

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Wilk Paving, Inc., with a principal place of business in Rutland, Vermont (the "Contractor") that the contract between them originally dated as of February 1, 2018, Contract # 35686, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from January 31, 2020 to January 31, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

**Taxes Due to the State.** Contractor 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.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**WILK PAVING, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Christopher Cole

**Name:** \_\_\_\_\_

**Title:** Commissioner

**Title:** \_\_\_\_\_

**Date:** Buildings & General Services

**Date:** \_\_\_\_\_

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Vendor ID 0000001396**  
**Wilk Paving Inc**  
**PO Box 154**  
**Center Rutland VT 05736**  
**USA**

<b>Contract ID</b> 00000000000000000000000035686	<b>Page</b> 1 of 2
<b>Contract Dates</b> 02/01/2018 to 01/31/2020	<b>Origin</b> CPS
<b>Description:</b> CPS-BITUMINOUS CONCRETE PATCH	<b>Contract Maximum</b> \$250,000.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #: 802-438-5454**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		BITUMINOUS CONCRETE PATCHING MATERIAL, GREEN PATCH	TON	0.01000	0.00	0.00

Bituminous patching material shall be a plant-mixed, high performance pavement patching material capable of storage in uncovered outdoor stockpiles for a minimum of one (1) year. The mixture is to be produced through a conventional hot asphalt plant or approved modified pug mill. The mix shall consist of washed, crushed aggregates meeting the liquid producers testing requirements. Aggregates shall approximate the following gradation analysis.

Sieve Size Percentage Passing by Weight  
3/8 inch 90-100%  
#4 20-55%  
#8 5-30%  
#16 0-10%  
#50 0-5%

### CONTRACT TERMS AND ADDITIONAL INFORMATION

- Parties.** This is a contract for commodities between the State of Vermont, on behalf of the Agency of Transportation (hereinafter called "State"), and Wilk Paving, Inc., with a principal place of business in Center Rutland, VT, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is commodities generally on the subject of Bituminous Concrete Patching Material. Detailed requirements to be provided by Contractor are described in Attachment A.
- Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.
- Contract Term.** The period of contractor's performance shall begin on February 1, 2018 and end on January 31, 2020, a period of 24-months, with Two ( 2 ) 12-month period renewal options.
- Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
- Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
- Attachments.** This contract consists of eleven (11) pages including the following attachments which are incorporated herein:  
Attachment A - Statement of Work  
Attachment B - Payment Provisions  
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
- Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:  
(1) Standard Contract  
(2) Attachment C (Standard Contract Provisions for Contracts and Grants)  
(3) Attachment A  
(4) Attachment B

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Vendor ID 0000001396**  
**Wilk Paving Inc**  
**PO Box 154**  
**Center Rutland VT 05736**  
**USA**

<b>Contract ID</b> 0000000000000000000000000035686		<b>Page</b> 2 of 2
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**Phone #: 802-438-5454**

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SALES POC INFORMATION:  
TIMOTHY RICE.  
802-438-5454.  
tim@wilkpaving.com.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@vermont.gov

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_