

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. **Contract Term** – The payment Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2022 to September 30, 2023.
- II. **Attachment B, Payment Provisions** – 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.

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>

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.

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: _____

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. Novation. 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. Amendment. The Contract is hereby amended to replace all references in the Contract to GROW COMPOST with references to CASELLA MAJOR ACCOUNT SERVICES.
- III. Effective Date. The effective date of this Novation and amendment shall be SEPTEMBER 1, 2021.
- IV. Taxes Due to the State. 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. 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.

VI. Certification Regarding Suspension or Debarment. 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.

STATE OF VERMONT

GROW COMPOST

By: _____

By: _____

Name: Jennifer Fitch - Commissioner

Name: _____

Title: Buildings & General Services

Title: _____

Date: _____

Date: _____

CASELLA MAJOR ACCOUNT SERVICES

By: _____

Name: _____

Title: _____

Date: _____

State of Vermont

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

CONTRACT



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

Contract ID 0000000000000000000040741		Page 1 of 2
Contract Dates 10/01/2020 to 09/30/2022		Origin CP
Description: Composting		Contract Maximum \$200,000.00
Buyer Name Michael Carr	Buyer Phone	Contract Status 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 is generally 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

State of Vermont

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

CONTRACT



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

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

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____