

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and Lafayette Highway Specialties, with a principal place of business in Essex Junction, 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.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of W-Beam Guardrails and Related Items. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **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 \$1,000,000.00.

4. **Contract Term.** The period of contractor's performance shall begin on February 15, 2023 and end on February 14, 2025 with the option for two twelve month renewal periods.

5. **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.

6. **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.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 10 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)

Attachment B1 – Price Schedule

Attachment B2- Freight Rate Schedule

Contractor: Lafayette Highway Specialties  
Contract #: 45273

9. **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
- (5) Attachment B1 (Price Schedule)
- (6) Attachment B2 (Freight Rate Schedule)

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

By the State of Vermont:

Date: 2/22/2023

Signature: Jennifer M. V. Fitch, BGS Commissioner

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and

General Services

By the Contractor:

Date: 02-21-2023

Signature: [Signature]

Name: Brent Tewksbury

Title: President

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. All items identified in Attachment D (Price Schedule) at rates specified in Attachment E (Freight Rate Schedule).
2. All guardrail items shall be of certified domestic manufacture. Fasteners shall be certified as to specifications and not domesticity.
  - 2.1 Guardrails and components must meet all appropriate sections of the 2018 Vermont Agency of Transportation Standard Specifications for Construction. These can be found at <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/active>. All work shall be accomplished in accordance with the current Standard Specifications for the Construction Book at the time order is placed.
  - 2.2 Orders shall be placed by individual Highway Districts on an as needed basis.
  - 2.3 If shipments are being made to more than one district, on the same truck, then the shipments shall be packaged or containerized by the respective District(s).
  - 2.1 All hardware shall be packaged in separate containers. Containers shall be clearly labeled with description and quantities of items contained within them.
  - 2.2 All parts for the terminal end units shall be packaged together but shall be separated by terminal end type. Each terminal end part shall be clearly labeled.
  - 2.3 Contractor shall notify the District contact person at least two days prior to making a delivery.
  - 2.4 All deliveries and invoicing shall go to the District offices.
- 3 **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
- 4 **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
  - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

October 1 to December 31	January 31
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- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
- 5 **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become 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.
- 6 **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
- 7 **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.
- 8 **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
- e. **For the Contractor:**

Name:	Brent Tewksbury
Phone:	802/878-5341
Email:	<a href="mailto:btewksbury@lhsvt.com">btewksbury@lhsvt.com</a>
  - f. **For the State:**

Name:	State of Vermont, Mike Kennedy
Address:	133 State Street, Montpelier, VT 05633-8000
Phone:	802/249-5058
Email:	<a href="mailto:Michael.n.kennedy@vermont.gov">Michael.n.kennedy@vermont.gov</a>
- 9 **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of

Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

### ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to ordering agency.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**

Attachment B1  
(Price Schedule)

Line	ITEM	Detail	ITEM-2023	UNIT	Bid
Item	NO.	Sheet MFG	DESCRIPTION		Price
1			5/8" X 1.25" SPLICE BOLT/NUT	each	\$ 1.02
2	3		2" x 5/8" GALV. Guardrail bolt w/ modified heavy hex nut (ARTBA designation FBB02) and 3" x 1 3/4" x 3/16" post washer	each	\$ 1.22
3			5/8" X 9.5" POST BOLT/NUT	each	\$ 2.87
4	2		18"x 5/8" GALV. Guardrail bolt w/ modified heavy hex nut, ARTBA designation FBB04	each	\$ 3.85
5	16		End wing for single beam guard rail, 12 GA. GALV. Steel, 6 1/4" radius, 2' L x 12/5" D x 16.26" W overall.	each	\$ 72.10
6	18		Guardrail, 12.5' straight beam, 10 GA. GALV. Steel, punched to 6'3" spacing.	each	\$ 228.75
7	18-A		Guardrail, 12.5' straight beam, 12 GA. GALV. Steel, punched to 6'3" spacing.	each	\$ 108.75
8			Guardrail, STANDARD 12GA 12'-6" w/3'-1.5"	each	\$ 108.75
9	19		12 GA. curved beam (16' radius), GALV. Steel.	each	\$ 186.38
10	19-A		12 GA. curved beam (25' radius), GALV. Steel.	each	\$ 186.38
11	19-B		12 GA. curved beam (35' radius), GALV. Steel.	each	\$ 186.38
12	19-C		12GA. Curved beam (50' radius), GALV.	each	\$ 186.38
13	19-D		12GA. Curved beam (8'-6" radius), GALV.	each	\$ 210.00
14	19-D		12GA. Curved beam (5' radius), GALV.	each	\$ 217.50
15			W6X8.5# X 6'0" POST, PUNCHED 7" DOWN FRT & BACK	each	\$ 78.40
16			W6X8.5# X 8'0" POST, PUNCHED 7" DOWN FRT & BACK	each	\$ 92.40
17	27		6" x 8" x 6'-0 Standard wood post	each	\$ 72.75
18	35-A		6" x 8" x 1'-2" wooden offset block	each	\$ 14.18
19		641	6" X 8" X 14" COMP BLOCK-OUT (4" FACE)	each	\$ 7.35
20	46		Reflectorized Aluminum Washer (W-Beam Reflector)	each	\$ 5.80
21	50		1 1/4" anchor rod assembly. Includes 1 1/4" x 12" sq. head connector bolt with std. flat washer, std. 1 1/4" x 6" turnbuckle, and 1 1/4" x 8' 0" anchor rod with 5" x 5" x 3/8" plate washer and std. hex nut.	each	\$ 306.00
22	81-A		S 3 x 5.7 x 5'3" long intermediate post for cable guard rail, GALV. Steel.	each	\$ 82.50
23	81-B		S 3 x 5.7 x 5'3" long end post for cable guard rail, GALV. Steel.	each	\$ 232.50
24	82		Hook Bolt for cable guardrail with steel posts Galv. Steel	each	\$ 1.19
BEGIN SRT-350 INDIVIDUAL PARTS					
25	30G		SRT-350 first anchor panel, 12 ga. Straight beam slotted, 12'-6 (SRT-350 part #30G)	each	\$ 392.00
26	39G		SRT-350 second guide panel, 12 ga. Straight beam slotted, 12'-6 (SRT-350 part #39G)	each	\$ 392.00
27	9960G		SRT-350 slot guard (SRT-350 part #9960G)	each	\$ 200.00
28	907G		SRT-350 rolled terminal buffer (SRT-350 part #907G)	each	\$ 200.00
29	6665B		SRT-350 object marker sticker (SRT-350 part #6665B)	each	\$ 16.00
THRIE BEAM INDIVIDUAL PARTS					
30	Thrie Posts		6" X 8" X 7' Wood Posts with 2 Bolt holes	each	\$ 90.00
31	Thrie Block		6" X 8" X 1'-6" Wood Block with 2 holes	each	\$ 24.00
32	Thrie Panel		Thrie W-Beam 12' - 6" Panel	each	\$ 240.00
33	Thrie Wpan		Thrie Beam to Standard w-Beam	each	\$ 202.50
34	Thrie BRG		Thrie Bridge Shoe - Beam to Bridge connection	each	\$ 150.00
SRT 350 / 27 INDIVIDUAL PARTS					
35	006058B		WOOD 3'-9" POST 5.5" X 7.5" BAND	each	\$ 387.20
36	4147-B		WOODEN POST 6 X 8 STUB 3'-9"	each	\$ 88.00
37	9627		SPIDER FOR 1-1/4" ANCHORD ROD ASSY	each	\$ 200.00
38	36101A		SRT 27 Hardware Parts Can	each	\$ 640.00
39	14578G		6' -0" Post / 8.5 # SYTP 2nd -5th posts	each	\$ 312.00
40	34056A		TRM UP POST 2'-3-3/8" 1st post	each	\$ 672.00
FLEAT / SKT INDIVIDUAL PARTS					



Attachment B1  
(Price Schedule)

Line	ITEM	Detail	ITEM-2023	UNIT	Bid
Item	NO.	Sheet MFG	DESCRIPTION		Price
41	TPHP1A		Upper 1st post	each	\$ 277.50
42	UPP2A		Upper 2nd post	each	\$ 262.50
43			SKT Hardware Parts Can	each	\$ 262.50
44	S3000		SKT Impact Head Only	each	\$ 1,600.00
45	F3000		FLEAT 350 Impact Head Only	each	\$ 1,600.00
			<b>M-FLEAT / MSKT INDIVIDUAL PARTS</b>		
46	3148HDG	MF3000	MFLEAT IMPACT HEAD	each	\$ 1,120.00
47	3247HDG	MP1A	MFLEAT MASH POST #1 UPPER	each	\$ 176.00
48	3061HDG	MP1B	MFLEAT MASH POST #1 LOWER	each	\$ 384.00
49	3059HDG	MHP2A	HINGED POST #2 UPPER	each	\$ 166.40
50	3161HDG	HP2B	HINGED POST #2 BOTTOM	each	\$ 184.00
51		SF1303	FLEAT GUARD RAIL END 12'-6"	each	\$ 296.00
52	151PG4	F1324	FLEAT SECOND RAIL 10'5"	each	\$ 224.00
53	152PG4	F1334	FLEAT THIRD RAIL 13'6.5"	each	\$ 240.00
54	3383HDG	MS3000	MSKT IMPACT HEAD	each	\$ 1,200.00
55	3384HDG	MTPHP1A	MASH POST 1, UPPER	each	\$ 179.20
56	3385HDG	MTPHP1B	MASH POST 1, LOWER	each	\$ 416.00
57	3160HDG	HP2A	UNIV POST 2, UPPER	each	\$ 147.20
58	3161HDG	HP2B	POST 2, LOWER	each	\$ 185.60
59		SF1303	W-BEAM GUARDRAIL END SECTION, 12 GA.	each	\$ 288.00
60	60PG4	G12025	12/9-4.5/3-1.5, T2, W-BM	each	\$ 192.00
61	2PG4	G1203A	12/12-6/3-1.5, T2, W-BM	each	\$ 246.40
			<b>ROAD SYSTEMS INC. MASH / M-FLEAT / MSKT TERMINALS-COMPLETE</b>		
62			M-FLEAT W / 8" COMP BLOCK-OUT	each	\$ 2,875.50
63			MSKT SP 46'-10.5", 8" COPM BLOCKS	each	\$ 2,769.00
			<b>(MGS W-BEAM RAIL AND PARTS)</b>		
64			VT TRAILING 31" END ANCHOR ASSEMBLY TERMINAL	each	\$ 1,275.00
			<b>TRINITY SOFT STOP MASH</b>		
65		SS-646	SOFTSTOP TL3	each	\$ 3,037.50

We will quote any specialty parts or parts not listed as needed.

Attachment B2  
(Freight Rate Schedule)

BASIC FREIGHT CHARGE	
DISTRICT 1 – BENNINGTON GARAGE VT AGENCY OF TRANSPORTATION Bennington State Garage 359 Bowen Road Bennington, VT	\$ 625.00
DISTRICT 2 - DUMMERSTON GARAGE VT AGENCY OF TRANSPORTATION Londonderry State Garage 158 Derry Woods Road Londonderry, VT	\$ 535.00
DISTRICT 3 - RUTLAND GARAGE VT AGENCY OF TRANSPORTATION Rutland State Garage McKinley Avenue Rutland, VT 05701	\$ 400.00
DISTRICT 4 - WHITE RIVER JUNCTION GARAGE VT AGENCY OF TRANSPORTATION Royalton State Garage 1953 VT RTE. 107 Royalton, Vermont	\$ 360.00
DISTRICT 5 - COLCHESTER GARAGE VT AGENCY OF TRANSPORTATION District 5 Maintenance Office 5 Barnes Avenue Colchester, Vermont	\$ 90.00
DISTRICT 7 - ST. JOHNSBURY GARAGE VT AGENCY OF TRANSPORTATION St. Johnsbury State Garage 1068 US Rte. 5 St. Johnsbury, VT	\$ 360.00
DISTRICT 8 – ST. ALBANS GARAGE VT AGENCY OF TRANSPORTATION St. Albans State Garage 680 Lower Newton Rd St. Albans, VT 05478	\$ 225.00
DISTRICT 9 - DERBY GARAGE VT AGENCY OF TRANSPORTATION Derby State Garage US Route 5 Newport, VT 05855	\$ 402.00
Facilities/Logistics – BERLIN 1721 Airport Road Berlin, VT 05641	\$ 225.00
SPECIFY MINIMUM TRUCKLOAD BY WEIGHT:	2500 LBS.
SPECIFY PRICE STOP-OFF CHARGE PER LOCATION FOR MULTIPLE LOCATION DELIVERIES:	\$ -
NUMBER OF DELIVERY DAYS (BUSINESS) AFTER RECEIPT OF ORDER:	10 DAYS

## **CERTIFICATE OF INSURANCE - REQUIREMENTS**

### **In accordance with Section 8 of Attachment C: Standard State Provisions for Contracts & Grants**

*Revised December 15, 2017*

Before commencing work on respective Agreement with the State of Vermont, the Party must provide certificates of insurance that demonstrate the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

**General Liability and Property Damage:** With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

**Additional Insured:** The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Notice of Cancellation or Change:** There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**Certificate Holder:** The "Certificate Holder" shall be listed as:

The State of Vermont  
Department of Buildings & General Services  
Office of Purchasing & Contracting  
133 State Street, 5th Floor  
Montpelier, VT 05633-8000