CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
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 11/03/2017	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

MASTER COPY DISTRIBUTED:
Contractor, Accounting, Henderson

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Contract Dates 12/01/2015 to 11/03/2017		**Origin** CPS
Description: STATEWIDE PORTABLE RESTROOM		**Contract Maximum** $175,000.00
Buyer Name Natalie Ann Dowling	**Buyer Phone**	**Contract Status** Approved

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: _____

Signature: _____

Name: _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

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.