ATTACHMENT D3: CONSTRUCTION

**STATE OF VERMONT**

**STATEMENT OF WORK AMENDMENT**

(NOTE: Text that appears in orange letters is instructive only and should be deleted from the final SOW-Amendment. Text in yellow highlighting must be updated or deleted. Utilize or delete paragraphs as appropriate to the amendment. Text that appears in black letters should be included in the amendment as is.)

SOW-AGREEMENT #\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ Amendment No. \_\_\_

PRE-QUALIFICATION CONTRACT # \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Master Agreement”)

It is hereby agreed by and between the State of Vermont, AGENCY/DEPARTMENT (the "State") and CONTRACTOR NAME, with a principal place of business in CITY, STATE (the "Contractor") that the above SOW Agreement between them originally dated as of SOW START DATE, as amended to date, (the “SOW Agreement”) is hereby amended as follows:

(remove/expand/revise the below amendment items, as applicable)

1. **Time of Performance**. The SOW Agreement end date, wherever such reference appears in the SOW Agreement, shall be changed from OLD SOW END DATE to NEW SOW END DATE.
2. **Maximum Amount**. The maximum amount payable under the SOW Agreement, wherever such reference appears in the SOW Agreement, shall be changed from $\_\_\_\_ to $\_\_\_\_, representing an increase / a decrease of $\_\_\_\_.
3. **Scope of Work**. The scope of work is amended as follows:
   1. EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:
4. **Payment Provisions**.The payment provisions are amended as follows:
   1. EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:
5. **REQUIRED CONTRACTOR CERTIFICATIONS**
   1. **Taxes Due to the State**. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Amendment is signed, the Contractor 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.
   2. **Certification Regarding Suspension or Debarment**. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Amendment is signed, neither Contractor nor Contractor’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.

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

* 1. **Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs)**. Contractor certifies that it is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this SOW Amendment.

This document consists of \_\_\_ pages. Except as modified by this SOW Amendment No. \_\_\_, all provisions of the SOW Agreement remain in full force and effect.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AMENDMENT TO THE SOW AGREEMENT.**

Insert Contractor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature                                                                      Date

STATE OF VERMONT, Insert Requesting Agency/Dept

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature                                                                      Date