

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Wind River Environmental., with a principal place of business in Montpelier, VT (hereinafter called "Contractor"). 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 services generally on the subject of Portable Restroom services. Detailed services to be provided by Contractor are described in Attachment A.
3. **Contract Term.** The period of contractor's performance shall begin on February 1, 2024 and end on January 14, 2026 with the option to renew for an additional twenty-four month period with mutual agreement of both parties.
4. **Entities Authorized to Use This Agreement.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). State Purchasers and Additional Purchasers are also referred to herein as a "Purchasing Entity" or "Purchasing Entities". Issues concerning eligibility to purchase under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract are consistent with its procurement policies and regulations.
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 for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

- a. **For the Contractor:**

Name: Brian Merchant

Phone: 802-505-3672

Email: bmerchant@wrenvironmental.com

b. **For the State:**

Name: James Meyer
Phone: 802-249-7275
Email: James.Meyers@vermont.com

9. **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 (12/15/17)
- Attachment G - BGS Maintenance District Map

10. **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 – Statement of Work
- (4) Attachment B – Payment Provisions
- (5) Attachment G – BGS Maintenance District Map

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Wind River Environmental.:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete Portable Restroom services as identified below.

Contractor shall provide:

- 1.1 This Contract may be utilized for small Portable Restroom services, emergency repairs, and/or on an as-needed basis. Projects are not to exceed (\$50,000.00), including all costs associated with the individual project, such as labor, material, equipment, etc.
- 1.2 All Contractor work performed under this contract shall be planned and scheduled by Project Managers from the Agency/Department coordinating the work. The Project Manager will work closely with both Contractor and the Agency/Department requiring the work and will approve all invoices for work completed under this Contract.
 - 1.2.1 If the Contractor is selected to perform work on a project, the Agency/Department will issue a Purchase Order (PO) with a project Statement of Work and the Project Manager shall provide a PO number to the Contractor to reference on their invoice for services completed under that specific work assignment.
 - 1.2.2 The resultant Purchase Order will be administered by the Agency/Department coordinating the work.
- 1.3 Contractor's typical working hours under this Contract will range between 6:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or Federal government observed holidays. The typical working hours may vary by the type of facility or the operational needs of the Agency/Department where work is being performed and, if typical work hours vary from the above, such hours will be established at the beginning of each project.
- 1.4 Contractor shall notify the Project Manager of any maintenance related issues that are discovered while performing work.
- 1.5 All unclaimed work articles found in or about the work area by the Contractor shall be turned in immediately to the Project Manager, with the location where the article was found.
- 1.6 Contractor acknowledges that security procedures in some State buildings require a background clearance be performed on any contractor working inside the building, prior to beginning work. Projects at Correctional Facilities, Courthouses, and Public Safety buildings may all require clearances.
- 1.7 Contractor shall secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Contractor shall ensure that any inspections are made by the appropriate State or local authority having jurisdiction, or manufacturer from which the warranty will be issued.
- 1.8 Subcontractors, if required, shall be approved in writing by the Project Manager prior to performing work as part of the contract.
- 1.9 SITE SUPERVISION:
 - 1.9.1 Contractor shall provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. Contractor

shall have a responsible supervisor on the job at all times when the work of the contract is being carried out.

- 1.9.2 Contractor's site supervisor shall be responsible for communication with the State's representatives and shall meet with the Project Manager at the site on a weekly basis to discuss project status, including any problems, ideas, or concerns related to the project work.
- 1.9.3 Contractor and its employees shall be subject to all applicable State and Federal statutes and regulations for the conduct of personnel.
- 1.9.4 The Contractor shall provide adequate supervision of his/her subcontractors and their employees at all times.

1.10 WORKMANSHIP AND MATERIALS:

- 1.10.1 Contractor shall furnish all supervision, labor, transportation, materials, tools and equipment necessary to satisfactorily complete the service in a manner consistent with the Project Manager's plan and schedule. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in the contract or any associating Purchase Order. Contractor shall ensure that any equipment considered by the Project Manager to be improper or inadequate for this purpose is removed from the site and replaced with satisfactory equipment.
 - 1.10.2 All work performed under this contract shall be completed in accordance with local, state, and national codes and standards, and other recognized industry standards associated with the work.
 - 1.10.3 The Contractor guarantees that all materials shall be of the best quality, that all work shall be done in a professional manner, and that all aspects of the project will be delivered in good working order, complete and perfect in every respect, and that all systems and materials necessary to make the project completely operational as contemplated by the above description of the project, even if those systems and materials are not specifically described in this Contract, shall be included in the contract price.
 - 1.10.4 Contractor shall ensure that all supplies, equipment and machines shall be kept free of traffic lanes or other areas that may be hazardous. Contractor shall further ensure that all dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work in each building.
 - 1.10.5 Contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by Contractor, its officers, employees, agents, contractors, subcontractors and invitees. Contractor acknowledges that the determination of the need for, and extent of, any repair work shall be made at the sole discretion of the Project Manager.
 - 1.10.6 It is the contractor's responsibility to contact Dig-Safe prior to beginning any excavation work. For private complexes, such as prisons, the contractor will need to contact a private underground utility locator prior to beginning work.
- 1.11 In the event of Contractor default, the State may procure the services, materials and/or supplies from other sources and hold Contractor responsible for any excess cost occasioned thereby, provided that, if public necessity requires the use of services, materials and/or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 1.12 FUNDING SOURCE: This project is being funded, in whole or in part, through the state's capital construction act(s) and shall require compliance with the Vermont Prevailing Wage and Fringe Benefit Rate requirements (reference Instructions to Bidders, Prevailing Wage Rate Requirements). A complete

list of occupations and associated wage rates are available on the internet at:
<http://www.vtlmi.info/lmipub.htm> .

- 1.13 Vermont Prevailing Wage Rate Requirements. Vermont law requires State construction projects exceeding \$100,000 comply with the prevailing wage rate requirements set forth in 29 V.S.A. §161. The full text of 29 V.S.A. §161 is available at:
<https://legislature.vermont.gov/statutes/section/29/005/00161>
- 1.14 For projects using Special Experimental Projects (SEP) funds, the following shall apply and be identified in the SOW-RFP of the individual project, as well as the resulting SOW-PO and/or SOW-Agreement.
 - 1.14.1 **FUNDING SOURCE:** This project is being funded using federal monies and shall require compliance with the Davis-Bacon Act. Wages shall be paid using rates no less than those established under the Davis-Bacon prevailing wage rates. Complete information related to Davis-Bacon and Related Acts is available at: <http://www.dol.gov/whd/contracts/dbra.htm> .
 - 1.14.2 **Disadvantaged Business Enterprises (DBEs):** Certified DBE's are encouraged to submit proposals for the work being bid. If Certified DBE's are unable to bid the project directly, and only want to bid on portions of the work, then you are encouraged to seek out a current plan holder. Plan holder lists are posted weekly at: <http://bgs.vermont.gov/purchasing>, and then click on Construction Bid Tabulations/Plan Holder Lists on the right hand column of the screen. For more information on the DBE Certification application process visit: <http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center> or contact Sonya Boisvert, 802-279-1330, email: sonya.boisvert@vermont.gov .
 - 1.14.3 Contractors and Subcontractors are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>
 - 1.14.4 Additional requirements associated with this project shall require Contractor compliance with the following:
 - 1.14.4.1 FHWA 1273: <http://vtrans.vermont.gov/civil-rights/doing-business/contractors-center/davis-bacon>
 - 1.14.4.2 USDOL Vermont Highway Wage Decisions: : <http://vtrans.vermont.gov/civil-rights/doing-business/contractors-center/davis-bacon>
 - 1.14.4.3 USDOL Building Wage Decisions: <http://www.wdol.gov/dba.aspx>, click on: State, County then Construction Type (would be Building), then hit search.
 - 1.14.4.4 VTrans CR Contractor and Labor Compliance website: <http://vtrans.vermont.gov/civil-rights>.
 - 1.14.5 **Jobsite Posters:** VTrans will be providing the Federal poster package to BGS for use by the Contractor on-site. When a job office is not established due to the nature of the work and/or the length of the contract, the contractor and subcontractors must display all notices or posters at their home offices where hiring is conducted, and each employee must be provided copies of all the notices or posters and sign a statement acknowledging they received and understood the content of all the notices or posters. The signed statement must be included with all invoices.

1.15 Types of Portable Restrooms services contractor shall provide:

- Pumping Services Line Jetting/Cleaning
- Emergency Pumping Portable Restrooms
- Other: Pumping Interior Grease Traps, Vactor & Pump Repair

1.16 BGS Maintenance Districts contractor shall provide service in:

- District 1 – Montpelier/Barre/Berlin District 2 – Waterbury/Hyde Park/Middlesex
- District 3 – Northwest District 4 – Northeast
- District 3 – Southwest District 3 – Southeast
- District 7 – W. Springfield, MA (VT Building at Eastern States Exposition)

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. 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:

3a. Hourly Rates:

| Job Title/Equipment Rates | UOM | Hourly Rate (HR)/ Unit Rate (UR) | Hourly rate for off-hours, weekends, holidays |
|--|----------|-------------------------------------|---|
| Outside Septic | gallon | \$0.285 | \$0.52 |
| Outside Grease | gallon | \$0.285 | \$0.52 |
| Interior Grease | per trap | \$160.00 | \$360.00 |
| Jetting/Camera/Augering 3” – 6” | hour | \$263.00 | \$375.00 |
| Pump Repair | hour | \$263.00 | \$375.00 |
| Confined Space Entry | hour | \$400.00 | \$400.00 |
| Truck Time to assist with confined space or flow control | hour | \$225.00 | \$350.00 |
| Vactor | hour | \$362.00 | \$400.00 |
| Portable Restrooms: | | | |
| Standard Portable - Daily | daily | \$92.70 | |
| Standard Portable - Weekly | weekly | \$92.70 | |
| Standard Portable - Monthly | monthly | \$92.70 | |
| Standard Portable - Weekend | weekend | \$92.70 | |
| Standard Portable - Holiday | holiday | \$92.70 | |
| ADA Portable - Daily | daily | \$155.53 | |
| ADA Portable - Weekly | weekly | \$155.53 | |
| ADA Portable - Monthly | monthly | \$155.53 | |
| ADA Portable - Weekend | weekend | \$155.53 | |
| ADA Portable - Holiday | holiday | \$155.53 | |
| Emergency Services: | | | |
| Emergency Rate (same day/next day service) | | \$200.00 | |
| Emergency Sewage Pumping Service | gallon | \$0.32 | |

| | | | |
|---|--|----------|--|
| Deliveries booked less than 24 hours in advance | | \$150.00 | |
|---|--|----------|--|

3b. Rate for replacement of units:

| Unit Replacement Costs | Price |
|------------------------|---------------------|
| Standard Unit | \$700.00/per unit |
| ADA Unit | \$1,500.00/per unit |

4. Contractor Material Mark-up: The State will not consider any contractor’s material mark-up exceeding 10% over Contractor’s actual cost.
5. The State will not consider any mark-up exceeding 5%, by the contractor, on any work performed by subcontractors.
6. The State will not consider any subcontractor’s material mark-up exceeding 10% over the subcontractor’s actual cost.
7. 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.
 - 7.1. Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:
 - 7.1.1. All invoices must include the Contract # and numbered invoice for this contract;
 - 7.1.2. Time frame indicated of when work was performed;
 - 7.1.3. Copy of quote originally submitted;
 - 7.1.4. The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract;
 - 7.1.5. Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
 - 7.1.6. Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.
 - 7.2. For projects billed on a Time & Materials basis, the following additional information must be included:
 - 7.2.1. 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).
 - 7.2.2. Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work.
8. 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.
9. This contract can be extended for one (1) additional 24-month period with mutual agreement between both parties at a rate not to exceed 3%.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 07, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 07, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

