STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings and General Services (the "State") and ATC Group Services LLC, with a principal place of business in Williston, Vermont (the "Contractor") that the contract between them originally dated as of 12/15/2017, Contract # 35418, 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 12/14/2021 to 05/01/2022.

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. 6, 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	**ATC Group Services LLC**
By: _____	**By:** _____
Name: Jennifer M.V. Fitch	**Name:** _____
Title: BGS Commissioner	**Title:** _____
Date: _____	**Date:** _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings and General Services (the "State") and ATC Group Services LLC, with a principal place of business in Williston, Vermont (the "Contractor") that the contract between them originally dated as of 12/15/2017, Contract # 35418, as amended to date, (the "Contract") is hereby amended as follows:

I. **Maximum Amount**. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $400,000.00 to $500,000.00 representing an increase of $100,000.00

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. 5, 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	ATC Group Services LLC
By: _____	**By:** _____
Name: Jennifer Fitch	**Name:** _____
Title: Commissioner - Buildings and General Services	**Title:** _____
Date: _____	**Date:** _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and ATC Group Services, LLC., with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of December 15, 2017, Contract # 35418, as amended to date, (the "Contract") is hereby amended as follows:

I. **Maximum Amount**. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $250,000.00 to $400,000.00 representing an increase of $150,000.00.

II. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from 12/14/2020 to 12/14/2021.

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. 4, 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	**ATC GROUP SERVICES, LLC.**
By: _____	**By:** _____
Name: Jennifer Fitch	**Name:** _____
Title: Acting Commissioner	**Title:** _____
Date: Buildings & General Services	**Date:** _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and ATC Group Services, LLC. with a principal place of business in Williston, Vermont (the "Contractor") that the contract between them originally dated as of December 15, 2017, Contract # 35418, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Attachment A is amended by the addition of the following requirements, following the existing content of Attachment A:

2. Contractor shall make available for purchase:

   A. Denatonium benzoate Solution – 4oz Bottles
   B. Sensitivity Solutions – 4oz Bottles
   C. Full fit testing services - This includes all the materials needed (fit test solutions, hoods, nebulizers, travel, labor and paperwork, etc.) everything except the N-95 masks.
   D. Respiratory Protection Plans

With regard to, and only with regard to, the scope of this Section 2:

Purchasing Entities: 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"). Issues concerning interpretation and eligibility for participation 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 Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

II. **Attachment B: Payment Provisions:** The payment provisions are amended as follows:

Attachment B is amended by the addition of the following requirements, following the existing content of Attachment B:

9. Pricing for fit testing solution and related services shall be:

   a. Denatonium benzoate Solution – 4oz bottles $100.00 per bottle
   b. Sensitivity Solutions– 4oz bottles $100.00 per bottle
   c. Full fit testing services. A day rate of the following shall be charged:
      i. $975 within 50 miles; $1150 between 50 & 75 miles and $1300 over 75 miles from Williston, VT.
   d. Respiratory Protection Plans - A per plan cost of $600.00

III. **Attachment I: STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

Contractor agrees that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Connected with 2020 Pandemic," which is attached as Attachment I to this amendment, applies to any products or services provided to the State, at any time, in connection with the 2020 Pandemic.

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 5 pages. Except as modified by this Amendment No. 3, 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

By: _____

Name: _____

Title: _____

Date: _____

ATC Group Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment I

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for *all* Contracts and Purchases[1]
of Products and Services Connected with 2020 Pandemic

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

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[1] These terms, developed by the Vermont Attorney General's Office, are to be included, without any changes, ***in all contracts, and any amendments to contracts***, intended or expected to be used in connection with the State of Vermont's response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR ***ANY TRANSACTIONS***, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

   a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

   b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.

   c. No compensation will be allowed for items eliminated from the Contract.

   d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

   After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

   a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.

   b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

   c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

   d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

   e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

   f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

   After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

   Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and ATC Group Services, LLC., with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of December 15, 2017, Contract # 35418, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. Section 3 of Attachment B is amended by a 3% increase to hourly rates as contemplated in Section 8 of Attachment B. Hourly rates are as follows:

Job Title	Hourly Rate	Hourly Rate for off-hours, weekends, holidays	Hourly rate for maximum of 4-hr. emergency response
Technician	$56.65	$84.98	$84.98
Sr. Technician	$66.95	$100.43	$100.43
Project Manager/Project Geologist	$87.55	$131.33	$131.33
Sr. Project Manager	$108.15	$162.23	$162.23
Staff Scientist	$87.55	$131.33	$131.33
Draftsperson	$61.80	$92.70	$92.70
Administrative	$56.65	$84.98	$84.98
Professional Engineer	$154.50	$231.75	$231.75
Branch Manager/Principal Scientist/CIH	$154.50	$231.75	$231.75
See attached sheet for test pricing			

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 4 pages. Except as modified by this Amendment No. 2, 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	**ATC GROUP SERVICES, LLC.**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Attachment B - Testing Prices	
TEST CHARGES	**PRICE PER SAMPLE**
Asbestos PLM 5 day TAT	$10.30
Asbestos PLM 3 day TAT	$12.36
Asbestos PLM 24 hour TAT	$15.45
Asbestos Bulk Point Count PLM 24 hour TAT	$24.72
Asbestos Bulk Point Count PLM 3 day TAT	$20.30
Asbestos Bulk Point Count PLM 7 dat TAT	$16.48
Asbestos Bulk PLM NOB 5 day TAT	$15.45
Asbestos Bulk PLM NOB 3 day TAT	$18.54
Asbestos Bulk PLM NOB 24 hour TAT	$22.66
Asbestos Bulk TEM NOB 3 day TAT (inc PLM)	$39.14
Asbestos Bulk TEM NOB 24 hour TAT (inc PLM)	$56.65
Asbestos Air Sample PCM 24 hour TAT	$10.30
Asbestos Air Sample TEM 3 day TAT	$43.26
Asbestos Air Sample TEM 24 hour TAT	$56.65
Lead in Soil Sample Standard TAT	$15.45
Lead in Soil Sample 24 hour TAT	$20.60
Lead in Air Sample Standard TAT	$12.36
Lead in Air Sample 24 hour TAT	$15.45
Lead in Dust Sample Standard TAT	$12.36
Lead in Dust Sample 24 hour TAT	$15.45
Spore Trap Analysis (mold) Same Day TAT	$92.70
Spore Trap Analysis (mold) 24 hour TAT	$72.10
Bulk / Tape lift (mold) Same Day TAT	$72.10
Bulk / Tape lift (mold) 24 hour TAT	$51.50
PBC Soil/wipe/water Analysis Standard TAT	$61.80
OTHER CHARGES	
PID	$77.25/day
Interface Probe	$41.20/day
Rod and Transite	$82.40/day
Mileage	$0.58/mile

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and ATC Group Services, LLC. with a principal place of business in Williston, Vermont (the "Contractor") that the contract between them originally dated as of December 15, 2017, Contract # 35418, 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 December 14, 2019 to December 14, 2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

II. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached 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

This document consists of 7 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	**ATC GROUP SERVICES, LLC.**
By: _____	**By:** _____
Name: Christopher Cole	**Name:** _____
Title: Commissioner	**Title:** _____
Date: Buildings & General Services	**Date:** _____

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- **A.** is not under any obligation to pay child support; or
- **B.** is under such an obligation and is in good standing with respect to that obligation; or
- **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement 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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

CONTRACT

State of Vermont

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

Contract ID		Page
0000000000000000000035418		1 of 2
Contract Dates	**Origin**	
12/15/2017 to 12/14/2019	CP	
Description:	**Contract Maximum**	
RETAINER GENERAL ENVIRONMENTAL	$250,000.00	
Buyer Name / **Buyer Phone**	**Contract Status**	
Natalie Ann Dowling	Approved	

Vendor ID 0000004233
ATC Group Services LLC
171 Commerce St
PO Box 1486
Williston VT 05495
United States

Phone #: (802) 862-1980

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete General Environmental services as identified in Attachment A of this agreement.	JOB	0.01000	0.00	250,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and ATC Group Services, with a principal place of business in Williston, Vermont, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. 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 General Environmental Consulting Services. Detailed services to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $250,000.00.

4. Contract Term. The period of contractor's performance shall begin on December 15, 2017 and end on December 14, 2019. Upon mutual agreement of both parties the State may elect to extend terms for up to two (2) additional 12-month periods.

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. Cancellation. This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

8. Attachments. This contract consists of 20 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 07/01/2016)
Attachment D Specification Section 01900 Security Requirements for Correctional Facilities and Background Check Form
Attachment E Specification Section 01901 - Security Requirements for Courthouses and Background Check Form
Attachment F Informational Sheet for Public Safety Buildings and Background Check Form
Attachment H Maintenance Districts

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 D Specification Section 01900 Security Requirements for Correctional Facilities and Background Check Form
(4) Attachment E Specification Section 01901 - Security Requirements for Courthouses and Background Check Form
(5) Attachment F Informational Sheet for Public Safety Buildings and Background Check Form
(6) Attachment A
(7) Attachment B

CONTRACT

State of Vermont

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

Open

Contract ID 00000000000000000000035418		Page 2 of 2
Contract Dates 12/15/2017 to 12/14/2019	**Origin** CP	
Description: RETAINER GENERAL ENVIRONMENTAL	**Contract Maximum** $250,000.00	
Buyer Name Natalie Ann Dowling	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000004233
ATC Group Services LLC
171 Commerce St
PO Box 1486
Williston VT 05495
United States

Phone #: (802) 862-1980

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
(8)	Attachment H					

MASTER COPY DISTRIBUTED: _____
Contractor, Accounting, DFM, LAUREN WASHBURN, JOE AJA, KEVIN HENDERSON.

DEPT ID: VARIOUS
FUND SOURCE: VARIOUS
PROJECT #:
BUILDING #:

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

ATTACHMENT A – STATEMENT OF WORK

Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete General Environmental Consulting Services as identified below.

Contractor shall provide:

1.1. This Contract may be utilized for General Environmental Consulting Services, 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. 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.

- If the Contractor is selected to perform work on a project, BGS will issue a Purchase Order (PO) will be issued 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.
- The resultant Purchase Order will be administered by the issuing Agency/Department.

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 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 will be established at the beginning of each project.

1.4. Contractor shall notify the Project Manager personnel 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. Professional Liability Insurance: Before commencing work on this contract and throughout the terms of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of $1,000,000 per claim.

1.10. SITE SUPERVISION:

1.10.1. 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.

1.10.2. 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.

1.10.3. Contractor and its employees shall be subject to all applicable State and Federal statutes and regulations for the conduct of personnel.

1.11. WORKMANSHIP AND MATERIALS:

1.11.1. Contractor shall furnish all supervision, labor, transportation, materials, tools and equipment necessary to satisfactorily complete the service in a manner consistent with the Statement of Work. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in this contract. 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.

1.11.2. 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.

1.11.3. 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.

1.11.4. 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.

1.12. 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.

1.13. Types of Environmental consulting services the contractor shall provide:

Asbestos, Lead, General IAQ , Mold,
Other Hazardous Materials: PBC, Mercury, PFAS

1.14. Maintenance Districts your company shall provide service in:

Montpelier/Barre/Berlin (District 1)
Waterbury/Hyde Park/Middlesex (District 2)
Northwest (District 3)
Northeast (District 4)
Southwest (District 5)
Southeast (District 6)
Big E, Eastern States Exposition, W. Springfield, MA

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:
    a. 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
    b. 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:

Job Title	Hourly Rate	Hourly rate for off-hours, weekends, holidays	Hourly rate for maximum 4-hr. emergency response
Technician	$55.00	$82.50	$82.50
Sr. Technician	$65.00	$97.50	$97.50
Project Manager / Project Geologist	$85.00	$127.50	$127.50
Sr. Project Manager	$105.00	$157.50	$157.50
Staff Scientist	$85.00	$127.50	$127.50
Draftsperson	$60.00	$90.00	$90.00
Administrative	$55.00	$82.50	$82.50
Professional Engineer	$150.00	$225.00	$225.00
Branch Manager/ Principal Scientist/CIH	$150.00	$225.00	$225.00
See attached sheet for test pricing			

4. Contractor Material Mark-up: The State will not consider any contractor's material mark-up exceeding 10%.
5. The State shall not consider any mark-up exceeding 5% by the contractor on any work performed by subcontractors
6. 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.

a. Work required during weekends, holidays, or outside of the typical working hours described in Attachment A section 1.3, shall be entitled to a rate increase. Any rate increase shall be identified on the Price Schedule.

b. Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:

- All invoices must include the Contract # and numbered invoice for this contract;
- Time frame indicated of when work was performed;
- Copy of quote originally submitted;
- The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract;
- Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
- Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.

c. For projects billed on a Time & Materials basis, the following additional information must be included:

- 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)**;**
- Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;

7. 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 at the following address:

   State of Vermont Department of Buildings and General Services
   Attn: (Name of the Project Manager)
   Address of Agency/Department requiring work

8. Upon mutual agreement of both parties the State may elect to extend terms for up to two (2) additional 12-month periods. Hourly rate pricing considerations for option years 1 and 2 are as follows:

   Optional Year 3 Increase: Not to Exceed 3%

   Optional Year 4 Increase: Not to Exceed 3%

Attachment B additional charges	
TEST CHARGES	Price per sample
Asbestos PLM 5 day TAT	$10.00
Asbestos PLM 3 day TAT	$12.00
Asbestos PLM 24 hour TAT	$15.00
Asbestos Bulk Point Count PLM 24 hour TAT	$24.00
Asbestos Bulk Point Count PLM 3 day TAT	$20.00
Asbestos Bulk Point Count PLM 7 dat TAT	$16.00
Asbestos Bulk PLM NOB 5 day TAT	$15.00
Asbestos Bulk PLM NOB 3 day TAT	$18.00
Asbestos Bulk PLM NOB 24 hour TAT	$22.00
Asbestos Bulk TEM NOB 3 day TAT (inc PLM)	$38.00
Asbestos Bulk TEM NOB 24 hour TAT (inc PLM)	$55.00
Asbestos Air Sample PCM 24 hour TAT	$10.00
Asbestos Air Sample TEM 3 day TAT	$42.00
Asbestos Air Sample TEM 24 hour TAT	$55.00
Lead in Soil Sample Standard TAT	$15.00
Lead in Soil Sample 24 hour TAT	$20.00
Lead in Air Sample Standard TAT	$12.00
Lead in Air Sample 24 hour TAT	$15.00
Lead in Dust Sample Standard TAT	$12.00
Lead in Dust Sample 24 hour TAT	$15.00
Spore Trap Analysis (mold) Same Day TAT	$90.00
Spore Trap Analysis (mold) 24 hour TAT	$70.00
Bulk / Tape lift (mold) Same Day TAT	$70.00
Bulk / Tape lift (mold) 24 hour TAT	$50.00
PBC Soil/wipe/water Analysis Standard TAT	$60.00
Other Charges	
PID	75.00/day
Interface Probe	40.00 / day
Rod and Transite	80.00/ day
Mileage	.56/ mile

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. **Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. **Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- **A.** is not under any obligation to pay child support; or
- **B.** is under such an obligation and is in good standing with respect to that obligation; or
- **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement 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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

SECTION 01900

SECURITY REQUIREMENTS

PART 1 - GENERAL REQUIREMENTS

1.1 Related Documents

A. All sections of Division 1.

B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section. Work shall be coordinated with other trades prior to installation to prevent interference and relocations.

1.2 Security Clearances

A. The General Contractor is to supply the Department of Corrections with full names, dates of birth, and social security numbers of all employees who will be on site. This information must be submitted a **minimum of two (2) weeks prior to access to the site**. The Department of Corrections has final word on who will be permitted access to the site. A form for this purpose is attached for your use.

B. Exclusionary Criteria: Only convictions within the last five (5) years will be considered.
   a. Drug Conviction
   b. Domestic Assault
   c. Aggravated Assault
   d. Escape from Custody

   These need to be new convictions. Furlough violations, technical parole violations or probation violations do not factor in.

1.3 Contractor and Employee Security Precautions

A. The security aspects of working at the Correctional Facility are critical. The following security precautions are part of the site conditions and are a part of this Contract. All persons coming on the site in any way connected with this Work shall be made aware of them, and it is the (General) Contractor's responsibility to check and enforce them.

   1. Parked vehicles must have their keys removed and doors locked. Under no circumstances will firearms, drugs, or alcohol be kept in vehicles.

   2. No firearms, bows and arrows, etc., are allowed on any persons or in any vehicles. Any weapons found will be confiscated and will not be returned.

   3. No alcohol or drugs are allowed on facility grounds (medication exempted by permission only). If drugs or alcohol are found on persons in vehicles, persons involved will be barred from working at this facility or any other State correctional facility for a period of up to one year. Violators will be prosecuted for illegal substances.

   4. No tobacco products or cell phones are allowed within the secured perimeter.

5. When necessary for employees to enter secure portions of the Facility, they may be subject to search and inventory of tools.

6. Workers will not engage in conversation or be in proximity with inmates, nor do or agree to do any personal requests or favors for any inmate.

7. All tools must be either in use, locked up, or removed from the site. Any tools found unattended will became the property of the Department of Corrections.

8. If any tools, or portions of tools such as hacksaw blades, are lost or misplaced, the disappearance shall be brought to the attention of the Director of Security at the facility immediately.

9. Any trailers left on site must be locked each night.

10. Regular working hours are from 7:00 a.m. to 4:30 p.m., Monday thru Friday. However, if agreed upon with Correctional Facility staff, the Contractor's working hours may be changed from those referenced above. A security guard will be available to assist contractor's personnel, equipment and vehicles through the trap.

11. If an accident occurs on State property, a written report must be submitted to the Chief of Security.

END OF SECTION 01900

VERMONT DEPARTMENT OF CORRECTIONS
WAIVER FOR CRIMINAL RECORD
AND BACKGROUND VERIFICATION

Project:	**Facility:**
BGS Project Manager:	**e-mail:**
Company Name:	
Applicant Name:	
Alias/Maiden/Other Names:	
Social Security Number:	**Date of Birth:**
Place of Birth:	
City/Town	State / Country
Current Residence:	
# and Street	City/Town / State/Country
Previous Residence:	
# and Street	City / State/Country
Telephone Number:	**Ht:** **Wt:** **Race/Sex**

SAMPLE

RELEASE

I, _____ hereby acknowledge and authorize the Vermont Department of Corrections to conduct a check of any criminal record of convictions which may be maintained by the Vermont Criminal Information Center and the FBI. I understand that the results of that check will be made available to the Department of Corrections for use in reviewing my suitability for working within a Department of Corrections facility. I further understand that I have the right to appeal the results of the criminal record check to the Vermont Criminal Information Center, Department of Public Safety, 45 State Drive, Waterbury, Vermont 05671-1300.

_____ _____
Signature of Applicant Date

_____ _____
Identity Verified by Construction Company Date

NOTE: If this form is not filled out entirely the record check will not be done and the form will be returned to the facility.

e-mail completed form to:

Gary Dillon
Department of Corrections
NOB 2 South
280 State Drive
Waterbury, VT 05671-2000
gary.dillon@vermont.gov

BGSEJA160217

Attachment E

SECTION 01901

SECURITY REQUIREMENTS

PART 1 - GENERAL REQUIREMENTS

1.1 Related Documents

A. All sections of Division 1

B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section. Work shall be coordinated with other trades prior to installation to prevent interference and relocations.

1.2 Security Clearances

A. The General Contractor is to supply the Court with names, dates of birth, and social security numbers of all employees who will be on site. This information must be submitted one (1) week prior to access to the site. The Court has final word on who will or who will not be allowed on the project premises.

1.3 Contractor and Employee Security Precautions

A. As the project site is an operational Court, the Contractors must take the following security precautions.

B. Parked vehicles must have their keys removed and doors locked. Under no circumstances will firearms, drugs, or alcohol be kept in vehicles.

C. No firearms, illegal drugs, or alcohol will be allowed on premise. Violators will be prosecuted.

D. When necessary for employees to enter secure portions of the Facility, they may be subject to search and inventory of tools.

E. Employees are to avoid fraternizing with the public while in the facility.

F. All tools must be either in use, locked up, or removed from the site. Any tools found unattended will became the property of the Courts.

G. If any tools, or portions of tools such as hacksaw blades, are lost or misplaced, the disappearance shall be brought to the attention of the Director of Security at the facility immediately.

END OF SECTION 01901

BY SIGNING BELOW I UNDERSTAND THAT A ROUTINE CRIMINAL RECORD CHECK WILL BE PERFORMED IN ACCORDANCE WITH DEPARTMENT SECURITY REGULATIONS.

SAMPLE

PRINT NAME:_____

SIGNATURE:_____

SS#:_____

DOB:_____

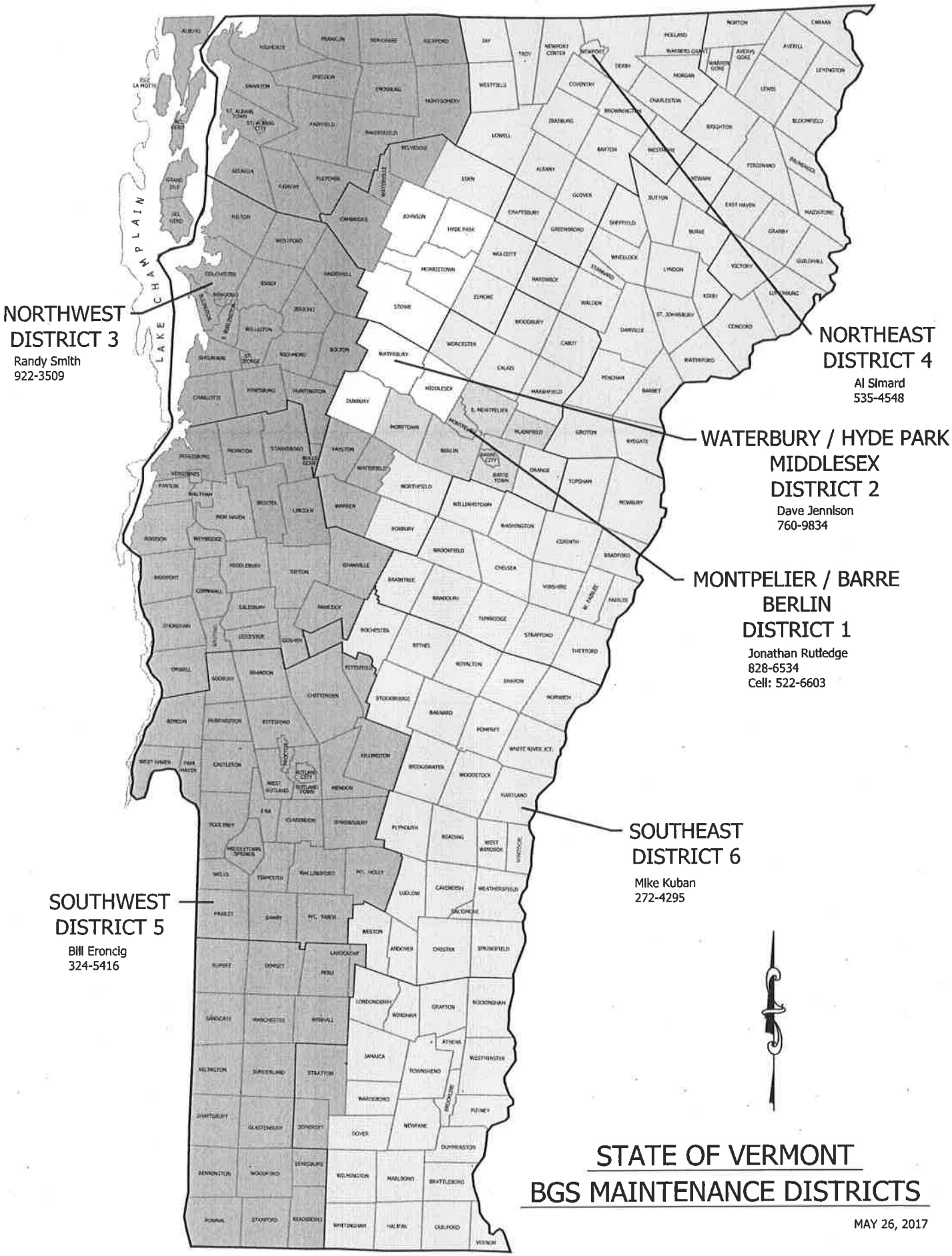
DATE:_____

PLEASE SEND THIS COMPLETED FORM TO:

William F. Gerke, Jr.
Security & Safety Program Manager
Office of the Court Administrator
Vermont Supreme Court
109 State St.
Montpelier, VT 05609-0701

Once the contractor has been selected any members they have on site and that includes sub contractors must complete the attached form. The Vermont Criminal Information Center (VCIC) section of Public Safety **MUST** have these forms 2 weeks prior to the contractor starting work or appearing on site to start work. Any employee or sub-contractor that has not had this completed on them will not be authorized to work there or enter the site/building.

David Tifft
Fleet Administrator
Vermont Dept of Public Safety
394 Hegeman Avenue
Colchester, VT 05446
802-655-0748
David.Tifft@state.vt.us



STATE OF VERMONT
BGS MAINTENANCE DISTRICTS

MAY 26, 2017

Attachment B additional charges	
TEST CHARGES	Price per sample
Asbestos PLM 5 day TAT	$10.00
Asbestos PLM 3 day TAT	$12.00
Asbestos PLM 24 hour TAT	$15.00
Asbestos Bulk Point Count PLM 24 hour TAT	$24.00
Asbestos Bulk Point Count PLM 3 day TAT	$20.00
Asbestos Bulk Point Count PLM 7 dat TAT	$16.00
Asbestos Bulk PLM NOB 5 day TAT	$15.00
Asbestos Bulk PLM NOB 3 day TAT	$18.00
Asbestos Bulk PLM NOB 24 hour TAT	$22.00
Asbestos Bulk TEM NOB 3 day TAT (inc PLM)	$38.00
Asbestos Bulk TEM NOB 24 hour TAT (inc PLM)	$55.00
Asbestos Air Sample PCM 24 hour TAT	$10.00
Asbestos Air Sample TEM 3 day TAT	$42.00
Asbestos Air Sample TEM 24 hour TAT	$55.00
Lead in Soil Sample Standard TAT	$15.00
Lead in Soil Sample 24 hour TAT	$20.00
Lead in Air Sample Standard TAT	$12.00
Lead in Air Sample 24 hour TAT	$15.00
Lead in Dust Sample Standard TAT	$12.00
Lead in Dust Sample 24 hour TAT	$15.00
Spore Trap Analysis (mold) Same Day TAT	$90.00
Spore Trap Analysis (mold) 24 hour TAT	$70.00
Bulk / Tape lift (mold) Same Day TAT	$70.00
Bulk / Tape lift (mold) 24 hour TAT	$50.00
PBC Soil/wipe/water Analysis Standard TAT	$60.00
Other Charges	
PID	75.00/day
Interface Probe	40.00 / day
Rod and Transite	80.00/ day
Mileage	.56/ mile