

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Blanchard Contracting, Ltd. Co., with a principal place of business in Windsor, VT (the "Contractor") that the contract between them originally dated as of June 10, 2021, Contract # 41905, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 9, 2023 to June 9, 2025.
- II. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Attachment B is hereby deleted in its entirety and replaced as set forth in the attachment to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor 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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract 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 contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2022-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2022-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

This document consists of 4 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

Blanchard Contracting Ltd., Co.

By: _____

By: _____

Name: Jennifer M.V. Fitch
Commissioner - Buildings and
General Services

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. 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:
 - 1.1. 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
 - 1.2. 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 be submitted not more frequently than monthly. Invoices shall be submitted to the State Agency/Department requesting services.
5. In consideration of the services 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 and travel time:

Job Title/Equipment Rates	UOM	Hourly Rate (HR)/ Unit Rate (UR)	Hourly rate for off- hours, weekends, holidays
Equipment Moving	HR	\$159.00	\$198.75
Dump Trailer	HR	\$132.50	\$165.63
Tri-Axle Dump (14 yard)	HR	\$90.10	\$112.63
2–3-yard Dump	HR	\$90.10	\$112.63
3.25-yard Wheeled Loader	HR	\$132.50	\$165.63
Backhoe 430D-IT	HR	\$132.50	\$165.63
D-3 Bulldozer	HR	\$132.50	\$165.63
7 Ton Excavator	HR	\$132.50	\$165.63
15 Ton Excavator	HR	\$169.60	\$212.00
20 Ton Excavator	HR	\$196.10	\$245.13
30 Ton Excavator	HR	\$222.60	\$278.25
Mini Hammer	HR	\$116.60	\$145.75
Concrete Saw	Daily	\$63.60	\$79.50
Laborer	HR	\$68.90	\$ 86.39
Hydro Excavator	HR	\$265.00	\$331.25

Asphalt	Ton	\$ 148.40 in place	\$185.50 in place
Materials	MISC	\$ Cost + 10%	\$ Cost + 10%

6. Contractor Material Mark-up: The State will not consider any contractor's material mark-up exceeding 10% over Contractor's actual cost.
7. The State will not consider any mark-up exceeding 5%, by the contractor, on any work performed by subcontractors.
8. The State will not consider any subcontractor's material mark-up exceeding 10% over the subcontractor's actual cost.
9. 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.
 - 9.1. Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:
 - 9.1.1. All invoices must include the Contract # and numbered invoice for this contract;
 - 9.1.2. Time frame indicated of when work was performed;
 - 9.1.3. Copy of quote originally submitted;
 - 9.1.4. The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract;
 - 9.1.5. Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
 - 9.1.6. Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.
 - 9.2. For projects billed on a Time & Materials basis, the following additional information must be included:
 - 9.2.1. Invoices shall include description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable).
 - 9.2.2. Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work.
10. If the option to renew is agreed upon by both parties, any cost adjustment shall be increased or decreased per the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twenty-four (24) months and adjusted through an executed contract amendment.