ATTACHMENT D2

**STATE OF VERMONT**

**STATEMENT OF WORK AGREEMENT**

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

SOW-AGREEMENT #\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

SOW-RFP PROJECT TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

This is a Statement of Work Agreement (“SOW Agreement”) between the State of Vermont, [CONTRACTING AGENCY] (hereafter called “State”) and \_\_\_\_\_\_\_\_\_\_\_\_\_., with principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereafter called “Contractor”). This SOW Agreement is entered into in accordance with the above-identified Master Agreement. The parties acknowledge and agree that all of the terms and conditions of the Master Agreement are hereby incorporated by reference into this SOW Agreement. This SOW Agreement supplements the Master Agreement only as to the below provisions that define project scope of work.  Any other provisions, including those purporting to create any additional State obligation, or those that would in any way alter or qualify any term or condition of the Master Contract, shall be deemed null and void. This SOW Agreement shall supplement the Master Agreement and any provisions of this SOW Agreement which purport to amend, conflict or supersede the Master Agreement shall be void and have no effect.  For purposes of this SOW Agreement, the terms and conditions of the Master Agreement shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this SOW Agreement, including any attachments hereto.

1. **Time for Performance**
   1. The term of this SOW Agreement shall begin on \_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_ (the “Initial Term”). The Initial Term may be extended as the parties may agree. The State may terminate this SOW for convenience upon thirty days prior written notice to the Contractor. If the Master Agreement should expire or otherwise terminate prior to the end of the term of this SOW Agreement, this SOW Agreement shall continue to the end of its existing term, unless or until terminated in accordance with the terms of this SOW Agreement, and the Parties acknowledge and agree that the terms of the Master Agreement shall survive and apply to this SOW Agreement.
2. **Statement of Work**
   1. The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth herein.  These services shall be provided in accordance with the Master Agreement and this SOW Agreement.
   2. **In Scope:** (Copy and Paste Statement of Work Description and Deliverables from Attachment D1)
      1. Basic Services:
         1. Programming Phase:
         2. Schematic Design Phase:
         3. Design Development Phase:
         4. Construction Documents Phase:
         5. Bidding or Negotiation Phase:
         6. Construction Administration Phase
      2. Additional Services

**PAYMENT PROVISIONS**

1. The maximum amount payable under this SOW Agreement is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payments of invoices shall be made in accordance with the payment provisions in the Master Agreement as further supplemented herein.
2. Contractor shall submit invoices to:

State of Vermont, Agency/Dept.

Attn: (Name of the Project Manager)

Address of Agency/Department requiring work

1. **Invoices shall include the SOW Agreement # and Master Agreement # which appear atop the first page of this SOW Agreement.**
2. (Delete section if Time & Materials agreement, or revise table as needed) For fixed price deliverables, Contractor shall be paid in accordance with the payment schedule included below.

|  |  |  |
| --- | --- | --- |
| **Description** | **Price** | **Delivery Date** |
| Programming | $ |  |
| Permitting | $ |  |
| Schematic Design | $ |  |
| Design Development | $ |  |
| Construction Documents | $ |  |
| Bidding or Negotiation | $ |  |
| Construction Administration | $ |  |
| Additional Services | $ |  |
| Reimbursable Expenses | $ |  |
| **Total Project Cost** | **$** |  |

1. (Delete section if Fixed-Price agreement, or revise table as needed) For services performed on a time and materials basis, Contractor shall be paid in accordance with the payment schedule below, and in accordance with the schedule of rates set forth in the Master Agreement, which may be set forth herein for reference.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Hours**  (hourly rates as established in the Master Contract) | **NTE Amount** | **Completion Date** |
| Programming |  | $ |  |
| Permitting |  | $ |  |
| Schematic Design |  | $ |  |
| Design Development |  | $ |  |
| Construction Documents |  | $ |  |
| Bidding or Negotiation |  | $ |  |
| Construction Administration |  | $ |  |
| Additional Services |  | $ |  |
| Reimbursable Expenses |  | $ |  |
| **Totals** |  | $ |  |

* 1. INSERT RATES FROM MASTER AGREEMENT

1. (Delete or revise as needed) The State shall withhold 10% of each payment as retainage. Upon completion of the SOW Project in accordance with the prescribed project timeline, and to the satisfaction of the State, Contractor may submit a single invoice for the amount of retainage.
2. **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 Agreement 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 Agreement 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 Agreement 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 amendment.

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

Insert SOW contractor Name

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

Signature                                                                      Date

STATE OF VERMONT, Insert Requesting Agency or Department name

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

Signature                                                                      Date