STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, The Department of Buildings and General Services (the "State") and Casella Major Account Services, an LLC, with a principal place of business in Williston, Vermont (the "Contractor") that the contract between them originally dated as of September 1, 2021, Contract #42679, as amended to date, (the "Contract") is hereby amended as follows:

- I. <u>Contract Term</u> The payment Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2022 to September 30, 2023.
- II. <u>Attachment B, Payment Provisions</u> The payment provisions are amended as follows:

Approval of request for price increases for specified locations as applicable to the contract per Contract Amendment # 1 - Attachment.

Rate changes shall be considered effective for service performed on and after November 1, 2022.

<u>Taxes Due to the State</u>. 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 <u>LLCs</u>). 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.

<u>Certification Regarding Suspension or Debarment</u>. 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

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

Revision Date: 07/28/2022

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

STATE OF VERMONT	CASELLA MAJOR ACCOUNT SERVICES, LLC				
By:	By:				
Name:Jennifer M.V. Fitch	Name:				
Title: BGS Commissioner	Title:				
Date:	Date:				

Revision Date: 07/28/2022

Casella - Composting - Contract # 42679

Contract Amendment # 1 - Attachment

MAS Account	Customer	Service Address	Town	State	Totes On-Site	Current Price/Tote	New Price/Tote	Percentage Increase
81-39229	State of Vermont, Barre Courthouse	255 N Main St #3	Barre	VT	1	\$22.00	\$22.50	2.3%
81-39231	State of Vermont, McFarland House	5 Perry Street	Barre	VT	1	\$22.00	\$22.50	2.3%
81-39232	State of Vermont, Psychiatric Hospital	350 Fisher Road	Barre	VT	2	\$22.00	\$22.50	2.3%
81-01087	State of Vermont, AHS, VCPTSA & CUSI	50 Cherry Street	Burlington	VT	1	\$22.00	\$22.50	2.3%
81-01085	State of Vermont, Costello Courthouse	32 Cherry Street	Burlington	VT	1	\$22.00	\$22.50	2.3%
81-39213	State of Vermont, Zampieri Office Building	119 Pearl Street	Burlington	VT	2	\$22.00	\$22.50	2.3%
81-39212	State of Vermont, VT Health & Environmental Lab	359 South Park Drive	Colchester	VT	1	\$22.00	\$22.50	2.3%
81-39237	State of Vermont, Therapeutic Community Residence	1076-US Route 2	Middlesex	VT	1	\$22.00	\$22.50	2.3%
81-22123	State of Vermont, Montpelier Complex	116 State Street	Montpelier	VT	1	\$22.00	\$22.50	2.3%
81-39286	State of Vermont, Montpelier Complex - Statehouse Cafeteria	115 State Street	Montpelier	VT	2	\$22.00	\$22.50	2.3%
81-39287	State of Vermont, Montpelier Complex	133 State Street	Montpelier	VT	1	\$22.00	\$22.50	2.3%
81-39228	State of Vermont, Montpelier Complex	126 State Street	Montpelier	VT	1	\$22.00	\$22.50	2.3%
NA	State of Vermont, Washington County Courthouse	65 State Street	Montpelier	VT	1	\$22.00	\$22.50	2.3%
81-31843	State of Vermont, VT Ag & Environmental Lab	163 Admin Drive	Randolph	VT	1	\$22.00	\$22.50	2.3%
NA	State of Vermont, Chittenden Correctional Facility	7 Farrell Street	S Burlington	VT	0	\$22.00	\$22.50	2.3%
81-15343	State of Vermont, DMV S Burlington	4 Market Street	S Burlington	VT	1	\$22.00	\$22.50	2.3%
81-01088	State of Vermont, Franklin County Court	36 Lake Street	St Albans	VT	1	\$22.00	\$22.50	2.3%
81-12085	State of Vermont, NW State Correctional Facility	3649 Lower Newton Road	Swanton	VT	10	\$22.00	\$22.50	2.3%
81-36924	State of Vermont, Waterbury Office Complex	280 State Drive	Waterbury	VT	2	\$22.00	\$22.50	2.3%
81-01096	State of Vermont, Springfield State Office Building	100 Mineral Street, Suite 309	Springfield	VT	1	\$22.00	\$23.52	6.9%
81-01094	State of Vermont, Windsor County District Court	82 Railroad Row	White River Jct	VT	1	\$22.00	\$23.52	6.9%
	, , , , , , , , , , , , , , , , , , , ,							
81-12081	State of Vermont, Mahady Courthouse	7 Mahady Court	Middlebury	VT	1	\$22.00	\$28.00	27.3%
81-06973	State of Vermont, State Police Barracks - New Haven	2490 Ethan Allen Highway	New Haven	VT	1	\$22.00	\$28.00	27.3%
81-28914	State of Vermont, Police Academy/Pittsford Complex	317 Academy Road	Pittsford	VT	3	\$22.00	\$28.00	27.3%
81-39227	State of Vermont, ASA Bloomer	88 Merchants Row	Rutland	VT	1	\$22.00	\$28.00	27.3%
81-12095	State of Vermont, Marble Valley Correctional Facility	167 State Street	Rutland	VT	6	\$22.00	\$28.00	27.3%
81-39226	State of Vermont, Rutland County Courthouse	9 Merchants Row	Rutland	VT	1	\$22.00	\$28.00	27.3%
81-24759	State of Vermont, State Police Barracks (Rutland)	124 State Place	Rutland	VT	1	\$22.00	\$28.00	27.3%

STATE OF VERMONT BUILDINGS AND GENERAL SERVICES OFFICE OF PURCHASING AND CONTRACTING NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, BUILDINGS AND GENERAL SERVICES, OFFICE OF PURCHASING AND CONTRACTING (hereinafter called "State"), GROW COMPOST OF VERMONT, an LLC with a principal place of business in WATERBURY, VT (hereinafter called "Grow Compost") and CASELLA MAJOR ACCOUNT SERVICES, an LLC with a principal place of business in WILLISTON, VT (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of GROW COMPOST under the Contract between the State and GROW COMPOST dated as of OCTOBER 1, 2020, Contract # 40741, as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

I. <u>Novation</u>. The State and GROW COMPOST hereby effect the novation of the Contract (the "Novation") to substitute the Contractor for GROW COMPOST for all purposes of the Contract. The State hereby consents to such Novation. Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of GROW COMPOST under the Contract.

GROW COMPOST hereby releases the State from the State's undertakings, obligations, duties and liabilities with respect to GROW COMPOST under the Contract following the effective date of this Novation.

Contractor shall furnish to the State a new certificate of insurance consistent with the coverages required under the Contract and properly endorsed with coverage for claims or occurrences for the entire contract period.

- II. <u>Amendment</u>. The Contract is hereby amended to replace all references in the Contract to GROW COMPOST with references to CASELLA MAJOR ACCOUNT SERVICES.
- III. <u>Effective Date</u>. The effective date of this Novation and amendment shall be SEPTEMBER 1, 2021.
- IV. <u>Taxes Due to the State</u>. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and 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.
- V. <u>Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs)</u>. Contractor is under no obligation to pay child support or is in good standing with respect t o 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.

Revision Date: 12/12/18

VI. <u>Certification Regarding Suspension or Debarment</u>. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment 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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Novation and 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

VII. Certification Regarding Sole Source Contracting Contribution Restrictions: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor certifies compliance with 17 V.S.A. § 2950 available at: https://legislature.vermont.gov/statutes/section/17/061/02950)

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

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to 42679 with an unpaid balance of \$182,558.04.

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

GROW COMPOST
By:
Name:
Title:
Date:
CASELLA MAJOR ACCOUNT SERVICES
By:
Name:
Title:
Date:

Revision Date: 12/12/18

CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000305269 Grow Compost of Vermont LLC 2046 US Route 2 Waterbury VT 05676 United States



Contract ID		Page
0000000000000	000000040741	1 of 2
Contract Dates		Origin
10/01/2020 to (09/30/2022	CP
Description:		Contract Maximum
Composting		\$200,000.00
Buyer Name	Buyer Phone	Contract Status
Michael Carr	-	Approved

Phone

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	COMPOSTING	EA	0.01000	0.00	0.00

- 1. Parties. This is a contract between the State of Vermont, Buildings and General Services (hereinafter called "State"), and Grow Compost of Vermont, LLC with a principal place of business in Waterbury, VT, (hereinafter called "Contractor"). Contractor's form of business organization is LLC. 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 igenerally on the subject of composting services. Detailed requirements to be provided by Contractor are described in Attachment A.
- 3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.
- 4. Contract Term. The period of Contractor's performance shall begin on October 1, 2020 and end on September 30, 2022 with four (4), one (1) year renewal options.
- 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.
- 6. Amendment. 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. Termination/Cancellation/Rejection. The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
- 8. Attachments. This contract consists of 10 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)

- 9. 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

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

Phone #:



Supplier 0000305269 Grow Compost of Vermont LLC 2046 US Route 2 Waterbury VT 05676 United States

Page 2 of 2 Contract ID 0000000000000000000040741 Origin **Contract Dates** 10/01/2020 to 09/30/2022 CP Description: Contract Maximum \$200,000.00 Composting Contract Status **Buyer Name Buyer Phone** Michael Carr Approved

Line # Item ID		Item Desc					UOM	Unit Price	Max Qty	Max Amt
WE	THE	UNDERSIGNED	PARTIES	AGREE	TO BE	BOUND	BY THIS	CONTRACT		
By the STATE o	f VERM	IONT				By th	e CONTRACT	IOR		
Date:						Date:				
Signature:						Signa	ture:			
Name:						Name:				
Title:						Title	:			
Email:						Email	:			