

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 Chemung Supply Corporation, with a principal place of business in Elmira, 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 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

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: _____

Signature: _____
 Jennifer M.V. Fitch
Name: _____
 Commissioner - Buildings and
 General Services
Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

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: Lisa Gray
 - Phone: 607/733-5506
 - Email: lgray@chemungsupply.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

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	ITEM DETAIL NO.	DETAIL SHEET	ITEM DESCRIPTION	UNIT	LIST PRICE	50% OFF OF LIST FOR FULL TRUCKLOAD	45% OFF OF LIST FOR LESS THAN TRUCKLOAD
1	1	G-1	1.25"x5/8" galv guardrail bolt with modified heavy hex nut	EA	1.62	0.81	0.89
2	2	G-1	18"x5/8" galv guardrail bolt with modified heavy hex nut	EA	11.06	5.53	6.08
3	3	G-1	2"x5/8" galv guardrail bolt with modified heavy hex nut and 3"x1.75"x3/16" post washer	EA	5.54	2.77	3.05
4	16	G-1, G-1D	End wing for single beam guardrail, 12GA galv steel, 6.25" radius, 2'Lx12/5"Dx16.26"W overall. Each to include 4 splice bolts/nuts.	EA	115.50	57.75	63.52
5	16-A	G-14, G-15	End wing assembly consisting of 12GA galv steel, 11" radius w-beam buffer section with 10GA galv bent lip Michigan end shoe for single beam guardrail. Each to include 8 splice bolts/nuts.	EA		NQ	NQ
6	18	G-1	Guardrail 12.5' straight beam 10GA galv steel punched to 6'3" spacing. Each to include 8 splice bolts/nuts.	EA	280.86	140.43	154.47
7	18-A	G-1	Guardrail 12.5' straight beam 12GA galv steel punched to 6'3" spacing. Each to include 8 splice bolts/nuts.	EA	225.98	112.99	124.29
8	18-B	G-15	Guardrail 12.5' straight beam 12GA galv steel punched for 4'2" spacing. Each to include 8 splice bolts/nuts.	EA	225.98	112.99	124.29
9	19	G-1D	12GA curved beam (16' radius includes splice bolts/nuts - 8 sets) galv steel	EA	463.52	231.76	254.94
10	19-A	not detailed	12GA curved beam (25' radius includes splice bolts/nuts - 8 sets) galv steel	EA	311.70	155.85	171.43
11	19-B	not detailed	12GA curved beam (35' radius includes splice bolts/nuts - 8 sets) galv steel	EA	341.48	170.74	187.81
12	19-C	not detailed	12GA curved beam (50' radius includes splice bolts/nuts - 8 sets) galv steel	EA	272.04	136.02	149.62
13	19-D	not detailed	12GA curved beam (5' radius includes splice bolts/nuts - 8 sets) galv steel	EA	636.94	318.47	350.32
14	25	G-1, G-1D	W6x8.5x6' intermediate post galv steel	EA	124.82	62.41	68.65
15	25-B	not detailed	W6x8.5x7' intermediate post galv steel	EA	154.72	77.36	85.10
16	27	G-1	6"x8"x6' standard wood post	EA	87.12	43.56	47.92
17	35-A	G-1	6"x8"x1'2" wooden offset block	EA	22.08	11.04	12.14
18	35B	not detailed	6"x8"x1'2" composite type material offset block	EA	11.40	5.70	6.27
19	43-C	G-1	5/8"x9.5" post bolt for routed wood or polymer offset block, button head with oval shoulder, USS flat washer and DR hex nut, galvanized	EA	5.08	2.54	2.79
20	46	G-1	Reflectorized aluminum washer	EA	11.84	5.92	6.51
21	50	G-1D	1-1/4" anchor rod assembly. Includes 1-1/4"x12" SQ head connector bolt with STD flat washer, STD 1-1/4"x6" turnbuckle and 1-1/4"x8" anchor rod with 5"x5"x3/8" plate washer and STD hex nut	EA	1,217.44	608.72	669.59
22	81-A	G-6	53x5.7x5'3"L intermediate post for cable guardrail galv steel	EA	152.38	76.19	83.81
23	81-B	G-6	53x5.7x5'3"L end post for cable guardrail galv steel (new style - 6")	EA	308.20	154.10	169.51
24	82	G-6	Hook bolt for cable guardrail with steel posts galv steel	EA	1.72	0.86	0.95
25	90	G-1B	53x5.7x5'3"L post for box beam guardrail galv steel	EA	155.14	77.57	85.33
31	CRT-1	FHWA TA T 5040.32	12GA 12.5'L curved beam (8'6" radius includes splice bolts/nuts - 8 sets) galv steel	EA	668.66	334.33	367.76
32	CRT-3	FHWA TA T 5040.32	12GA 12.5'L curved beam (25'6" radius includes splice bolts/nuts - 8 sets) galv steel	EA	311.70	155.85	171.43
33	CRT-4	FHWA TA T 5040.32	12GA 12.5'L curved beam (35' radius includes splice bolts/nuts - 8 sets) galv steel	EA	341.48	170.74	187.81
34	F-1	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)	EA	3,737.50	1,868.75	2,055.62
35	F-1303	see manufacturer sheet	W-beam guardrail end section 12GA 12'6"L (F1303 for FLEAT 350) galv steel	EA	379.50	189.75	208.72
36	F-2	see manufacturer sheet	Flared energy absorbing end terminal treatment meeting NCHRP 350 Test Level 3. Includes all components necessary for a complete installation (8 post SRT-350 only)	EA	3,305.40	1,652.70	1,817.97
37	30G	see manufacturer sheet	SRT-350 first anchor panel 12GA straight beam slotted	EA	608.16	304.08	334.49
38	39G	see manufacturer sheet	SRT-350 second guide panel 12GA straight beam slotted	EA	679.82	339.91	373.90
39	9960G	see manufacturer sheet	SRT-350 slot guard	EA	95.08	47.54	52.29
40	907G		SRT-350 rolled terminal buffer	EA	154.08	77.04	84.74
41	6665B		SRT-350 object marker sticker	EA	34.50	17.25	18.97
42	T-1	see manufacturer sheet	Tangent energy absorbing end terminal treatment, meeting NCHRP Test Level 3. Includes all components necessary for a complete installation (SKT 350 only).	EA	4,266.50	2,133.25	2,346.57
43	PI1	see manufacturer sheet	10GA wbeam 12'6"/3'1.5" (111G) with splice, Header part# 45-111GW	EA	277.88	138.94	152.83
44	PI2	see manufacturer sheet	10GA wbeam 12'6"/4'2" (100G) with splice, Header part# 45-110GW	EA	260.52	130.26	143.29
45	PI3	see manufacturer sheet	8'0 post/W6x8.5#DB:DR, Header part# 21-14836G	EA	176.30	88.15	96.96
46	Thrie panel	S-360-B	Thrie w-beam 12'6" panel	EA	253.72	126.86	139.55
47	Thrie wpan	S-363	Thrie beam to standard w-beam	EA	372.32	186.16	204.78
48	Thrie BRG	S-360B	Thrie bridge shoe - beam to bridge connection	EA	182.86	91.43	100.57
49	006058B	SRT 350	Wood 3'9" post 5.5"x7.5" band	EA	143.64	71.82	79.00
50	4147-B	SRT 350	Wooden post 6x8 stub 3'9"	EA	64.36	32.18	35.40
51	9627		Spider for 1-1/4" anchor rod assembly	EA	694.30	347.15	381.86
52	36101A	SRT 27	SRT 27 hardware parts can	EA	1,177.30	588.65	647.51
53	14578G	SRT27	6'0" post/8.5# SYTP 2nd-5th posts	EA	282.56	141.28	155.41
54	34056A	SRT 27	TRM UP post 2'3-3/8" 1st post	EA	803.98	401.99	442.19

Attachment B1
(Price Schedule)

55	SS446	see manufacturer sheet	27" all steel SRT 446 includes all components necessary for a complete installation (8 post SRT 27 only)	EA	3,837.48	1,918.74	2,110.61
56	TPHP1A	see manufacturer sheet	Upper 1st post	EA	207.00	103.50	113.85
57	UPP2A	see manufacturer sheet	Upper 2nd post	EA	157.56	78.78	86.66
58		see manufacturer sheet	SKT hardware parts can	EA	207.00	103.50	113.85
59	S3000	see manufacturer sheet	SKT impact head only	EA	1,840.00	920.00	1,012.00
60	F3000	see manufacturer sheet	FLEAT 350 impact head only	EA	1,380.00	690.00	759.00
61	3148HDG	MF3000	MFLEAT impact head	EA	1,897.50	948.75	1,043.62
62	3247HDG	MP1A	MFLEAT MASH post #1 upper	EA	218.50	109.25	120.17
63	3061HDG	MP1B	MFLEAT MASH post #1 lower	EA	540.50	270.25	297.27
64	3059HDG	MHP2A	Hinged post #2 upper	EA	138.00	69.00	75.90
65	3161HDG	HP2B	Hinged post #2 bottom	EA	253.00	126.50	139.15
66		SF1303	Fleat guardrail end 12'6"	EA	379.50	189.75	208.72
67	151PG4	F1324	Fleat second rail 10'5"	EA	299.00	149.50	164.45
68	152PG4	F1334	Fleat third rail 13'6.5"	EA	322.00	161.00	177.10
69	3383HDG	MS3000	MSKT impact head	EA	1,840.00	920.00	1,012.00
70	3384HDG	MTPHP1A	MASH post 1, upper	EA	225.40	112.70	123.97
71	3385HDG	MTPHP1B	MASH post 1, lower	EA	563.50	281.75	309.92
72	3160HDG	HP2A	Univ post 2, upper	EA	157.56	78.78	86.66
73	3161HDG	HP2B	Post 2, lower	EA	253.00	126.50	139.15
74		SF1303	W-beam guardrail end section, 12GA	EA	379.50	189.75	208.72
75	60PG4	G12025	12/9-4.5/3-1.5 T2 w-beam	EA	161.00	80.50	88.55
76	2PG4	G1203A	12/12-6/3-1.5 T2 w-beam	EA	167.90	83.95	92.34
77			MFLEAT with 8" comp block-out	EA	4,450.50	2,225.25	2,447.77
78			MSKT SP 46'-10.5" 8" comp block	EA	4,301.00	2,150.50	2,365.55
79		G1203A	12/12-6/3-1.5 T2 w-beam	EA	167.90	83.95	92.34
80		641	6"x8"x14" comp block-out (4" face)	EA	11.40	5.70	6.27
81			W6x8.5#x6' post punched 7" down frt & back	EA	124.82	62.41	68.65
82			W6x8.5#x8' post punched 7" down frt & back	EA	176.30	88.15	96.96
83			5/8"x9.5" post bolt	EA	3.70	1.85	2.03
84			5/8"x1.25" splice bolt/nut	EA	1.62	0.81	0.90
85			VT trailing 31" end anchor assembly terminal	EA	2,127.50	1,063.75	1,170.12
86	SS-646		SOFTSTOP MASH TL3	EA	4,590.68	2,295.34	2,524.87

Attachment B2
(Freight Rate Schedule)

BASIC FREIGHT CHARGE

DISTRICT 1 – BENNINGTON GARAGE VT AGENCY OF TRANSPORTATION Bennington State Garage 359 Bowen Road Bennington, VT	\$ 0
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DISTRICT 2 - DUMMERSTON GARAGE VT AGENCY OF TRANSPORTATION Londonderry State Garage 158 Derry Woods Road Londonderry, VT	\$ 0
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DISTRICT 3 - RUTLAND GARAGE VT AGENCY OF TRANSPORTATION Rutland State Garage McKinley Avenue Rutland, VT 05701	\$ 0
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DISTRICT 4 - WHITE RIVER JUNCTION GARAGE VT AGENCY OF TRANSPORTATION Royalton State Garage 1953 VT RTE. 107 Royalton, Vermont	\$ 0
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DISTRICT 5 - COLCHESTER GARAGE VT AGENCY OF TRANSPORTATION District 5 Maintenance Office 5 Barnes Avenue Colchester, Vermont	\$ 0
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DISTRICT 7 - ST. JOHNSBURY GARAGE VT AGENCY OF TRANSPORTATION St. Johnsbury State Garage 1068 US Rte. 5 St. Johnsbury, VT	\$ 0
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DISTRICT 8 – ST. ALBANS GARAGE VT AGENCY OF TRANSPORTATION St. Albans State Garage 680 Lower Newton Rd St. Albans, VT 05478	\$ 0
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DISTRICT 9 - DERBY GARAGE VT AGENCY OF TRANSPORTATION Derby State Garage 4611 US Route 5 Newport, VT 05855	\$ 0
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Facilities/Logistics – BERLIN 1721 Airport Road Berlin, VT 05641	\$ 0
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SPECIFY MINIMUM TRUCKLOAD BY WEIGHT:	40,000	LBS.
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SPECIFY PRICE STOP-OFF CHARGE PER LOCATION FOR MULTIPLE LOCATION DELIVERIES:	\$ 0	
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NUMBER OF DELIVERY DAYS (BUSINESS) AFTER RECEIPT OF ORDER:	14	DAYS
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