STANDARD CONTRACT FOR SERVICES

1. *Parties*. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Laramie Water Resources, LLC., with a principal place of business in Newport, Vermont, (hereinafter called "Contractor"). Contractor's form of business organization is limited liability company. 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 services generally on the subject of sanitary pump station repair services. Detailed services to be provided by Contractor are described in Attachment A.

3. *Maximum Amount*. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$13.975.00.

4. *Contract Term.* The period of Contractor's performance shall begin on July 5, 2022, and end on October 10, 2022.

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.

5A. *Sole Source Contract for Services*. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

6. *Amendment*. No changes, modifications, or amendments to 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 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.

8. *Primary Contacts.* The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Philip Laramie

Phone: (802) 525-6606

Email: laramiewaterresources@gmail.com

b. For the State:

Name: Brian Terhune

Phone: (802) 272-9906

Email: <u>brian.terhune@vermont.gov</u>

9. *Attachments*. This contract consists of 5 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)

- 10. *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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:	By Laramie Water Resources, LLC:
Date:	Date:
Signature:	Signature:
Name: Jennifer M.V. Fitch	Name:
Commissioner - Buildings and Title: General Services	Title:

ATTACHMENT A – STATEMENT OF WORK

Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete the construction of the Glen Road Pump Station Repairs Project located at Glen Road in Newport, Vermont

Construction shall be in accordance with the construction documents (drawings and specifications) prepared by the Department of Buildings and General Services and in accordance with the work described in Attachments D. The following represents a summary description of the Project.

DESCRIPTION OF WORK:

- A. The work consists of, but not limited to, the construction of Pump Station Repairs, including, but not limited to, the following major components:
 - 1) Pump repair components
 - 2) Piping and valves
 - 3) Level controllers

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 or services 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
 - b. a current IRS Form W-9 (signed within the last six months).
- 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. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
- 4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall not be submitted more frequently than monthly.
- 5. Invoices shall be submitted to the State at the following address:

State of Vermont
Buildings and General Services
Attention: Brian Terhune
133 State Street
Montpelier, VT 05633-5801
brian.terhune@vermont.gov

6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Deliverable Invoice Amount

Newport Prison Chamberlin Birch Pump Station-

Troubleshoot Pump Priming and Performance issues.

Rebuild Pump #2 due to cavitation damage \$8,100.00 Cornell Parts and Level Controls \$5,875.00

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.