FI84 9/96
Division of Finance

CONTRACT # 01-9226

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation (Agency Name) 810 (Agency Code) Warehouse (Division) referred to as STATE and the following:

COPY

CONTRACTOR Jordan River Galvanizing (Name)
5447 West Axel Park Road (9580 South) (Address)
West Jordan (City) UT (State) 84088 (Zip Code)
Adam Lux (Contact Person) (801) 282-9375 (Phone Number)
870638037 (Federal ID#) 73349D (Vendor Number) 57044261709, 57044000295, 57044102903 (Commodity Code(s))

LEGAL STATUS OF CONTRACTOR
- ____ Sole Proprietor
- ____ Non-Profit Corporation
- X For-Profit Corporation
- ____ Partnership
- ____ Government Agency

2. GENERAL PURPOSE OF CONTRACT:

Requirements Contract to provide the State with various sizes of Steel U Post for a period of three (3) years with (2) two one year renewal Options.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF1147, Requisition # RX81016000000267, FY 2001, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date 06/15/01. Termination date 06/14/06, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) two (1) year.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $999,999.99 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Special Terms & Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF1147 dated 05/08/01.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR	STATE OF UTAH
Contractor's Signature	Neal Christensen, Admin. Services Director
Contractor's Name	Director, Division of Purchasing
Title	Director, Division of Finance

The DOF will enter this contract on FI-NET prior to final review by Finance and Purchasing. While the review is pending a copy of this contract form with the number will be faxed to your agency.

Marty ~~Tracie Meglano~~ ~~(801) 965-4818~~
Person to Receive Faxed Copy Fax Number

ATTACHMENT B: BID SPECIFICATION

STEEL U-POST

1.0 **GENERAL DESCRIPTION**. To provide UDOT with Steel U-Post. The contract will be a three year contract with two 1-year options.

2.0 **PRODUCT REQUIREMENTS.**

2.1 **General Requirements.**

2.1.2 **Posts**

2.1.2.1 Structural Steel: Galvanized, U-shaped, with 8mm diameter mounting holes.

2.1.2.2 Galvanizing: AASHTO M-111-80

2.1.2.3 Length: As shown on Standard Drawing 726-1

3.0 **Size & Pricing**

New Pricing effective 6-15-04

3.1 Commodity Code 57044261709	6' Post	~~$4.92~~	8.40
3.2 Commodity Code 57044000295	7' Post	~~$5.74~~	9.80
3.3 Commodity Code 57044102903	10' Post	~~$8.20~~	14.00

4.0 **Packaging**

4.1 Packaged in bundles of 100 each.

** Post may be subject to testing**

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PERFORMANCE TERM.** This is a requirements contract providing the State with Steel U-Post, for a period of three (3) years, with two additional one-year options.

2. **QUANTITY OR AMOUNT ESTIMATES**. The State does not guarantee to purchase any amount under this contract. Estimated contract amounts are for bidding purpose only and are not to be construed as a guarantee to purchase stated amount.

3. **WAGES.** The Contractor shall be responsible for all applicable company wages in accordance with the federal state, and local laws and ordinance.

4. **NON-ASSIGNMENT**. The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT's Procurement Manager. The provision of monies due under this contract shall not be assignable without prior approval from UDOT's Procurement Manager or Procurement Supervisor.

5. **INVOICING**. THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY. In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

   The Contractor shall submit invoices to:

   UTAH DEPARTMENT OF TRANSPORTATION
   4501 South 2700 West
   Box 141500
   Salt Lake City, Utah 84119.

   The State will remit payment by mail.

6. **PRICING**
   The Contractor agrees prices on Steel U-Post in this contract shall be guaranteed for at least three (3) years. Any change request on prices must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by UDOT's Procurement Manager.

7. **DELIVERY**
   The shipping terms on this contract are F.O.B. destination.