

# State of Vermont

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

# CONTRACT



**Vendor ID 0000011518**  
**Eastern Metal/USA-Sign**  
**1430 Sullivan ST**  
**Elmira NY 14901-1698**  
**United States**

|   |  |
|---|--|
| <b>Contract ID</b><br>00000000000000000000000037342 | <b>Page</b><br>1 of 2                  |
| <b>Contract Dates</b><br>11/01/2018 to 10/31/2019   | <b>Origin</b><br>CPS                   |
| <b>Description:</b><br>CPS-TRAFFIC CONTROL DEVICES  | <b>Contract Maximum</b><br>\$75,000.00 |
| <b>Buyer Name</b><br>Brian Jon Berini               | <b>Buyer Phone</b><br>802/828-2217     |
| <b>Contract Status</b><br>Approved                  |  |

**Phone #:**

| Line # | Item ID | Item Desc   | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|---|-----|------------|---------|---------|
| 1      |         | ROLL-UP SIGNS AND PORTABLE STANDS & OTHER TRAFFIC CONTROL DEVICES | EA  | 0.01000    | 0.00    | 0.00    |

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

- Parties. This is a contract for services between the State of Vermont, Agency of Transportation (hereinafter called "State"), and Eastern Metal/USA-Sign, with a principal place of business in Elmira, NY, (hereinafter called "Contractor"). Contractor's form of business organization is a 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 Traffic Control Devices. 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 \$75,000.00.
- Contract Term. The period of contractor's performance shall begin on November 1, 2018 and end on October 31, 2019 with three 12-month options to renew.
- This contract is issued based on the Request for Proposal issued by Vermont as the Lead State on behalf of Vermont, New Hampshire, and Maine.
- 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 17 pages including the following attachments which are incorporated herein:  
Attachment A - Statement of Work  
Attachment B - Payment Provisions  
Attachment B1 - Price List  
Attachment C - "Standard State Provisions for Contracts and Grants a preprinted form (revision date 12/15/2017)  
Attachment D - Product Specifications
- 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  
(6) Attachment D

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**CONTRACT**



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| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|-----------|-----|------------|---------|---------|
|--------|---------|-----------|-----|------------|---------|---------|

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

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. Line Items 1 through 88 as identified on Page(s) 1-2 of Attachment B-1.
2. **WARRANTY:** The Contractor shall include with its proposal a written warranty for each product that it intends to furnish. Warrantees must be based on commercial use, and shall extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser; however, longer term warranties are desirable and will be given favorable consideration, all else being equal.
3. **REPORTING REQUIREMENTS:** Contractor shall 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. State 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

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

4. **DELIVERY:** All pricing is to include F.O.B. delivery to the ordering facility. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. 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.
5. **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.
6. **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.
7. **VERMONT STATE COLLEGES:** This contract is also available for use by the University of Vermont and the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.

8. **TOWNS AND SCHOOLS OF THE STATE OF VERMONT:** This contract is also available for use by Towns and Schools of the State of Vermont. It should be noted that all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

**9. 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:** Pricing shall be at the rates established on Pages 1-2 of Attachment B-1. 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, 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. The Visa Purchasing Card may be used as a form a payment.
6. Vermont State Colleges: Pricing is available to VT Colleges but shall be subject to freight charges. There is a \$3,500.00 per order for free freight.
7. Towns and Schools of the State of Vermont: Pricing is available to VT subdivisions but shall be subject to freight charges. There is a \$3,500.00 per order for free freight.
8. Contractor shall submit invoices to the State at rates established and identified in Attachment B-1.

Attachment B-1  
PRICE LIST  
Roll-up Signs and Portable Stands  
and other Traffic Control Devices

| Line # | Part Number                | Description   | Price    |
|--------|----------------------------|---|----------|
|        | <b>SIGNS</b>               |   |          |
| 1      | No Part # Assigned         | Roll-up sign 36"x36" retro reflective orange standard legend with storage case                                  | \$49.05  |
| 2      | No Part # Assigned         | Roll-up sign 36"x36" retro reflective orange standard legend with storage case with unclamp for post attachment | \$55.60  |
| 3      | R/48-SBFO-HD               | ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE.                           | \$70.68  |
| 4      | R/48-2BFO-OL-HD            | ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 1 OVERLAY            | \$88.33  |
| 5      | R/48-2BFO-2OL-HD           | ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 2 OVERLAYS           | \$103.15 |
| 6      | R/48-SBFO-2FF              | 48" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags  | \$69.16  |
| 7      | R/48-SBFO-2FF-HD           | 48" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags& Case  | \$78.53  |
| 8      | R/48-SBFO-2FF-OL1          | 48" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags& Overlay   | \$93.06  |
| 9      | R/48-SBFP-HD               | 48" Superbrite Fluorescent Pink Roll Up   | \$62.16  |
| 10     | R/48-SBFP-2FF              | 48" Superbrite Fluorescent Pink Roll Up w/ 2 Folding Flags  | \$66.12  |
| 11     | R/4824-SBFOHD              | ROLL-UP SIGN: 48" BY 24", RETROREFLECTIVE, ORANGE, STANDARD LEGEND, WITH STORAGE CASE.                          | \$39.54  |
| 12     | SC-48-HD                   | STORAGE CASE, REPLACEMENT FOR 48"ROLLUP   | \$9.29   |
| 13     | R/36-SBFO-OL-HD            | ROLL-UP SIGN: 36" BY 36", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 1 OVERLAY            | \$64.28  |
| 14     | R/36-SBFO-2OL-HD           | ROLL-UP SIGN: 36" BY 36", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 2 OVERLAYS           | \$77.96  |
| 15     | R/36-SBFO-2FF              | 36" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags  | \$49.73  |
| 16     | R/36-SBFO-2FF-HD           | 36" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags& Case  | \$57.47  |
| 17     | R/36-SBFP-2FF              | 36" Superbrite Fluorescent Pink Roll Up w/ 2 Folding Flags  | \$49.73  |
| 18     | R/36-SBFP-HD               | 36" Superbrite Fluorescent Pink Roll Up   | \$57.47  |
| 19     | R/36-SBW/FO-SA             | 36" SUPERBRITE FLOURESCENT ORANGE ROLL UP STOP AHEAD SYMBOL   | \$48.52  |
| 20     | SC-36-HD                   | STORAGE CASE FOR 36" ROLL-UP SIGNS  | \$9.00   |
| 21     | No Part # Assigned         | CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 48"                               | \$25.00  |
| 22     | No Part # Assigned         | CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 36"                               | \$25.00  |
| 23     | No Part # Assigned         | 48" SCREEN CHARGE   | \$50.00  |
|        | <b>STANDS</b>              |   |          |
| 24     | X-553-TP                   | SIGN STAND: MID-SIZE, 4-LANE, INTERSTATE. GALVANIZED STEEL CONSTRUCTION. PULL-PIN LEG RELEASE                   | \$110.03 |
| 25     | X-553-DD                   | Interstate X-stand w/2 Coil Springs, 2 Rigid & 1 Roll-up Sign Holder & Direct Drive Leg Release                 | \$122.24 |
| 26     | C-202-TPTK                 | SIGN STAND: COMPACT, GALVANIZED STEEL, PULL-PIN LEG RELEASE   | \$68.50  |
| 27     | C-202-DDTK                 | SIGN STAND: COMPACT, GALVANIZED STEEL, WITH DIRECT DRIVE LEG RELEASE  | \$69.13  |
| 28     | C-902-TPTK                 | SIGN STAND: COMPACT, ALUMINUM, PULL-PIN LEG RELEASE   | \$74.69  |
| 29     | C-902-DDTK                 | SIGN STAND: COMPACT, ALUMINUM, WITH DIRECT DRIVE LEG RELEASE  | \$73.94  |
|        | <b>PADDLES</b>             |   |          |
| 30     | FLH-2472-DG/DGF            | 24" STOP/SLOW Paddle w/12" Handle & 60" Staff, Diamond Grade  | \$55.58  |
| 31     | FLH-1872-DG/DGF            | 18" STOP/SLOW Paddle w/12" Handle & 60" Staff, Diamond Grade  | \$47.12  |
| 32     | FLH-24-SV-COVER            | Cover/Storage Case w/Velcro Closure for 24" STOP/SLOW Paddle  | \$10.00  |
| 33     | FLH-18-SV-COVER            | Cover/Storage Case w/Velcro Closure for 18" STOP/SLOW Paddle  | \$7.00   |
| 34     | VA-WZ-1865-DG/DGF          | 18" DUAL W/6.5 ABS HANDLE, REQUIRES 3EA. C-CELL BATTERIES   | \$190.00 |
| 35     | VA-WZ-1872-DG/DGF          | 18" DUAL W/6.5 ABS HANDLE,W/72" STAFF REQUIRES 3EA. C-CELL BATTERIES  | \$200.00 |
| 36     | VA-WZ-1884-DG/DGF          | 18" DUAL W/6.5 ABS HANDLE,W/84" STAFF REQUIRES 3EA. C-CELL BATTERIES  | \$205.00 |
| 37     | VA-WZ-2465-DG/DGF          | 24" DUAL W/6.5 ABS HANDLE, REQUIRES 4 EA. C-CELL BATTERIES  | \$220.00 |
| 38     | VA-WZ-2472-DG/DGF          | 24" DUAL W/6.5 ABS HANDLE, AND 72" SHAFT REQUIRES 4 EA. C-CELL BATTERIES  | \$230.00 |
| 39     | VA-WZ-2484-DG/DGF          | 24" DUAL W/6.5 ABS HANDLE, AND 84" SHAFT REQUIRES 4 EA. C-CELL BATTERIES  | \$235.00 |
| 40     | VA-WZ-18SV-COVER           | COVER STORAGE CASE W/VELCRO CLOSURE 18"   | \$7.00   |
| 41     | VA-WZ-24SV-COVER           | COVER STORAGE CASE W/VELCRO CLOSURE 24"   | \$10.00  |
|        | <b>WARNING FLAGS</b>       |   |          |
| 42     | FROV-224/30                | 24" WITH DOWEL  | \$3.10   |
| 43     | FROV-218/30                | 18" WITH DOWEL  | \$2.65   |
| 44     | FROV-224/36                | 24" X 24" WITH 36" X 3/4" SOLID WOOD STAFF  | \$3.27   |
| 45     | FROV-218/36                | 18" X 18" WITH 36" X 3/4" SOLID WOOD SHAFT  | \$2.68   |
| 46     | 4X4X063-HI/AL              | 4" x 4" Aluminum Diamond-shaped Delineator w/High Intensity finish  | \$1.35   |
| 47     | TOM-W-1S                   | Temporary Overlay Marker - White, One-Sided, 500 Pieces/Box   | \$0.65   |
| 48     | TOM-W-2S                   | Temporary Overlay Marker - White, Two-Sided, 500 Pieces/Box   | \$0.69   |
| 49     | TOM-Y-1S                   | Temporary Overlay Marker - Yellow, One-Sided, 500 Pieces/Box  | \$0.65   |
| 50     | TOM-Y-2S                   | Temporary Overlay Marker - Yellow, Two-Sided, 500 Pieces/Box  | \$0.69   |
|        | <b>BARRICADES</b>          |   |          |
| 51     | BR-2100-210153             | Type I All-Plastic Folding Barricade w/High Intensity Sheeting  | \$51.00  |
| 52     | BR-2100-210213             | Type II All-Plastic Folding Barricade w/High Intensity Sheeting   | \$56.17  |
| 53     | BR-3042-A-LEG              | A-Frame Leg only for use w/BR-3100 & BR-3200 Rails (listed below)   | \$19.76  |
| 54     | BR-3100-4-HI-L&R           | 4' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides   | \$17.34  |
| 55     | BR-3100-6-HI-L&R           | 6' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides   | \$24.98  |
| 56     | BR-3100-8-HI-L&R           | 8' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides   | \$31.28  |
| 57     | BR-3200-10-HI-L&R          | 10' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides  | \$43.73  |
| 58     | BR-3200-12-HI-L&R          | 12' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides  | \$59.33  |
| 59     | BC-3005-FRAME              | 5' Square Tube Upright Type III Barricade Frame & Base w/Breakaway Hrdw.  | \$87.68  |
| 60     | EM-400-PC                  | 6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included   | \$20.00  |
| 61     | MFR 3D MODEL#300042        | TYPE 1 OR TYPE II A-FRAME BARRICADE LEG   | \$19.76  |
| 62     | MFR 3D MODEL#302454        | 4' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides   | \$17.34  |
| 63     | MFR 3D MODEL#302584        | 6' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides   | \$24.98  |
| 64     | MFR 3D MODEL#302649        | 8' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides   | \$31.28  |
| 65     | MFR 3D MODEL#302714        | 10' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides  | \$43.73  |
| 66     | MFR 3D MODEL#302779        | 12' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides  | \$59.33  |
| 67     | MFR EMCO MODEL#SQB35-FRAME | GALVANIZED STEEL TYPEIII BARRICADE FRAME (INCLUDING BREAKAWAY HARDWARE)   | \$87.68  |
| 68     | MFR EMCO MODEL EM-400-PC   | 6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included   | \$20.00  |
| 69     | No Part # assigned         | E-FLARE FLASHING LED SAFETY BEACON 360 DEGREE , FOUR LED'S, REQ 2 EA D-CELL (NOT/INCL) AMBER W/BASE & CLIP      | \$46.00  |
| 70     | EF-400A-EFLARE             | AMBER LED LIGHT ONLY  | \$39.99  |
| 71     | EF-400A-AMBER              | BASE FOR ALL EFLARES  | \$5.09   |
| 72     | EF-BASE                    | CLIP ATTACHES EFLARE TO CONE OR BELT  | \$4.68   |
| 73     | EF-MAGNET                  | MAGNET MOUNT SECURELY TO STEEL SURFACES   | \$15.20  |
| 74     | No Part # Assigned         | Flat fiberglass rods/battans used to hold the corners of the sign open (corner to corner)                       | \$7.83   |
| 75     | No Part # Assigned         | Clips / hardware that hold the rod to the corner  | \$5.00   |

Attachment B-1  
PRICE LIST  
Roll-up Signs and Portable Stands  
and other Traffic Control Devices

| Line # | Part Number              | Description   | Price   |
|--------|--------------------------|---|---------|
|        | <b>Replacement Parts</b> |   |         |
| 76     | KIT-CP-2LP               | Kit includes two complete Lock-pockets, face plates & pop-rivets (8)                            | \$5.00  |
| 77     | 2FF                      | Two 18"x18" Folding Flags w/30" Fiberglass staff, for 36" or 48" roll-up sign                   | \$8.24  |
|        |                          | <b>C-202 COMPACT SIGN STAND REPLACEMENT PARTS</b>   |         |
| 78     | C-202-TP-LL/A            | Leg assembly, must specify LEFT or RIGHT and T-Pin or Direct Drive (requires specialized tools) | \$4.44  |
| 79     | C-202-TP-OR/A            | Leg Outrigger Assembly  | \$5.16  |
| 80     | C-202-TP-BASE            | Base (2) - MUST SPECIFY T-PIN OR DIRECT DRIVE LEG RELEASE                                       | \$7.33  |
| 81     | 0230-55110               | Turn-Knob Mast assembly, includes Leaf-spring   | \$19.30 |
|        |                          | <b>X-553 INTERSTATE STAND REPLACEMENT PARTS</b>   |         |
| 82     | X-550-TM/A               | Top-Mast Assembly   | \$7.80  |
| 83     | X-550-BM/A               | Bottom-Mast Assembly  | \$10.24 |
| 84     | X-550-TP-BASE            | Base Assembly - MUST SPECIFY T-PIN OR DIRECT DRIVE  | \$8.90  |
| 85     | X-550-CS/A(2)            | Coil Springs (2) - includes castings (4), support strips (2), bolts (4)                         | \$38.00 |
| 86     | X-550-LL/A               | Leg Assembly - must specify LEFT or RIGHT and T-Pin or Direct Drive                             | \$7.37  |
| 87     | X-550-DD-12(2)           | Rigid Sign holders - set of two, with Thumb Screw   | \$12.95 |
| 88     | X-550-DD-61(1)           | Roll-up Sign Holder w/Knob Holder   | \$6.00  |

*Includes delivery charges to any point within the State of Vermont.*

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

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that 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 this 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.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’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.

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

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment-D  
Specifications

August 2010

Specifications for Temporary Traffic Control Devices (TTCD)  
Includes: Retro reflective Roll-up Signs and Portable Sign Stands  
Stop/Slow Paddle Signs, Warning Flags,  
Delineator Reflectors, TOM's, Barricades, Barricade Lights

Temporary work zone devices, including portable barriers, manufactured after December 31, 2019 shall have been successfully tested to the 2016 edition of MASH. Such device manufactured on or before this date, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

## **Signs**

All signs available under this contract shall conform to requirements of the manual of Uniform Traffic Control Devices (MUTCD). All signs shall be crash-tested and NCHRP-350 accepted with sign stands as specified.

### **Roll-Up Signs:**

Performance: Roll-Up signs provided under this Contract shall provide both retro-reflectivity and high degree of legibility for the motorist, and contribute to the safety of highway workers. The sign, when installed on existing sign stands, shall retain full visibility of the approaching motorist be remaining perpendicular and maintaining a flat viewing surface, in varying wind and traffic conditions. Sign and sign material shall be durable, highly reflective, and fluorescent and offer maximum visibility in all day/night light situations.

Sign panels shall be diamond or rectangular in shape.

Material: All roll-up signs shall be manufactured from a base material suitable for intended use and have a reflective sign face material of retro-reflective ORALITE Super Bright fluorescent orange sheeting material, ASTM type VI, or better. White material shall be reflective prismatic vinyl, ORALITE Classic/Superbright or acceptable equal. Non-reflective materials will not be accepted. Mesh signs will not be considered. Sign pockets for securing battens shall be two (2) each constructed of lexan/polycarbonate material permanently riveted to sign face. No stitched pockets shall be considered.

#### High Performance Battens:

48" diamond signs shall have a minimum 3/8" thick X 1-1/4" wide X (length required) vertical fiberglass battens and High Performance (HP) 5/16" thick X 1-1/4" wide X (length required) horizontal fiberglass batten.

36" (or larger) X (any dimension) rectangular signs shall have a 5/16" thick X 1-1/4" wide X (length required) fixed fiberglass batten and 5/16" thick X 1-1/4" wide X (length required) rotating HP fiberglass batten.

36" diamond signs shall have a 1/4" X 1-1/4" wide X (length required) vertical fiberglass batten and 1/4" thick X 1-1/4" wide X (length required) horizontal HP fiberglass batten.

Attachment-D  
Specifications

All signs shall be permanently roll-riveted to vertical or flexed batten with 1/8" rolled steel or aluminum rivet (minimum) and .060 clear lexan washers on sign front to inhibit "pull-through". Two (2) permanently affixed heavy duty Velcro "D-Ring" tie assemblies shall be affixed to the sign and vertical batten to securely attach sign to large stand mast. Braces shall be connected with a (minimum) 1/4" diameter rolled steel rivet supplemented with a washer on the two outside faces of the braces and a washer separating the two braces. Horizontal batten shall smoothly pivot from center.

Horizontal Cross Brace/Corner Pocket assembly shall be designed to accommodate the insertion of the horizontal cross brace without flexing. Pockets shall be Lexan/Poly-Carbonate based, or acceptable equal, securely attached to sign by means of (minimum) 4-3/16" diameter rolled steel rivets and a clear Lexan template on sign surface. All stationary and movable part(s) subject to wear shall be reliable over time, with any critical movable part to be easily replaceable.

Standard legends: letters, numerals, symbols and borders shall conform to the Federal Highway Administration "Safety Highway Signs" document/State of Vermont Agency of Transportation frequently used standard legends. All sign copy/legends shall be permanent for use on the material, and shall be screen-printed in permanent black ink. Legend shall also be printed on the outside border at sign bottom so that sign legend is identifiable without unrolling the sign.

Storage case: each panel shall be shipped rolled in its own (minimum) 18 ounce heavy-duty reinforced vinyl protective case with Velcro (hook and loop) closure and carrying handle at mid-point on case. Case shall be stenciled legibly to indicate the copy of the enclosed sign. Signs shall include all cross-braces.

Overlays: all overlays shall be of the same material as the master sign blank and shall attach securely with two Velcro "loop" strips permanently sewn to entire overlay length (top and bottom). Velcro strips shall also be securely and completely sewn on corresponding sign location to match up with overlay. Signs shall be delivered with all overlays as ordered and shall have Velcro "hook" strip of same length (as "loop" on overlay) permanently stitched to sign master blank so as to align properly with the top and bottom of the overlay. Overlays shall completely cover sign text it is intended to replace.

Operation: all roll-up signs offered shall be furnished completely assembled and ready for intended use. Signs shall have the ability to be quickly and easily put into service by the average worker in varying wind and traffic conditions. This shall include unrolling, securely inserting battens in positive locking corner pocket assembly that maintains integrity with fiberglass supports and will not work loose over time. All removable parts or pieces shall be easily field replaceable or repairable. Signs shall have the ability to be easily rolled up for insertion in storage case when not in use.

**Flag holders:**

Imprinting on sign back:

Each sign shall have owner & date printed on the back side.

Example: VTrans District \_\_\_\_\_ " Date \_\_/\_\_/\_\_"

Requests may be made for custom signage from departments other than AOT and may require more characters.

Option for Incident Management: Signs as above, except sign facing shall be Superbright fluorescent pink (equal to or better than ORALITE) and with approved list of legends for Incident Management (MUTCD 2003, 6l).

## Attachment-D Specifications

Note: "End road Work" signs must be rectangular in shape and stand must accommodate this sign.

### **Sign Covers:**

For standard diamond 36" or 48" rigid signs, or corresponding 36" X 48" and 48" X 60" Speed Limit rectangles, "Sign-velope" design shall consist of black 18 ounce vinyl to completely cover and protect sign. Positive attachment to sign using two ¼-turn buckle closure systems shall be used to both protect sheeting and allow sign to breath, preventing potential delamination.

### **Portable Wind Deflecting sign stands:**

Sign stands shall have been Crash Tested to meet the criteria of NCHRP-350 and be suitable for high-speed interstate applications. Sign stands shall be portable and foldable, of a wind deflecting type and shall be capable of displaying 48" and 36" (diamond or rectangular) (regular duty or high performance) vinyl roll-up work zone signs without overturning or rotating in open two or four lane roads with traffic speeds in excess of 65 MPH and high speed interstate applications, and without the need for exterior leg ballasts during most operations.

Wind deflecting sign stands shall be designed to work effectively for minimum of 3-5 years, with corrosion and fatigue resistant spring systems that always start at, and return to, a fully vertical position, over the normal life expectancy.

All stands shall have four (4) adjustable legs with durable non-skid end caps of soft durometer, through-riveted to leg end.

Note: Portable signs placed behind guardrail must be capable of being raised high enough to display the entire sign above the guardrail.

Note: Stands must be able to accommodate sign that is rectangular in shape ("End Road Work").

### **Mid-Size 4-Lane Stand for Rigid and Roll-Up Signs:**

Interstate stands shall be constructed of galvanized steel. Weight of stand shall be a minimum of thirty-six (36) pounds and less than forty (40) pounds including two each rigid and one each roll-up brackets. Approximate open dimensions are 38" wide X 83" deep X 87" high. Minimum 1" tubular galvanized steel legs and mast shall attach to base, to be a minimum of 3/16" plate steel with baked enamel finish or powder painted flat black. Legs shall be 2-setting with independent movement, "locking" into open or folded positions. A minimum of two (2) "open" positions shall allow for adjustments to compensate for uneven terrain. Stand base shall include a wind deflecting spring mechanism using two heavy duty vertical springs, and shall include an anti-rotational feature to prevent the attached sign from spinning; spring deflecting system shall only flex forward and back. The latch assembly to receive the sign shall provide a positive guide and down stop position, and provide a secure attachment feature for the sign. Stand shall display rigid or roll-up signs at minimum 12" to 4 feet above grade. Stand shall be equipped with three flag holder brackets permanently secured to mast top. Leg release shall be kick-release latch or pull-pin.

## Attachment-D Specifications

Each stand shall be stamped or otherwise permanently labeled with the model number. Component replacement parts shall be available for purchase and shall be field replaceable with basic hand tools. All components, including bolts and fasteners, shall be heavy-duty aluminum, galvanized or powder-coated steel, or stainless steel. All material shall be first quality and have no defects or sharp edges.

### **Compact Sign Stands:**

Compact sign stands shall be galvanized steel or heavy-duty aluminum. Weight shall be between 19 and 25 pounds. Two-piece telescoping legs shall be released by kick-release latch or pull-pin. Mast flex must be adjustable without tools, to accommodate the load dynamics of both regular duty and high performance roll-up signs. Spring deflecting system shall only flex forward and back. Folded stand shall be no larger than approximately 8.5" X 8.5" X 26". The footprint with legs extended shall be approximately 44" wide X 71" deep X 26" high. Sign shall affix to stand at minimum 12" with adjustment to 20" above real grade. All other specifications for sign stands shall apply.

### **Stop/Slow Paddles:**

Lightweight semi-rigid ABS plastic mounted on a 2-piece easily disconnected rigid 6 to 8 foot staff, minimum 1" diameter wood or rigid PVC with two sturdy ¼" plated steel bolts with lock nuts or rivets. Sign faces shall be retroreflective sheeting ASTM type VII, VIII or IX, with SLOW side fluorescent orange and the STOP side red. Paddle signs shall be available in both 24" octagonal shape with 8" letters, and 18" octagonal with minimum 6" letters. Letters and border shall be retroreflectorized. The background for the STOP face shall be red with white letters and border. The background for the SLOW face shall be orange with black letters and border. Sign Paddles shall conform to MUTCD Standard 6E.03.

### **Paddle Sign Cover:**

Pouch or envelope, minimum 18 oz. orange vinyl with two (2) Velcro closures. Shall be available in two sizes for 18" and 24" paddles.

### **Warning Flags:**

24" X 24" square, bright fluorescent red/orange, nylon reinforced solid vinyl fabric. Securely fastened to a 36" or 24" length ¾" diameter wood or polyethylene dowel. The free edge of the flag shall be weighted so the flag will hang vertically, even in heavy winds. MUTCD Standard 6E.03. 18" X 18" square, red/orange, vinyl fabric, securely fastened to a 24" or 36" length ¾" diameter dowel.

### **Delineator Reflectors:**

Center mount reflectors shall be 4" 0.063 aluminum or polycarbonate diamond shaped backing with slightly rounded corners, drilled in center and 1" below center for mounting. High intensity reflective sheeting face, available in silver ASTM type III; yellow and red ASTM type VIII or IX; blue or green ASTM type III.



Attachment-D  
Specifications

**Temporary Overlay Markers (TOMs):**

Reboundable pavement markers, 2" high X 4" wide X 1.125 base, with factory-applied adhesive pad. Shall be .060" thick reflective polyurethane. Markers shall be available as one-sided or two-sided, and in yellow or white.

**Plastic Barricades:**

All barricades available under this contract shall conform to requirements of the Manual of Uniform Traffic Control Devices (MUTCD). All barricades shall be crash-tested and NCHRP-350 accepted. Type I and II barricades shall use plastic A-frame legs that are interchangeable between the two types and will accept interchangeable plastic rails of various lengths. Rails shall be 8" in height and available in 4', 6' and 8' lengths for 1" thick rails and 10' and 12' lengths for 2" rails. Type III barricades shall use a galvanized steel frame with breakaway hardware and shall accept the standard rails used for Type I and II barricades.

**Led Barricade Light:**

Portable and mountable, 7" minimum, bright lens intensity, 6-volt or D-cell, solid state circuitry, with minimum 2500-hour battery life. Photocell for automatic on/off during day/night operations. Dual function steady-burn or flashing yellow light. Solid yellow case. Battery Included.