

ATTACHMENT D
WASTE MANAGEMENT DIVISION STANDARD CONDITIONS

- 1) By signing this Contract agreement, the Contractor certifies, to the best of his or her knowledge and belief, that:
 - a) No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 - c) The Contractor shall require that the language of this certification be included in the award of documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 2) Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to the Agency. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.
- 3) Federal Government funds may be used on this project. The following Federal requirements apply:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.
- 4) The Contractor shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

- 5) The Contractor is assumed to be thoroughly familiar with all requirements of the contract and specifications, having investigated the site and satisfied his/herself regarding the character of the work and local conditions that may affect his performance.
- 6) The Contractor shall be responsible for any damage occurring to the existing premises during the construction project.
- 7) The Contractor shall take extreme care to avoid pollution of surface water, groundwater, and air.
- 8) The State shall not be held responsible for any damage caused by vandalism to either the project or to the Contractor's property.
- 9) The Contractor shall remove all construction equipment, materials, and debris caused by the project from the site at the conclusion of the project.
- 10) The Contractor shall be responsible for safety on the job. The Contractor shall take due care to protect the public. The Contractor shall protect the rights and property of adjacent landowners and shall be fully responsible for any damage beyond the limits of construction shown on the plans. The Contractor shall take due care to protect the property of the State of Vermont. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Contractor's expense.
- 11) Any work on this Contract which is "Professional Engineering Services" as defined in 26 V.S.A. § 1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. § 1162.
- 12) **Compliance with Other Laws.** The Contractor shall comply with all applicable laws and regulations including:
 - a. When applicable the Contractor shall comply fully with the OSHA standard for hazardous waste operations and emergency response as found in 29 CFR 1910.120.
 - b. The Contractor shall purchase and maintain adequate liability coverage for all aspects of the project.
- 13) **Professional Liability Insurance.** Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with a minimum coverage of \$1 million per occurrence / \$1 million aggregate.
- 14) **Cancellation.** Normal cancellation procedures notwithstanding, the State reserves the right to order immediate suspension of Contractor operations and termination of this Contract in the event of Contractor negligence or Contractor practices in apparent violation of State or Federal law or regulations.