIFFERS FROM THE MIX DESIGN BY 2/10TH OF A PERCENT, THE MIX DESIGNS ASPHALT CEMENT VALUE (%AC) SHALL BE ADJUSTED TO THE ACTUAL PRODUCTION ASPHALT CEMENT CONTENT. ASPHALT CEMENT FROM RECYCLED ASPHALT PAVEMENT (RAP) CONTAINED IN THE MIX SHALL NOT BE ELIGIBLE FOR PRICE ADJUSTMENT. THE MONTHLY POSTED PRICE FOR EACH TYPE OF MIX FROM EACH PLANT SHALL BE DETERMINED AS FOLLOWS:

THE ASPHALT PRICE DIFFERENCE OF THE POSTED PRICE AND THE INDEX PRICE (PP-IP)* SHALL BE MULTIPLIED BY THE ADJUSTED VIRGIN BINDER CONTENT FOR EACH TYPE OF MIX FOR EACH MIX PLANT. THE CALCULATED PRICE ADJUSTMENT SHALL BE ADDED OR SUBTRACTED TO THE SUBMITTED CONTRACT PRICE (SCP) FOR THE MONTHLY ADJUSTED PRICE (MAP).

(5) THE MONTHLY ADJUSTED PRICE (MAP) FOR EACH TYPE OF BITUMINOUS CONCRETE PAVEMENT FOR EACH MIX PLANT SHALL BE COMPUTED AS FOLLOWS:

$$MAP = \{SCP + [(\%VAC - 0.001) * (PP-IP)*]\}$$

WHERE:

- MAP = MONTHLY ADJUSTED PRICE PER TON (2000 POUNDS) OF MIX (IN \$)
- SCP = SUBMITTED CONTRACT PRICE PER TON (2000 POUNDS) OF MIX (IN \$)
- %VAC = PERCENT VIRGIN ASPHALT CONTENT AS A DECIMAL
- PP = POSTED PRICE DURING MONTH OF PURCHASE (\$/TON) (2000 POUNDS)
- IP = INDEX PRICE (\$/TON) (2000 POUNDS)

NOTE" (PP-IP) VALUES MAY BE NEGATIVE OR POSITIVE.

(7) PAYMENT SHALL BE MADE USING THE ADJUSTED MONTHLY PRICE FOR EACH TYPE OF MIX FOR EACH PLANT PER U.S. TON FOR THE QUANTITY PURCHASED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

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REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

BITUMINOUS CONCRETE PAVEMENT; SECTION 702 OF THE VERMONT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2011 ALONG WITH ANY APPLICABLE GENERAL SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS AS PUBLISHED TO THE AOT WEB SITE: [HTTP://TRANSCONTRACTS.VERMONT.GOV/CONSTRUCTION-CONTRACTING](http://TRANSCONTRACTS.VERMONT.GOV/CONSTRUCTION-CONTRACTING).

SPECIFICATIONS: ALL BITUMINOUS MATERIAL AND AGGREGATE FOR BITUMINOUS CONCRETE MATERIAL SHALL CONFORM TO THE SPECIFICATIONS PRESCRIBED IN THE STATE OF VERMONT AGENCY OF TRANSPORTATION GENERAL SPECIAL PROVISION AND SECTION 702 OF THE STATE OF VERMONT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.

50 BLOW MARSHALL MIX DESIGN, VT AGENCY OF TRANSPORTATION ITEM 406.27. THE GRADE OF PERFORMANCE GRADED BINDER WILL BE THAT AS SPECIFIED ON THE APPROVED MIX DESIGN.

THE CONTRACTOR SHALL FURNISH THE DTA AND MAINTENANCE PAVING MANAGER WITH DAILY CERTIFIED TEST RESULTS OF THE ACTUAL MATERIAL PRODUCED.

THE SAMPLING FREQUENCY IS BASED ON ONE SAMPLE PER DAY OR ONE TEST FOR EVERY 500 TONS OF MIX PRODUCED WHICHEVER IS GREATER. MIX SAMPLES WHICH DO NOT COMPLY WITH THE SPECIFICATION WILL REQUIRE THE VENDOR TO TAKE CORRECTIVE ACTION AND VERIFY RESULTS WITH ADDITIONAL SAMPLES AND TESTS. THE COST OF ALL TESTING SHALL BE INCLUDED IN THE PRICE BID PER TON.

FAILURE TO MAINTAIN A QUALITY PRODUCT AS REQUIRED IN THESE SPECIFICATIONS COULD LEAD TO A REDUCTION IN PRICE OR REMOVAL OF MIX AT NO COST TO THE STATE OF VERMONT.

CONTRACTORS WILL BE NOTIFIED IN WRITING BY THE PURCHASING AND CONTRACT ADMINISTRATION DIVISION OF ANY CHANGES OR VARIATIONS IN THE SPECIFICATION. VERBAL INSTRUCTION, FROM ANY SOURCE, WILL NOT BE CONSIDERED.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
COMMODITIES PROCUREMENT ADMINISTARTOR
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE YEAR (1) TERM, WITH OPTIONS TO EXTEND FOR THREE (3) ADDITIONAL 12-MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

