

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services, Office of Purchasing & Contracting (the "State") and Lane Enterprises, Inc., with a principal place of business in Ballston Spa, NY (the "Contractor") that the contract between them originally dated as of March 1, 2020, Contract # 39736, 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:

A new paragraph 10 is added, consisting of:

10. For all sizes of HDPE listed on the contract in perforated form, Contractor shall also make the same sizes available, at the same prices, for un-perforated HDPE pipe.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

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

*[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**

**LANE ENTERPRISES, INC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STANDARD CONTACT FOR COMMODITIES

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, (hereinafter called “State”), and Lane Enterprises, Inc., with a principal place of business in Ballston Spa, NY (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 commodities generally on the subject of metal culverts. Detailed requirements to be provided by Contractor are described in Attachment A. This contract is entered into in accordance with 29 V.S.A. § 903a in connection with an RFP-based procurement led by the State of Maine, which the States of Vermont and New Hampshire are also using.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on March 1, 2020 and end on February 28, 2022, with two options to renew, of one year each.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of 20 pages including the following attachments which are incorporated herein:

- Attachment A-1 - Statement of Work
- Attachment A-2 - Specifications (from State of Maine Master RFP, plus reference to Vermont Agency of Transportation Standard Specifications
- Attachment B - Payment Provisions
- Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A -1
- (4) Attachment A -2
- (5) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:  
LANE ENTERPRISES, INC.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

Name: \_\_\_\_\_

Title: Commissioner - Buildings & General Services

Title: \_\_\_\_\_

**ATTACHMENT A-1 – STATEMENT OF WORK**

The Contractor shall provide:

1. Culvert materials of the types, sizes, and prices as listed in the prices which are attached to and made a part of this Attachment A.
2. **Method of Ordering:** Purchase Orders must be used. If verbal orders are given, a confirming Purchase Order must be issued.
3. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
4. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
  - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

<b>Reporting Period</b>	<b>Report Due</b>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
5. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

6. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
7. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Craig Shearer  
Lane Enterprises Inc.  
827 Route 67  
Ballston Spa, NY 12020  
(607) 776-3366 | fax: (607) 776-3899  
[cshearer@lane-enterprises.com](mailto:cshearer@lane-enterprises.com)

f. **For the State:**

Name: Trevor R. Lewis, State Commodity Procurement Administrator  
Office of Purchasing & Contracting  
Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802/828- 2217  
Fax: 802/828-2222  
Email: [Trevor.R.Lewis@Vermont.gov](mailto:Trevor.R.Lewis@Vermont.gov)

9. **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 Contract is consistent with its procurement policies and regulations.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000007819	HDIB000620SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,6 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	1.81	15
VS0000007819	HDIB000820SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,8 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	3.03	15
VS0000007819	HDIB001020SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,10 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	4.05	15
VS0000007819	HDIB001220SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	4.68	15
VS0000007819	HDIB001520SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	6.43	15
VS0000007819	HDIB001820SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	8.63	15
VS0000007819	HDIB002420SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	13.88	15
VS0000007819	HDIB003020SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	21.09	15
VS0000007819	HDIB003620SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm	LF	26.41	15
VS0000007819	HDIB004220SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 42 Inch Diameter, per AASHTO	LF	34.97	15
VS0000007819	HDIB004820SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 48 Inch Diameter, per AASHTO	LF	41.85	15
VS0000007819	HDIB006020SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 60 Inch Diameter, per AASHTO	LF	80.62	15
VS0000007819	HDIB001220SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall (DW), C-Perf Pattern	LF	4.68	15
VS0000007819	HDIB001520SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Popethylene (HDPE)	LF	6.43	15
VS0000007819	HDIB001820SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Popethylene (HDPE)	LF	8.63	15
VS0000007819	HDIB002420SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Popethylene (HDPE)	LF	13.88	15
VS0000007819	HDIB003020SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Popethylene (HDPE)	LF	21.09	15
VS0000007819	HDIB003620SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Popethylene (HDPE)	LF	26.41	15
VS0000007819	HDIB004220SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Popethylene (HDPE)	LF	34.97	15
VS0000007819	HDIB006020SP	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Popethylene (HDPE)	LF	80.62	15
VS0000007819	HDPE001230S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe-Drainage DW, Solid, N-12 Plain End, 12 inch x 30 ft	Dual Wall (DW)	LF	4.68	15
VS0000007819	HDPE001530S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe-Drainage DW, Solid, N-12 Plain End, 15 inch x 30 ft	Dual Wall (DW)	LF	6.43	15
VS0000007819	HDPE001830S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe-Drainage DW, Solid, N-12 Plain End, 18 inch x 30 ft	Dual Wall (DW)	LF	8.63	15
VS0000007819	HDPE002430S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe-Drainage DW, Solid, N-12 Plain End, 24 inch x 30 ft	Dual Wall (DW)	LF	13.88	15
VS0000007819	HDPE003030S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe-Drainage DW, Solid, N-12 Plain End, 30 inch x 30 ft	Dual Wall (DW)	LF	21.09	15
VS0000007819	PPIB001220SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 12 inch x 20 ft	Polypopylene Pipe, 12 Inch Diameter, Dual Wall, Perforated	LF	6.31	15
VS0000007819	PPIB001520SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 15 inch x 20 ft	Polypopylene Pipe, 15 Inch Diameter, Dual Wall, Perforated	LF	8.98	15
VS0000007819	PPIB001820SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 18 inch x 20 ft	Polypopylene Pipe, 18 Inch Diameter, Dual Wall, Perforated	LF	12.20	15
VS0000007819	PPIB002420SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 24 inch x 20 ft	Polypopylene Pipe, 24 Inch Diameter, Dual Wall, Perforated	LF	20.05	15
VS0000007819	PPIB003020SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 30 inch x 20 ft	Polypopylene Pipe, 30 Inch Diameter, Dual Wall, Perforated	LF	32.55	15
VS0000007819	PPIB003620SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 36 inch x 20 ft	Polypopylene Pipe, 36 Inch Diameter, Dual Wall, Perforated	LF	36.45	15
VS0000007819	PPIB004220SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 42 inch x 20 ft	Polypopylene Pipe, 42 Inch Diameter, Dual Wall, Perforated	LF	54.22	15
VS0000007819	PPIB004820SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Perforated	LF	58.66	15
VS0000007819	PPIB006020SF	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Perforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Perforated	LF	98.94	15
VS0000007819	PPIB001220S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 12 inch x 20 ft	Polypopylene Pipe, 12 Inch Diameter, Dual Wall, Unperforated	LF	6.31	15
VS0000007819	PPIB001520S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 15 inch x 20 ft	Polypopylene Pipe, 15 Inch Diameter, Dual Wall, Unperforated	LF	8.98	15
VS0000007819	PPIB001820S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 18 inch x 20 ft	Polypopylene Pipe, 18 Inch Diameter, Dual Wall, Unperforated	LF	12.20	15
VS0000007819	PPIB002420S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 24 inch x 20 ft	Polypopylene Pipe, 24 Inch Diameter, Dual Wall, Unperforated	LF	20.05	15
VS0000007819	PPIB003020S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 30 inch x 20 ft	Polypopylene Pipe, 30 Inch Diameter, Dual Wall, Unperforated	LF	32.55	15
VS0000007819	PPIB003620S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 36 inch x 20 ft	Polypopylene Pipe, 36 Inch Diameter, Dual Wall, Unperforated	LF	36.45	15
VS0000007819	PPIB004220S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 42 inch x 20 ft	Polypopylene Pipe, 42 Inch Diameter, Dual Wall, Unperforated	LF	54.22	15
VS0000007819	PPIB004820S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Unperforated	LF	58.66	15
VS0000007819	PPIB006020S0	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Pipe PP, DW, Unperforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Unperforated	LF	98.94	15
VS0000007819	HDCP06	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Coupler, Split Band 6 inch	6 Inch Diameter	EA	4.51	15
VS0000007819	HDCP12	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Coupler, Split Band 12 inch	12 Inch Diameter	EA	7.40	15
VS0000007819	HDCP15	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Coupler, Split Band 15 inch	15 Inch Diameter	EA	10.25	15
VS0000007819	HDCP18	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Coupler, Split Band 18 inch	18 Inch Diameter	EA	16.35	15
VS0000007819	HDCP24	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Coupler, Split Band 24 inch	24 Inch Diameter	EA	22.90	15
VS0000007819	HDCP30	Lane Enterprises, Inc	Lane Enterprises, Inc		91339	Coupler, Split Band 30 inch	30 Inch Diameter	EA	55.25	15

## **ATTACHMENT A-2 SPECIFICATIONS**

**(consisting of six pages, not including this page)**

**Consisting of Specifications from State of Maine Master RFP that this contract is a product of.**

**In addition to the following specifications, products to be delivered to the Vermont Agency of Transportation shall be required to meet all applicable Vermont Specifications, including but not limited to Sections 710 and 711 of the 2018 Standard Specifications for Construction.**

NOTE: Within this Attachment A-2, references to “Attachment B” or “Attachment C” are from the original Maine “State of Maine RFQ 17A 20013-207” and thus any such references, within this Attachment A-2, to either “Attachment B” or “Attachment C” are solely to those attachments as contained in this Attachment A-2, and are entirely distinct from the Attachment B or Attachment C to State of Vermont Contract number 39736, of which this Attachment A-2 is a part.

NOTE: Within this Attachment A-2, references to "Attachment B" or "Attachment C" are from the original Maine "State of Maine RFQ 17A 20013-207" and thus any such references within this Attachment A-2, to either "Attachment B" or "Attachment C" are solely to those attachments as contained in this Attachment A-2, and are entirely distinct from the Attachment B or Attachment C to State of Vermont Contract number 39736, of which this Attachment A-2 is a part.

## Specifications

### METAL CULVERTS AND STORM DRAINS

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts and under-drains (as applicable) of the following type:

*Metal:*

GCMP, Galvanized Corrugated Metal Pipe and Under-drains.

ALCCMP, Aluminum Coated Corrugated Metal Pipe (Type 2) and Under-drains.

PPGCMP, Polymer Pre-coated Galvanized Corrugated Metal Pipe and Under-drains

CAAP, Corrugated Aluminum Alloy Pipe and Under-drains

### **MATERIALS.**

#### **603.023 CORRUGATED STEEL PIPE AND UNDER-DRAINS**

Corrugated steel pipe, under-drain and coupling bands shall conform to the requirements of AASHTO M36 and Attachments B and C as applicable. Material furnished under this Subsection shall be formed from sheet material coated in accordance with AASHTO M218 and M274.

- a) Coupling Bands. Coupling bands shall conform to AASHTO M36 and Attachment C, with the following modifications:
  - (1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges. Structural steel for band connections shall conform to ASTM A 36/A 36M.
  - (2) The only approved methods of connection and connection details at the ends of the bands shall be:
    - a.  $2 \times 2 \times 3/16$  inch galvanized steel angles extending the full width of the band.
    - b. 12 gauge die-cast angle with a configuration that provides at least the same section modulus as the  $2 \times 2 \times 3/16$  inch angle, extending the full width of the band.
    - c. Minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band, and five bolts for a 24 inch wide band, uniformly spaced. Bolts, nuts, and other threaded items used with coupling bands shall be coated by the electroplating process as provided in ASTM B 633, Class Fe/Zn 25 the zinc coating process as provided in AASHTO M 232M/M 232 or the mechanical zinc coating process as provided in AASHTO M 298, Class 25.
    - d. Angles will be connected to bands by one of the following:
      1. Spot welds spread over full width of the band,
      2. Stitch-welded over the full width of the band, or
      3. Attached by rivets.

NOTE: Within this Attachment A-2, references to "Attachment B" or "Attachment C" are from the original Maine "State of Maine RFQ 17A 20013-207" and thus any such references, within this Attachment A-2, to either "Attachment B" or "Attachment C" are solely to those attachments as contained in this Attachment A-2, and are entirely distinct from the Attachment B or Attachment C to State of Vermont Contract number 39736, of which this Attachment A-2 is a part.

- (3) Minimum band thickness shall be 1/16 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert or unit being connected. Coupling bands and die-cast angles may be formed from any one of the three types of sheet material specified above.
- (4) The use of projection pipe coupling (dimpled) bands or preformed channel bands is not allowed.
- (5) The Contractor may submit for approval to the Agency alternate coupling bands. The Contractor shall allow 30 days for a testing and evaluation period. Coupling bands shall not be shipped to projects until the Contractor has been notified that the proposed band has been approved by the Agency.

b) Under-drain: Under-drain perforations shall be Class 1.

#### 603.024 CORRUGATED ALUMINUM ALLOY PIPE AND UNDER-DRAINS.

Corrugated aluminum alloy pipe, under-drain, and coupling bands shall conform to the requirements of AASHTO M 196 and Attachments B and C.

a) Coupling Bands. Coupling bands shall conform to AASHTO M 196 and Attachment C, with the following modifications:

- (1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges.
- (2) Coupling band connections:
  - a. Shall be  $2 \times 2 \times 1/4$  inch aluminum angles (Alloy 6061-T6) extending the full width of the band or 12 gauge minimum die-cast aluminum angles, extending the full width of the band.
  - b. Shall have a minimum shear strength capacity of 6.3 kips.
  - c. Shall be connected with a minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band and five bolts for a 24 inch wide band. Bolts shall be uniformly spaced across the width of the band. Bolts, nuts, and other threaded items shall be coated in accordance with the requirements of Subsection 603.023(a)(2)c.
  - d. Shall have angles attached to the bands by stitch welding over the full width of the band or by rivets uniformly spaced across the width of the band.
- (3) Minimum band thickness shall be 0.06 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert being connected.
- (4) Alternate coupling bands may be submitted for approval as specified in Subsection 603.023(a) (5).

b) Under-drain: Under-drain perforations shall be Class 1.

#### 603.025 POLYMERIC COATED CORRUGATED STEEL PIPE.

Polymeric coated corrugated steel pipe shall conform to AASHTO M 245 and Attachments B and C. Polymeric coating shall conform to AASHTO M 246, Grade 250/250.

NOTE: Within this Attachment A-2, references to "Attachment B" or "Attachment C" are from the original Maine "State of Maine RFQ 17A 20013-207" and thus any such references, within this Attachment A-2, to either "Attachment B" or "Attachment C" are solely to those attachments as contained in this Attachment A-2, and are entirely distinct from the Attachment B or Attachment C to State of Vermont Contract number 39736, of which this Attachment A-2 is a part.

- a) Coupling Bands. Coupling bands shall conform to the requirements of Subsection 603.023(a) and Attachment C, modified as follows:
- (1) Coupling bands and die-cast angles shall be formed from sheet material coated in accordance with AASHTO M 218, M 245, M 274, or M 289.
  - (2) Coupling bands formed from AASHTO M 274 or M 289 material shall be not more than one nominal sheet thickness thinner than the wall thickness of the culvert or unit being connected.
  - (3) Coupling bands formed from AASHTO M 245 material shall be not more than two nominal sheet thicknesses thinner than the thickness of the culvert or unit being connected. Angles must be attached to the band by rivets.
  - (4) Coupling bands formed from AASHTO M 218 material shall be the same nominal sheet thickness as the culvert or units being connected. Angles must be attached to the band with rivets or by stitch-welding over the full width of the band.

### **FABRICATION OF CAAP, ALCCMP, AND PPGCMP.**

- a) Metal pipe may have either spiral or annular corrugations. All spiral pipes 300 mm (12") diameter and larger shall have the ends re-rolled to provide two annular corrugations which shall be 68 mm (2 2/3") x 13 mm (1/2") per Section 7.7.1 of AASHTO M36/M 36M. Any damage to the ends shall be repaired per AASHTO M36. Section 9.1.3 of AASHTO M 36/M 36M and Section 9.1.5 of AASHTO M 196 do not apply.
- b) Pipe with spiral corrugations shall be either continuous helical lock seams or welded seams.
- c) The corrugations for all pipes shall meet the requirements of Attachment B.
- d) The requirements of Fabrication, Rivet and Riveting of M36, pertaining to the plates being drawn tightly together, shall be interpreted such that any portion of a rivet being visible between the sheets shall be reason for the rejection of the pipe.
- e) There shall be no un-bonding, splitting or cracking of the coatings. Any visible evidence of these imperfections shall be reason for rejection of the pipe.
- f) Grinding shall be required for all metal culvert pipe ends to remove burrs and/or slivers resulting from the cutting of the pipe by the method of sawing.
- g) Marking. All material furnished under this Subsection shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator and the sheet metal thickness.
- h) All corrugated metal pipe shall be supplied in lengths of 12', 18' and 20'. The 6" perforated under-drain pipe shall be supplied in 20' lengths.

### **STRUTTING.**

Strutting of the culverts will be as ordered at strut bid price per foot of pipe.

All specified flexible culverts to be strutted shall be elongated along the vertical diameter in accordance with one of the following two methods.

- a) The pipe shall be elongated by the manufacturer after fabrication by increasing the diameter along the vertical axis approximately 3 percent with a corresponding decrease along the horizontal axis. The elongation shall be obtained by installing rods and tightening the rods,

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uniformly from end to end of the pipe, obtaining approximately one-quarter of the required elongation each time throughout the length of the pipe.

The rods shall be 5/8" diameter threaded 7" at both ends with washers and nuts. The length of the rods shall be the diameter of the pipe plus 8". The rods shall be placed on the horizontal axis of the pipe on 24" spacing and located halfway between the circumferential riveting. A soft wood block 2" by 4" by 12" long shall be placed over the rods at each end to provide contact against the outside of the pipe. The long dimension of the blocks shall be parallel with the horizontal axis of the pipe. The rods shall be left in the pipe until the fill is completed and compacted, unless for some unusual condition their removal is ordered by the Engineer. The rods shall be removed by cutting from the inside adjacent to the pipe.

b) The pipe shall be elongated by the manufacturer by increasing the diameter along the vertical axis approximately 5 percent with a corresponding decrease along the horizontal axis by mechanical means in which sufficient pressure is applied to the sides of the pipe after fabrication to produce the specified distortion. The elongation shall be maintained by drilling holes in the ends of the pipe sections and placing horizontal wires. After the pipe sections have been installed with coupling bands, the wires will be removed.

Helically corrugated culvert sections shall be match marked before being elongated by the manufacturer of before the 5/8" diameter rods are installed.

NESTING. Nesting of culvert pipes shall require the wood separators to protect the coatings except for Corrugated Aluminum Alloy Pipe.

## **HDPE CULVERTS AND STORM DRAINS**

DESCRIPTION. The work shall consist of furnishing and delivering culverts and underdrains (as applicable) of the following type:

### *High Density Polyethylene Pipe*

HDPE, (Corrugated) High Density Polyethylene Pipe, Type S (smoothlined) and Underdrains

### MATERIALS.

- a) Corrugated (High Density) Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M 294, Type S or AASHTO M 252, Type SP as appropriate, Attachment B, and be approved for use by MaineDOT, NH DOT, and VTrans.
- b) Connections for high density polyethylene pipe shall be of a bell and spigot type joint with an O-ring rubber gasket meeting ASTM F477 placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Pipe shall be supplied in 10' and 20' lengths.
- d) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

NOTE: Within this Attachment A-2, references to "Attachment B" or "Attachment C" are from the original Maine "State of Maine RFQ 17A 20013-207" and thus any such references, within this Attachment A-2, to either "Attachment B" or "Attachment C" are solely to those attachments as contained in this Attachment A-2, and are entirely distinct from the Attachment B or Attachment C to State of Vermont Contract number 39736, of which this Attachment A-2 is a part.

ATTACHMENT B											
CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES)											
DIAMETER	CORRUGATED METAL PIPE				SPIRAL RIB TYPE 1R AND B		PLASTIC PIPE		REINFORCED CONCRETE PIPE		
	OPTION I	OPTION I & III			OPTION I	OPTION I & III	OPTION I & III	OPTION III	OPTION I & III		
	M218	M274 (A)	M246 & FIBER BONDED	M197	M274 (A)	M197	M294 DUAL WALL PIPE STIFFNESS @ 5% DEFL.	M278	M170 CLASS III WALL A	M170 CLASS III WALL B	M170 CLASS III WALL C
12"	0.079	0.064	0.064	0.075				1.354	0.358	1 3/4	2
15"	0.079	0.064	0.064	0.075				1.138	0.438	1 1/8	2 1/4
18"	0.109	0.079	0.079	0.075	0.079	0.106		1.087		2	2 1/2
21"	0.109	0.079	0.079	0.075	0.079	0.106				2 1/4	2 3/4
24"	0.109	0.079	0.079	0.075	0.079	0.106		0.921		2 1/2	3
27"	0.109	0.079	0.079	0.105						2 5/8	3 1/4
30"	0.109	0.079	0.079	0.105	0.110	0.134		0.760		2 3/4	3 1/2
33"	0.109	0.079	0.079	0.105						2 1/8	3 3/4
36"	0.109	0.079	0.079		0.110	0.134		0.594		3	4
36" (1)			0.079	0.075							4 3/4
42"	0.138	0.109	0.109					0.551		3 1/2	4 1/2
42" (1)			0.079	0.105	0.110						5 1/4
48"	0.138	0.109	0.109					0.492		4	5
48" (1)			0.079	0.105	0.110						5 3/4
54"	0.168	0.138	0.138							4 1/2	5 1/2
54" (1)			0.079	0.105	0.110						6 1/4
60"	0.168	0.138	0.138							5	6
60" (1)			0.079	0.105	0.110						6 3/4
66" (1)			0.079	0.135						5 1/2	6 1/2
72" (1)			0.109	0.135						6	7
78" (1)			0.109	0.164							7 1/2
84" (1)			0.109	0.164							8

Metal Pipe values are for 2 2/3" x 1/2" Corrugations unless diameter is followed by (1) which requires 3" x 1" Corrugations for Aluminum Pipes and 3" x 1" or 5" x 1" Corrugations for Steel Pipes. Option I Pipes shall only be used for entrances. Fill heights over 15 Ft may require larger metal gages.

M218 = zinc coated (galvanized) corrugated steel pipe  
M274 = aluminum coated (type 2) corrugated steel pipe  
M246 = polymer pre-coated galvanized corrugated steel pipe  
Fiber Bonded = M.D.O.T. Spec. 707.04  
M197 = Corrugated Aluminum Alloy Pipe  
M278 = Polyvinyl Chloride Pipe

M170 = Reinforced Concrete Pipe  
M294 = High Density Polyethylene Pipe

(A) Option I, M274 can be used for closed drainage Option III Pipe  
(B) Spiral Rib Type 1R can be used for Smoothlined Pipe

NOTE: Within this Attachment A-2, references to "Attachment B" or "Attachment C" are from the original Maine "State of Maine RFQ 17A 20013-207" and thus any such references, within this Attachment A-2, to either "Attachment B" or "Attachment C" are solely to those attachments as contained in this Attachment A-2, and are entirely distinct from the Attachment B or Attachment C to State of Vermont Contract number 39736, of which this Attachment A-2 is a part.

**ATTACHMENT C  
COUPLING BAND WIDTH REQUIREMENTS**

Nominal Corrugation (Inches)	Nominal Pipe Inside Diameter	Coupling Band Width (Inches)			
		Annular Corrugated Bands		Helically Corrugated Bands	
		M 196	M 36	M 196	M 36
1 1/2 X 1/4	6	10 1/2	10 1/2	7	7
2 2/3 X 1/2	12 - 84	10 1/2	10 1/2		
3 X 1	30 - 84	12	12		
5 X 1	36 X 84		20		

Helically corrugated pipe 12" diameter and larger shall have the ends rerolled to provide at least two annular corrugations.

Pipe with spiral corrugations shall have continuous helical lock seams

M 196 = Corrugated Aluminum Alloy Pipe

M 36 = Corrugated Steel Pipe

**TYPES B & C UNDERDRAIN PIPE**

Metal Pipe				Plastic Pipe Stiffness @ 5% Deflection			
Nominal Wall Thickness (Inches)				PVC Pipe		Polyethylene Pipe	
Diameter	M 218	M 274 M 246	M 197	M 278	ASTM F 949	M 294 SP Dual-Wall Unanchor	M 252 SP Dual-Wall Unanchor
Type "B" 6	0.064	0.052	0.048	46	50		60
Type "C" 12	0.079	0.064	0.075	46		50	
15	0.079	0.064	0.075	46		42	
18	0.079	0.064	0.075			40	
21	0.079	0.064	0.075				
24	0.079	0.064	0.075			40	
30	0.109	0.079	0.105				
36	0.109	0.079	0.105				

Coated Steel Pipe	Equivalents (Inches)
18 Gage =	0.052
16 Gage =	0.064
14 Gage =	0.079
12 Gage =	0.109
10 Gage =	0.138
8 Gage =	0.168

Aluminum Pipe	Equivalents (Inches)
18 Gage =	0.048
16 Gage =	0.06
14 Gage =	0.075
12 Gage =	0.105
10 Gage =	0.135
8 Gage =	0.164

## ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products 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
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. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:**

Delivery charges will be quoted and invoiced on only one the basis of actual freight costs from the vendor to the delivery point for each specific delivery. The State or any other entity utilizing this contract can request actual bills of lading or invoices from freight companies for freight charge verification. If there is an overcharge, the vendor will be required to refund the balance of the freight charge plus administrative costs.

No request for extra delivery cost will be honored. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted

5. Contractor shall submit invoice(s) to:

If product is ordered by/for the Vermont Agency of Transportation:

Vermont Agency of Transportation  
Attn: Accounts Payable  
219 North Main St.  
Barre, VT 05641

If product is ordered by/for another Agency or Department of the State of Vermont:

Contractor will check and confirm billing contact of that Agency or Department at time that order is placed

If product is ordered by/for any political subdivisions of the State of Vermont or 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 (an “Additional Purchaser”):

Contractor will check and confirm billing contact of that Additional Purchaser at time that order is placed

6. Following complete delivery of the items each as specified in Attachment A, and the State’s written confirmation to the Contractor of the State’s acceptance of those items, Contractor will invoice the State in accordance with the rates specified in Attachment A.
7. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**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)