

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 Eberl Iron Works, Inc, with a principal place of business in Buffalo, NY, (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 April 1, 2023 and end on March 31, 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 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)

Attachment B1 – Price Schedule

Attachment B2- Freight Rate Schedule

Contractor: Eberl Iron Works, Inc
Contract #: 45447

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: 3/21/2023

Signature: Jennifer M. V. Fitch, BGS Commissioner
DocuSigned by: EC8F68F55FBC42C...

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

By the Contractor:

Date: 3/20/2023

Signature: Nora E Eberl

Name: Nora E Eberl

Title: CFO

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:	Mitch Wojda
Phone:	716/854-7633
Email:	Mitch.Wojda@eberliron.com
 - f. **For the State:**

Name:	State of Vermont, Mike Kennedy
Address:	133 State Street, Montpelier, VT 05633-8000
Phone:	802/249-5058
Email:	Michael.n.kennedy@vermont.gov
- 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

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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.

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**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)
Page 1 of 3

ITEM NO.	DETAIL SHEET MFG.	ITEM DESCRIPTION	UNIT of Measure	UNIT PRICE
M-FLEAT / MSKT INDIVIDUAL PARTS				
3148HDG	MF3000	MFLEAT IMPACT HEAD	Each	\$1,269.23
3247HDG	MP1A	MFLEAT MASH POST #1 UPPER	Each	\$146.15
3061HDG	MP1B	MFLEAT MASH POST #1 LOWER	Each	\$361.54
3059HDG	MHP2A	HINGED POST #2 UPPER	Each	\$100.00
3161HDG	HP2B	HINGED POST #2 BOTTOM	Each	\$169.23
	SF1303	FLEAT ANRAIL 12'-6"	Each	\$253.85
151PG4	F1324	FLEAT SECOND RAIL 10'5"	Each	\$207.69
152PG4	F1334	FLEAT THIRD RAIL 13'6.5"	Each	\$223.08
3383HDG	MS3000	MSKT IMPACT HEAD	Each	\$1,230.77
3384HDG	MTPHP1A	MASH POST 1, UPPER	Each	\$150.77
3385HDG	MTPHP1B	MASH POST 1, LOWER	Each	\$376.92
3160HDG	HP2A	UNIV POST 2, UPPER	Each	\$115.38
3161HDG	HP2B	POST 2, LOWER	Each	\$169.23
	SF1303	W-BEAM GUARDRAIL END SECTION, 12 GA.	Each	\$253.85
60PG4	G12025	12/9-4.5/3-1.5, T2, W-BM	Each	\$116.92
2PG4	G1203A	12/12-6/3-1.5, T2, W-BM	Each	\$130.77
M-FLEAT / MSKT TERMINALS				
		M-FLEAT W / 8IN COMP BLOCK-OUT	Each	\$3,053.85
GR-MASH	SKT	MSKT SP 46'-10.5", 8" COPM BLOCKS		\$2,884.62
(MGS W-BEAM RAIL AND PARTS)				
	G1203A	12/12-6/3-1.5, T2, W-BEAM PANEL	Each	\$130.77
	641	6" X 8" X 14" COMP BLOCK-OUT (4" FACE)	Each	\$8.00
GR-500-	0600HDG	W6X8.5# X 6'0" POST, PUNCHED 7" DOWN FRT & BACK	Each	\$84.62
GR-500-	0800HDG	W6X8.5# X 8'0" POST, PUNCHED 7" DOWN FRT & BACK	Each	\$115.38
GR-1044G		5/8" X 9.5" POST BOLT	Each	\$4.23
GR1001G		5/8" X 1.25" SPLICE BOLT/NUT	Each	\$1.46
MASH TRAILING END TERMINAL				
	HSDEI 19-101	VT TRAILING 31" END ANCHOR ASSEMBLY TERMINAL	Each	\$1,423.08
Guard Rail Items				
1	G-1	1-1/4" x 5/8" GALV Guardrail bolt w. modified heavy hex nut ARTBA Desination FBB01	Each	\$1.46
2	G-1	18" x 5/8" GALV Guardrail bolt w. modified heavy hex nut ARTBA Desination FBB04	Each	\$5.77
3	G-1	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	\$3.46

Attachment B1
(Price Schedule)
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ITEM NO.	DETAIL SHEET	ITEM DESCRIPTION	UNIT of Measure	UNIT PRICE
4	G-1,G-1d	End wing for single beam guard rail, 12 GA. GALV steel 6-1/4" Radius, 2" L x 12/5" D x 16,6" W overall Each to include 4 splice bolts w. DR Nuts	Each	\$76.92
5	G-14, G-15	End wing for single beam guard rail, 12 GA. GALV steel 11" Radius,W beam buffer section w 10 GA GALV bent lip Michigan end shoe for single beam guard rail. Each to include 8 splice bolts w. DR Nuts	Each	\$207.69
6	G-1	Guardrail, 12.5' straight bean, 10ga. GALV STEEL, punched to 6'3" spacing. Each to include 8 splice bolts w/ DR nuts	Each	\$269.23
7	G-1	Guardrail, 12.5' straight bean, 12ga. GALV STEEL, punched to 6'3" spacing. Each to include 8 splice bolts w/ DR nuts	Each	\$140.00
8	G-15	Guardrail, 12.5' straight bean, 12ga. GALV STEEL, punched to 4'2" spacing. Each to include 8 splice bolts w/ DR nuts	Each	\$140.00
9	G-1d	12 GA, curved beam (16' radius includes splice bolts and nuts - 8 sets GALV Steel	Each	\$176.92
10	not detailed	12 GA, curved beam (25' radius includes splice bolts and nuts - 8 sets GALV Steel	Each	\$176.92
11	not detailed	12 GA, curved beam (35' radius includes splice bolts and nuts - 8 sets GALV Steel	Each	\$176.92
12	not detailed	12 GA, curved beam (50' radius includes splice bolts and nuts - 8 sets GALV Steel	Each	\$176.92
13	not detailed	12 GA, curved beam (5' radius includes splice bolts and nuts - 8 sets GALV Steel	Each	\$184.62
14	G-1,G-1d	W6 x 8.5 x 6' Intermediate post GALV Steel	Each	\$84.62
15	not detailed	W6 x 8.5 x 7' Intermediate post GALV Steel	Each	\$98.46
16	G-1	6" x 8" x 6'-0" Standard Wood Post	Each	\$76.92
17	G-1	6" x 8" x 1'-2" Standard Wood Post	Each	\$23.08
18	not detailed	6" x 8" x 1'-2" Composite type material offset block, (Modified, i.e. routed per Std. G-1	Each	\$8.00
19	G-1	5/8" x 9-1/2" post bolt for routed wood or polymer offset block, button head with oval shoulder, USS flat washer and DR hex nut Qalvanized	Each	\$4.23
20	see manufacturer sheet	Flared,Energy Absorbing End Terminal Treatment, meeting NCHRP 350 Test, Level 3, includes all components necessary for a complete installation (FLEAT 350 only)	Each	\$2,653.85
21	see manufacturer sheet	W-Beam guradrail end section. 12 GA, 12'6" long (#F1303 for FLEAT 350) GALV Steel	Each	\$253.85
End SRT-350 Individual Parts				
22	see manufacturer sheet	Tangent, Energy Absorbing End Terminal Treatment, meeting NCHRP 350 Test, Level 3. Includes all components necessary for a complete installation. (SKT 350 only)	Each	\$2,884.62
FLEAT/SKT Individual Parts				

Attachment B1
(Price Schedule)
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ITEM	DETAIL	ITEM	UNIT	UNIT
NO.	SHEET	DESCRIPTION	of Measure	PRICE
26	see manufacturer sheet	Upper 1st Post	Each	\$146.15
27	see manufacturer sheet	Upper 2nd Post	Each	\$115.38
28	see manufacturer sheet	SKT Hardware Parts can	Each	\$169.23
29	see manufacturer sheet	SKT Impact Head Only	Each	\$1,230.77
30	see manufacturer sheet	FLEAT 350 Impact Head Only	Each	\$1,000.00

Attachment B2
(Freight Rate Schedule)
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BASIC FREIGHT CHARGE	
BENNINGTON GARAGE Bennington.	\$
DUMMERSTON GARAGE VT Londonderry.	\$
DISTRICT 3 - RUTLAND GARAGE VT Rutland McKinley	\$
WHITE RIVER JUNCTION GARAGE Royalton.	\$
COLCHESTER GARAGE VT Colchester.	\$
DISTRICT JOHNSBURY GARAGE VT St. 1068 St. Johnsbury.	\$
DISTRICT GARAGE	\$
VT 4811 Newport.	\$
Facilities/Logistics - BERLIN Berlin.	\$
SPECIFY MINIMUM TRUCKLOAD BY WEIGHT 120K LBS.	
STOP-OFF CHARGE PER LOCA	LOCATION DELIVERIES: \$ 200
NUMBER OF DELIVERY DAYS (BUSINESS) AFTER RECEIPT OF ORDER: 30 DAYS	