CONTRACT

State of Vermont

Buildings and General Services
Engineering Division
2 Gov Aiken Ave Drawer 33
Montpelier VT 05633
United States

Vendor ID 0000191564
HB Energy Solutions, Inc.
PO Box 945
Springfield VT 05156
United States

Phone #: (802) 885-2300

Contract ID		Page
00000000000000000000030552		1 of 2
Contract Dates	**Origin**	
12/01/2015 to 11/03/2016	CPS	
Description:	**Contract Maximum**	
STATEWIDE PORTABLE RESTROOM	$175,000.00	
Buyer Name / **Buyer Phone**	**Contract Status**	
Natalie Ann Dowling	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Contractor shall provide all labor, materials and equipment necessary to satisfactorily provide Portable Restroom and Pumping services as identified in Attachment A of this agreement.	EA	0.01000	0.00	175,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and HB Energy Solutions Inc. with principal place of business in Springfield., Vermont, (hereafter called "Contractor"). Contractor's form of business organization is incorporated. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter and Project Location. The subject matter of this contract is services generally on the subject of providing Portable Restroom and Pumping Services. Detailed services to be provided by the 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 $175,000.00.

4. Contract Term. The period of contractor's performance shall begin on December 1, 2015 and end on November 3, 2016. Upon mutual agreement of both parties contract can be extended for three (3) additional 12 month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; 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. Cancellation. This contract may be canceled by either party by giving written notice at least ten (10) days in advance.

8. Attachments. This contract consists of 9 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents 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

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Contractor, Accounting, Henderson

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

DEPT ID: VARIOUS
FUND SOURCE:
PROJECT #:
BUILDING:

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: E-SIGNED by Michael J. Obuchowski on 2016-01-04 23:39:57 GMT

Signature:

Name: Michael J. Obuchowski

Title: Commissioner

Email: Building & General Services

By the CONTRACTOR

Date: 12/30/2015

Signature:

Name: Julie Pellath

Title: Administrative

Email: Julie.p@hbenergy.com

ATTACHMENT A – SCOPE OF WORK OVERVIEW

Contractor shall provide all labor, materials and equipment necessary to satisfactorily provide the Portable Restrooms and Pumping Services throughout the State of Vermont.

Service shall be in accordance with the work described below. The following represents a summary description of the Project.

DESCRIPTION OF WORK:

A. The work consists of, but not limited to, providing Portable Restrooms and Pumping Services. Including, but not limited to, the following major components:

DETAILED REQUIREMENTS:

a. Contractor shall provide portable restrooms and / or sewage pumping services at various locations throughout the State to include but not limited to: Rest Areas, Information Centers, Historic Preservation Sites, Fish & Wildlife fishing access areas, Statewide Military Department Facilities and various State sponsored events.

b. Contractor shall provide with ADA units, pricing and specifications ensuring compliance with the Americans with Disabilities Act (ADA) , which, generally means reinforced construction, ramped or ground level and wheelchair accessible entrance, spring loaded magnetic door that closes automatically, reinforced grab bars, and enough interior space for a wheelchair to made a 360 degree turn.

c. Contractor shall be removing, hauling and disposing of liquids and solids from State owned systems that will be subject to Wastewater System construction and operating permits issued by the Vermont Agency of Natural Resources, Department of Environmental Conservation. Permit conditions may include reporting amounts pumped and location of disposal. The required reporting shall be included with the service.

d. 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.

e. In all cases the disposal of effluent/solids shall be in accordance with all applicable laws and regulations in effect at the time of disposal

f. 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.

g. At the bidder's election political subdivisions and independent colleges of the state may participate in state contracts at the same prices, terms and conditions. Items furnished to political subdivisions and independent colleges will be billed directly to and paid for by the political subdivisions or independent colleges and neither the State nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility for these payments.

Attachment B - Payment Provisions

The State shall pay the Contractor a not-to-exceed amount of $175,000.00 upon satisfactory completion of the project and acceptance thereof by the state for all work identified in Attachment A, as follows:

1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including location, project manager, dates, hours of work performed and rates of pay. Invoicing must also contain a detail of items and all cost for any allowable expenses.

2. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by Contractor.

3. In consideration of the worked performed by Contractor, the State shall pay Contractor in accordance with the following schedule of rates. These rates are inclusive of all fees and expenses, including mileage.

Daily rate	$114.00
Weekly rate	$114.00
Monthly rate	$114.00
Weekend rate	$114.00
Holiday rate	$114.00
ADA Daily rate	$169.00
ADA Weekly rate	$169.00
ADA Monthly rate	$169.00
ADA Weekend rate	$169.00
ADA Holiday rate	$169.00

Emergency rate for same day / next day service: $100.00 in addition to above rates

Other Services :

Sewage Pumping Service per Gal *	.28 / per gal
Emergency Sewage Pumping Service per Gal	.35 / per gal
Vactron or equivalent catch basin/solids service Price Hourly / per Ton disposal charge:	Service not available
Line Cleaning Hourly rate*	Service not available
Video Line Inspection Hourly rate:	Service not available

4. Upon mutual agreement of both parties, the state may elect to extend terms for up to three (3) additional 12-month periods. Hourly rate pricing consideration for option years 1 through 3 are as follows:
   Option Year 1 (One) Not to exceed 0 %
   Option Year 2 (Two) Not to exceed 0%
   Option Year 3 (Three) Not to exceed 0%

5. Contractor shall provide services in Windham and Windsor counties.

6. Unless otherwise stated, this contract was issued on a time and materials basis; as such the following documentation is required in support of invoices. Contractor shall submit invoicing at completion of project to the Project Manager and shall include:

    - A numbered invoice.
    - Description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
    - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
    - Time frame indicated of when work was performed;
    - Contract number that the invoice is to be paid from;
    - Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
    - Supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.

7. This agreement represents the entire agreement between the parties; 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.

8. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.

9. Any services outside of agreement shall not be allowed.

10. Contractor shall provide a detailed description of all work completed with each invoice.

11. Payment Terms: Net 30. The State has 30 days from the date the state receives an invoice **with full and complete supporting documentation** to exercise its right to bill or credit adjustments made necessary by internal audits and quality assurance checks.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **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.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **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.

4. **Appropriations:** 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.

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

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

   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.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **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 the 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

10. **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.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

12. **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.

13. **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 the 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.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

15. **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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing 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.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **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

19. **Certification Regarding Use of State Funds:** In the case that 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.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, 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).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR 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.

22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)