



GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

(Contracts and agreements valued at more than \$25,000)

Page 2 Mount Ascutney Regional Commission – Design Implementation Block Grant Barre City Auditorium Stormwater Final Design Amendment #1

CONTRACTS ISSUED

(Contracts and agreements valued at more than \$25,000)

Page 3 DuBois & King, Inc. – Stormwater Final Design – Barre City Auditorium

Page 10 Master Agreements for Engineering Services – **Template for all contractors below:**

Page 40 DuBois & King (CVRPC Agreement #: 2024-03) – Cost Schedule

Page 42 Fitzgerald Engineering Associates (CVRPC Agreement #: 2024-04) – Cost Schedule

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Page 45 Stone Environmental (CVRPC Agreement #: 2024-07) – Cost Schedule

Page 48 SLR (CVRPC Agreement #: 2024-06) – Cost Schedule

Page 49 Watershed Consulting Associates (CVRPC Agreement #: 2024-08) – Cost Schedule

Page 50 Friends of the Winooski River – Bull Run Tributary Restoration Implementation at Camp Wihakowi – Northfield, VT (CVRPC Agreement #: 2023-11.01)

Page 56 Friends of the Winooski River – Coburn Road Floodplain Restoration Final Design – East Montpelier / Plainfield (CVRPC Agreement #: 2023-11.02)

Page 60 Friends of the Winooski River – Basin 8 Strategic Wood Additions – Cabot, East Montpelier, Elmore, Stowe (CVRPC Agreement #: 2023-11.03)

**MOUNT ASCUTNEY REGIONAL COMMISSION
AMMENDMENT #1 TO
STANDARD SUB-GRANT AGREEMENT
#CVRPC-2021DIBG-03**

This AMENDMENT to contract #CVRPC-2021DIBG-04 (Contract), dated February 22, 2022, by and between the **Mount Ascutney Regional Commission (MARC)** (previously SWCRPC), and **Central Vermont Regional Planning Commision (CVRPC)** shall be made effective on this 1st day of December, 2023, for the purposes of extending the period of performance due to delays in securing a consultant for design work. This is the first amendment to this contract.

The Contract amendment is as follows:

1. **Agreement Term and Deadlines:** The period of SUB-GRANTEE's performance shall begin within 90 days of the execution of this agreement and end on ~~December 1~~ **July 1**, 2024. To be eligible for reimbursement, all projects must be completed and all deliverables and project invoicing must be submitted by no later than ~~November 1~~ **June 30**, 2024.

All other language in the Contract remains the same.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

MOUNT ASCUTNEY
REGIONAL COMMISSION

SUB-GRANTEE

Signature: _____

Signature: _____

Name: Jason Rasmussen

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Standard Contract****Barre City Auditorium & Ice Rink****Stormwater Final Design Project****Part 1 – Contract Detail****SECTION 1 - GENERAL CONTRACT INFORMATION**

Original <input checked="" type="checkbox"/>		Amendment <input checked="" type="checkbox"/> # <u>1</u>	
Contract Amount: \$34,703	Contract Start Date: 01/04/2023		Contract End Date: 06/01/24
Contractor Name: DuBois & King, Inc.			
Contractor Physical Address: 28 North Main Street			
City: Randolph	State: VT	Zip Code: 05060	
Contractor Mailing Address: PO Box 339			
City: Randolph	State: VT	Zip Code: 05060	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

(to be completed by CVRPC)

Contractor UEI: SUL5KGAU5XL8	
DUNS/UEI Registered Name (if different than Contractor Name above):	
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File) Date: 12/29/22 Initials: NLC SAM Expiration Date: 12/12/23	
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File) Date: 12/28/22 Initials: BV Debarment Expiration Date: N/A	
Risk Assessment completed (Risk Assessment Contractor.docx). Staff completes assessment (Risk Assessment Contractor.docx). Contractor responses and completed risk assessment placed in contract file. Contract modified to reflect assessment results.) Date: 12/30/2022 Initials: BV	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 12/29/22 Initials: NLC	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: 12/29/22 Initials: NLC	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating	

funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 01/03/2023 Initials: BV

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 12/30/2022 Initials: BV

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 12/28/2022 Initials: BV

SECTION 3 – FUNDING SOURCE

Awarding Entity: Mount Ascutney Regional Commission

Contract #: CVRPC-2021DIBG-03

Funding Type: ☐ Federal ☒ State ☐ Municipal ☐ Other
CFDA/ALN #: Program Title:
Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt
Title: Senior Planner
Work Phone: 802-262-1029
Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer
Title: Acting Executive Director
Work Phone: 802-229-0389
Email: meyer@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Christopher Rivet
Title: Project Manager
Work Phone: 802.728.3376
Cell Phone (if applicable):
Email: crivet@dubois-king.com

Finance/Billing

Name: Justin R. Vertichio
Title: Controller
Work Phone: 802-728-3376
Cell Phone (if applicable):
Email: jvertichio@dubois-king.com

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

SUBJECT: Agreement # 2023-01.A1, entered into by the Central Vermont Regional Planning Commission and DuBois & King, Inc., is amended as follows:

4. Contract Term. The period of Contractor's performance shall begin on January 4, 2023 and end on June 1, 2024.

8. Attachments. This contract consists of 23 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Payment Provisions & Reporting Requirements

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

For the CVRPC:

Signature: _____

Name: Christian Meyer

Title: Acting Executive Director

Date: _____

For the Contractor:

Signature: _____

Name: Andrew Hoak

Title: Professional Engineer

Date: _____

ATTACHMENT A**Scope of Work to be Performed****Objective**

This project requires a Professional Engineer to develop a 100% design for a subsurface sand filter to treat stormwater in Barre, VT (05641). The project site is a 27.4-acre drainage area in the vicinity of the Barre City Auditorium with attached Alumni Hall (20 Auditorium Hill), the BOR Ice Arena (25 Auditorium Hill) and their associated parking lot. The final design is expected to prevent at least 24,000 pounds of suspended solids and 8.66 pounds of total phosphorous from entering receiving waters annually.

Performance Measures

TASK		DELIVERABLE	DELIVERY DATE
1	Kick-off Meeting & Site Visit	Project Kick-off & Site Visit meeting minutes	January 1, 2023
2	Identified site/design considerations	a) Locator map(s) with site photos b) Letter of landowner commitment c) Project summary identifying: i. site / design considerations, ii. natural resource constraints, iii. water quality improvement objectives/goals, and natural resource constraints	February 1, 2023
3	Assess permit needs and permit feasibility	a) Documentation of additional required permits b) Indication of potential challenges / conflicts for obtaining permit	February 1, 2023
4	60% Engineering Design	Intermediate Design Report: i. synthesis of prior completed project deliverables, ii. 60% designs, iii. cost-estimates, and iv. nutrient (and flow, if applicable) reduction estimates using STP Calculator	March 15, 2023
5	Meet with project stakeholders	Meeting minutes, including: i. meeting outcomes, ii. planned actions, and iii. potential co-benefit(s)	March 1, 2024
6	Determine O&M responsible party	a) Documentation of O&M responsible party b) Draft Operation & Maintenance Plan and Agreement	April 1, 2024

TASK		DELIVERABLE	DELIVERY DATE
7	100% design complete	Final Design Report, including: <ul style="list-style-type: none">i. synthesis of prior completed project deliverablesii. 100% design(s)iii. written landowner commitment to implement projectiv. final cost-estimate with a level-of-effort document	May 1, 2024
8	Submission of permit application	Submit completed permit application, site plans, and engineering Final Design to DEC Stormwater Program for approval	May 15, 2024

ATTACHMENT B

Payment Provisions and Monitoring and Reporting Requirements

PAYMENT PROVISIONS

The Contractor shall provide the services listed in Attachment A to CVRPC at the rates listed in the Scope of Work attached to this Agreement.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The 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 the Standard Contract.

CVRPC agrees to compensate the Contractor for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Payment. Work performed will be paid as follows:

FIXED PRICE (DELIVERABLES): The Contractor shall submit invoices to the CVRPC in accordance with the following schedule:

TASK		DELIVERABLE	DELIVERY DATE	COST
1	Kick-off Meeting & Site Visit	Project Kick-off & Site Visit meeting minutes	January 1, 2023	\$1000
2	Identified site/design considerations	a) Locator map(s) with site photos b) Letter of landowner commitment c) Project summary identifying: i. site / design considerations, ii. natural resource constraints, iii. water quality improvement objectives/goals, and natural resource constraints	February 1, 2023	\$2620
3	Assess permit needs and permit feasibility	a) Documentation of additional required permits b) Indication of potential challenges / conflicts for obtaining permit	February 1, 2023	\$670

TASK		DELIVERABLE	DELIVERY DATE	COST
4	60% Engineering Design	Intermediate Design Report: i. synthesis of prior completed project deliverables, ii. 60% designs, iii. cost-estimates, and iv. nutrient (and flow, if applicable) reduction estimates using STP Calculator	March 15, 2023	\$16,508
5	Meet with project stakeholders	Meeting minutes, including: i. meeting outcomes, ii. planned actions, and iii. potential co-benefit(s)	April 1, 2023	\$750
6	Determine O&M responsible party	a) Documentation of O&M responsible party b) Draft Operation & Maintenance Plan and Agreement	March 1, 2024	\$970
7	100% design complete	Final Design Report, including: i. synthesis of prior completed project deliverables ii. 100% design(s) iii. written landowner commitment to implement project iv. final cost-estimate with a level-of-effort document	April 1, 2024	\$5,925
8	Submission of permit application	Submit completed permit application, site plans, and engineering Final Design to DEC Stormwater Program for approval	May 1, 2024	\$6,260
			Total Cost	\$34,703



MASTER AGREEMENT

by and between

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

and

ORGANIZATION NAME

for

ENGINEERING SERVICES

CVRPC Agreement Number: XXX

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Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> #	
Contract Amount: \$0	Contract Start Date:	Contract End Date:
Contractor Name:		
Contractor Physical Address:		
City:	State:	Zip Code:
Contractor Mailing Address:		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI:		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: Initials: SAM Expiration Date:		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment). Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: Initials: Debarment Expiration Date:		
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: Initials:		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: Initials:		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: Initials:		

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date:

Initials:

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date:

Initials:

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date:

Initials:

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2024-CWSP-WID-08

Funding
Type:

☐ Federal CFDA/ALN #:

Program Title:

☒ State

☐ Municipal

☐ Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt

Title: Senior Planner

Work Phone: 802-262-1029

Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: meyer@cvregion.com

CONTRACTOR

Project Contact/Manager

Name:

Title:

Work Phone:

Cell Phone (if applicable):

Email:

Finance/Billing

Name:

Title:

Work Phone:

Cell Phone (if applicable):

Email:

Part 2: Agreement

STANDARD MASTER AGREEMENT FOR SERVICES

This agreement for ENGINEERING SERVICES (hereinafter "Agreement") is hereby made effective as of the 5th of February 2024 (hereinafter the "effective date") by and between the Central Vermont Regional Planning Commission (hereinafter "CVRPC"), in its role as the Clean Water Service Provider for the Winooski River Basin, with its place of business located at 29 Main Street, Suite 4, Montpelier, VT 05602, and ORGANIZATION NAME (hereinafter "SUBCONTRACTOR") having offices located at ADDRESS. The CVRPC and SUBCONTRACTOR are collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, CVRPC has entered into an agreement with the Department of Environmental Conservation pursuant to which CVRPC will receive funding to serve as the Clean Water Service Provider for the Winooski River Basin to assess, identify, develop, design, implement, operate, maintain and inspect non-regulatory, phosphorous-reduction water quality improvement projects to meet a phosphorous-reduction target specified by the VT Department of Environmental Conservation; and

WHEREAS CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, will solicit Requests for Qualifications and Requests for Proposals; and

WHEREAS CVRPC, in conformance with the agreements and contracts, intends to grant sub-awards or enter into contracts (Project Contracts) with qualified municipalities and organizations (hereinafter "SUBGRANTEES") for advancing water quality improvement projects prioritized by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council; and

WHEREAS CVRPC or its SUBGRANTEE, in conformance with the agreements and contracts, intends to issue sub-contracts to design, implement, operate, maintain and inspect water quality improvement projects prioritized by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council; and

WHEREAS, the CVRPC has selected SUBCONTRACTOR, and SUBCONTRACTOR has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, CVRPC and SUBCONTRACTOR wish to enter into this Master Agreement for ENGINEERING SERVICES ("Master Agreement") and agree that the terms and conditions herein shall govern all Project Contracts between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound hereby, agree with each other as follows:

Article 1 - Engagement

1.1 This Master Agreement shall govern all Project Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith. The CVRPC hereby engages SUBCONTRACTOR, and SUBCONTRACTOR hereby agrees to perform, the services set forth herein in accordance with the terms and conditions in this contract.

1.2 There is no minimum guarantee of any work under this contract. (See Article 7 for Terms and Conditions.)

1.3 The CVRPC shall pay SUBCONTRACTOR for ENGINEERING SERVICES based on labor rates found in Attachment A. Project Contracts under this Master Agreement will be released on a Task Order basis when the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council elect to proceed with a project.

1.4 The person in charge of administering the services under this Master Agreement on behalf of the CVRPC shall be Brian Voigt, (hereinafter the "CVRPC REPRESENTATIVE") or such other officer of the CVRPC as shall be designated.

1.5 The person responsible for the services to be performed by SUBCONTRACTOR shall be NAME (hereinafter "SUBCONTRACTOR REPRESENTATIVE ") or such other representative of SUBCONTRACTOR as is designated in writing by SUBCONTRACTOR and accepted by the CVRPC.

Article 2 - Description of Services

2.1 SUBCONTRACTOR shall perform the services set forth under Article 3 of this Agreement in a satisfactory manner, as reasonably determined by the CVRPC and based upon applicable regulations and accepted work practices specific to the type of services rendered. Task Orders will be on a time and materials basis, cost not to exceed an approved budget amount without prior authorization of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council. SUBCONTRACTOR shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin; provided, however, SUBCONTRACTOR shall not be required to make such revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially proposed to SUBCONTRACTOR in the Project Contract Scope of Work.

2.2 All reports, drawings, and documents prepared by SUBCONTRACTOR under this agreement shall be submitted to the CVRPC for review and approval. The CVRPC shall review and respond to materials submitted by SUBCONTRACTOR within thirty (30) calendar days.

In the event the CVRPC disapproves of any of the submitted materials, or any portion thereof, or requires additional material within the scope of services to properly review the submission, SUBCONTRACTOR shall revise such disapproved work and submit the revised work or the additional required material for review and approval. Should these services result from corrections or revisions required because of errors or omissions by others not retained by SUBCONTRACTOR or are necessitated by a change in scope through no error of SUBCONTRACTOR, then compensation shall be as per Sub article 6.6.

2.3 In performing the scope of services required under this agreement, SUBCONTRACTOR shall consult with the CVRPC REPRESENTATIVE, as appropriate, with other CVRPC employees or officials and with other persons or entities, as necessary, including the general public (through a process approved by CVRPC), local groups and organizations.

2.4 All of the materials prepared by SUBCONTRACTOR and paid for by the CVRPC under this agreement shall be the property of the CVRPC and will be used for reliance by them, the State of Vermont - Department of Environmental Conservation, and any participating municipality within which the project is located.

Article 3 - Scope of Services

3.1 SUBCONTRACTOR will provide CVRPC or its SUBGRANTEE with a separate proposal for each project in response to a Request for Proposals issued by CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, or its SUBGRANTEE. Unless otherwise agreed, each proposal will be prepared at SUBCONTRACTOR's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE / WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by SUBCONTRACTOR.

3.2 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, or its SUBGRANTEE reserve the right to negotiate and approve or disapprove each proposal submitted. Proposals will be approved via a signed Engagement Letter (See Attachment B). Once a proposal has been approved, it shall become a Sub-contract, binding upon the Parties, and no changes to any Sub-contract shall be valid unless in writing and executed by the Parties.

3.3 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, or its SUBGRANTEE, may, but need not, continue to contract with SUBCONTRACTOR for additional work on a project. Additionally, CVRPC or its SUBGRANTEE reserves the right to award additional work to another prequalified contractor and/or put additional work out to competitive bid.

3.4 SUBCONTRACTOR will provide timely reports, invoices, and feedback to ensure compliance with reporting requirements.

Article 4 - Information to be furnished to Contractor

4.1 CVRPC, or its SUBGRANTEE, shall provide SUBCONTRACTOR with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources reasonably requested by SUBCONTRACTOR for the purpose of carrying out services under this Master Agreement.

Article 5 - Time of Performance

5.1 Time is of the essence in the performance of the scope of services under this Agreement. SUBCONTRACTOR shall commence performance of the services immediately upon execution of an Engagement Letter and shall proceed diligently and continuously to completion. SUBCONTRACTOR shall use its best efforts to perform the services so as to ensure that the

requested scope of work described in the Project Scope of Work is complete within the proposed timeframe of this task order.

5.2 SUBCONTRACTOR shall perform services set forth in Article 3 of this Agreement at such times and in such sequence as may be required to successfully complete the scope of services.

5.3 This agreement shall remain in effect for a 3-year period ending on February 4, 2027, unless otherwise extended by CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin.

Article 6 – Compensation

6.1 Compensation will be based on task orders for individual projects and based on labor rates for all job categories and overhead rate and fee (Attachment A). This fee will be included in the Project Scope of Work and referenced in the Engagement Letter (Attachment B) and is not to be exceeded without CVRPC's prior approval. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the CVRPC REPRESENTATIVE, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

6.2 The CVRPC shall compensate SUBCONTRACTOR for satisfactory performance of the services required under Article 3 of this Agreement.

6.3 Monthly Report. SUBCONTRACTOR will provide brief summaries of technical information to assist CVRPC in preparing these reports at no additional charge.

6.4 Optional Services. Payment for optional services requested by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, or its SUBGRANTEE, will be measured on a time and materials basis, using the SUBCONTRACTOR Labor and Rates included in Attachment A. If requested by the CVRPC or its SUBGRANTEE, SUBCONTRACTOR will provide cost estimates for any or all of these services, which will be incorporated as Addenda to this Agreement.

6.5 Compensation provided under this Article constitutes full and complete payment for all costs assumed by SUBCONTRACTOR in performing the scope of services under this Agreement.

6.6 Payments to SUBCONTRACTOR under this Agreement shall be made by the CVRPC within thirty (30) days of submission of approvable invoices certified by the SUBCONTRACTOR REPRESENTATIVE. Each invoice shall be accompanied by a letter summarizing the associated services performed and percentage complete. Invoices will be submitted by SUBCONTRACTOR to the CVRPC on a monthly basis and should be received by the 15th of the month. An invoice template will be provided to the SUBCONTRACTOR by CVRPC.

6.7 Services rendered by SUBCONTRACTOR under this Agreement which are measured for payment on a time and materials basis shall utilize the rates as provided in Attachment A. These rates are to remain in effect for the first two years of this Agreement and may then be renegotiated on an annual basis. CVRPC reserves the right to reject new rates proposed.

Article 7 - Terms and Conditions

7.1 This agreement is subject to and incorporates the Contracting Provisions in Attachments C and D. Other Contracting Provisions may be incorporated at a later date if an alternate funding source is used.

7.2 This Agreement, its Terms and Conditions and any claims arising there from, shall be governed by Vermont law. SUBCONTRACTOR shall comply with all applicable laws, ordinances, and codes of the Federal government, the State of Vermont, and the municipalities within the CVRPC region or in which work is being conducted.

7.3 The CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and SUBCONTRACTOR each binds itself, its partners, successors, assigns, legal representatives to the other party to this Agreement and to its partners, successors, assigns, legal representatives of such other party with respect to all covenants of this agreement.

7.4 This Agreement incorporates all the understandings of the parties hereto, and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to the matters contained herein.

7.5 Any waiver of the Terms and Conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this agreement.

7.6 Should changes to the scope of work under this Agreement be required, such changes and associated modifications in the amount of SUBCONTRACTOR's compensation shall be mutually agreed upon by the

CVRPC and SUBCONTRACTOR and incorporated in written amendments executed by the Parties to this Agreement.

7.7 Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by the CVRPC REPRESENTATIVE or SUBCONTRACTOR REPRESENTATIVE and delivered in hand or by mail to the party to whom it is directed, which until changed by written notice, are as follows:

SUBCONTRACTOR:

NAME

STREET ADDRESS

CITY, STATE ZIP CODE

CVRPC:

Christian Meyer, Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602

7.8 No officer, member, or employee of the CVRPC or SUBCONTRACTOR, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

7.9 SUBCONTRACTOR shall not assign any interest or responsibility in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, provided, however, that claims for money due or to become due to SUBCONTRACTOR from the CVRPC under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

7.10 Sanctions for Noncompliance. SUBCONTRACTOR is hereby advised that failure of the SUBCONTRACTOR, or any subcontractors performing work under this Agreement, to carry out the requirements set forth in this Agreement shall constitute a breach of contract and, after the notification of the CVRPC funding source, may result in termination of this contract by the CVRPC or such remedy as the CVRPC deems necessary.

7.11 Termination for Cause or for Convenience. In the event the SUBCONTRACTOR materially fails to comply with any term of this

Agreement, CVRPC may take one or more of the following actions, as appropriate in the following circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBCONTRACTOR or more severe enforcement action by the CVRPC;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the current award for the SUBCONTRACTOR 's program;
- d. Withhold further awards for the program; or
- e. Take any other remedies that may be legally available.

In taking an enforcement action permitted above, the CVRPC will provide the SUBCONTRACTOR with an opportunity for such hearing, appeal, or other administrative proceeding to which the SUBCONTRACTOR is entitled under any statute or regulation applicable to the action involved.

Costs resulting from obligations incurred by the SUBCONTRACTOR during a suspension or after termination are not allowable unless the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, expressly authorizes them in the notice of suspension or termination or subsequently. Other SUBCONTRACTOR costs during suspension or after termination which are necessary and not reasonable avoidable are allowed if the costs result from obligations which are properly incurred by the SUBCONTRACTOR before the effective date of suspension or termination.

Except as provided above, this Agreement may be terminated by mutual consent of the CVRPC and the SUBCONTRACTOR subject to written termination conditions, including the effective date, and in the case of partial termination, the portion of the Agreement to be terminated, or by the SUBCONTRACTOR upon written notification to the CVRPC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CVRPC determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, may terminate the award in its entirety under the methods described above.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials prepared by the parties under this Agreement shall become the property of the funding source and the CVRPC. The SUBCONTRACTOR and

any subcontractor(s) shall be entitled to receive just and equitable compensation for any said work completed on such documents, data, studies, surveys, drawing, maps, models, photos and reports or other materials.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed two counterparts of this Agreement as of the day, month and year as first written above.

CVRPC

By:

Name: Christian Meyer
Title: Executive Director
Date:

SUBCONTRACTOR

By:

Name: NAME
Title: TITLE
Date: DATE

Attachment A: Cost Proposal

Include the cost proposal of the SUBCONTRACTOR included in their Statement of Qualifications.

Attachment B: Sample Engagement Letter



Date

NAME

ORGANIZATION

STREET ADDRESS

CITY, STATE ZIP CODE

RE: PROJECT TITLE - Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for PROJECT TITLE. The total cost estimate for this work is APPROVED AMOUNT.

Under the terms of the Master Agreement, dated 5 February 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are amended as follows:

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> #2024-xxx	
Task Amount: \$	Task Start Date:	Task End Date:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<i>If this action is an amendment, the following is amended:</i> Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
SECTION 2 – SUBCONTRACTOR INFORMATION			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: Initials: SAM Expiration Date:			
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment). Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: Initials: Debarment Expiration Date:			
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: Initials:			
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: Initials:			
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.) Date: Initials:			
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: Initials:			

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2024-CWSP-WID-08

Funding
Type:☐ Federal CFDA/ALN #:

Program

Title:

☒ State☐ Municipal☐ Other Source: (ex. private, non-profit, etc.)

The portions of Part 1 – Contract Detail items not noted above have not been changed and remain as presented in the original Master Agreement.

Attachment C: Standard State Provisions for Contracts and Grants

REVISED 7 DECEMBER 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

- C. With respect to Confidential State Data, Party shall:
- i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
- i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont

Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an 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. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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)

Attachment D: Other Provisions

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 CVRPC and the State of Vermont ("STATE"). Party shall be responsible and liability to CVRPC and 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 CVRPC 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.

Party shall include all of the provisions of Attachment C in all subcontracts for work performed under this Master Agreement.

1. Cost of Materials: SUBCONTRACTOR will not buy materials and resell to the STATE at a profit.

2. Procurement: A SUBCONTRACTOR may propose to use Subcontractors to provide professional services such as engineering, ecological design, outreach, etc. to assist with discrete project phases as long as that Subcontractor is competitively procured consistent with Act 76, the Act 76 Rule and DEC guidance. For convenience, the CVRPC will prequalify engineering / consulting firms to assist the CVRPC and its SUBCONTRACTORS with carrying out projects in the Winooski River Basin. SUBCONTRACTORS may solicit quotes from this list of pre-qualified firms and/or from other firms when developing project applications to bring to the CVRPC and the Winooski Basin Water Quality Council for consideration. When a subgrant / contract is awarded to the SUBCONTRACTOR, the SUBCONTRACTOR must solicit cost proposals from at least three potential firms for any proposed subcontractors.

After selection, that subcontractor may continue to work on further phases for the SUBCONTRACTOR through construction/implementation of that clean water project provided that their costs are generally consistent with standard costs as identified by the Secretary of the Agency of Natural Resources as noted in Act 76 and as long as the CVRPC and/or its SUBCONTRACTOR who is managing the project is satisfied with their work. When a SUBCONTRACTOR is soliciting bids for Construction Services to

physically install / implement a water quality project, the SUBCONTRACTOR must competitively procure those services consistent with DEC Guidance.

Additionally, SUBCONTRACTORS shall abide by the following additional requirements:

- purchasing of goods shall require the solicitation of at least two different quotations, except when purchasing items valued at \$1,000.00 or less;
- records related to the procurement of services shall be retained for the term of the contract plus three years;
- records related to the procurement of goods shall be retained for one year after the audit covering the period of purchase of those goods;
- procurement of a good or category of goods totaling \$15,000.00 or greater from one vendor in one year shall be by written contract, and
- equipment and other durable assets purchased shall be maintained.

3. Prior Approval / Review of Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the SUBCONTRACTOR under this grant agreement shall be approved / reviewed by the CVRPC prior to release.

4. Ownership of Equipment: Any equipment purchased by or furnished to the SUBCONTRACTOR by the CVRPC or the STATE under this agreement is provided on a loan basis only and remains the property of the CVRPC or the STATE. All property acquired by SUBCONTRACTOR, partially or wholly funded under this Agreement, is to benefit the public. SUBCONTRACTOR is a trustee of said property and acknowledges that the STATE retains a controlling interest in all such property through its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in STATE until STATE relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for STATE and shall be consistent with state guidance.

5. SUBCONTRACTOR's Liens: SUBCONTRACTOR will discharge any and all contractors' or mechanics' liens imposed on property of the STATE through the actions of subcontractors.

6. Davis-Bacon Act: The SUBCONTRACTOR will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety

Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

7. Health Insurance Portability and Accountability Act (HIPAA): The confidentiality of any health care information acquired by or provided to the independent SUBCONTRACTOR shall be maintained in compliance with any applicable STATE or federal laws or regulations.

8. Title VI Nondiscrimination Statement: The STATE ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.

9. Drug Free Workplace: As an employer, the SUBCONTRACTOR is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any work site. An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

Attachment A: Cost Proposal - DuBois & King

Hourly Wage Rate	D&K's standard rates are on the following page.
Overhead Rate	D&K's audited overhead rate is 162.62%. D&K has provided professional consulting engineering services to municipalities since 1962. The vast majority of our work is performed for governmental agencies, and therefore the firm is subject to regular audits and financial review by state and federal agencies on individual contracts and on our overall operations. We have an annually adjusted Federal Overhead Rate, which is reviewed and approved each year by federal auditors. This review ensures that our finances are consistent with expected business practice.
Indirect Rate	D&K's audited indirect rate is 162.62%.
Hourly Equipment Rate	Equipment rates are provided at-cost.
Vehicle Mileage Rate	D&K bills travel and transportation at the IRS standard rate for mileage (65.5 cents per mile, 2023).
Markup Rate	D&K tailors markup and profit rates to meet the funding requirements of each project. Subcontractor markup rate is otherwise 10%.
Type of Accounting System	<p>Many senior firm leaders have more than 25 years of service with the firm. With this longevity of key staff, we have developed mature project management methods and communication protocols to effectively deliver services of an integrated project team. D&K's contract and project managers utilize established management systems and project scheduling and critical path software tools for the purposes of monitoring and managing project schedules and budgets.</p> <ul style="list-style-type: none"> • The firm utilizes engineering-based project accounting software to track project budgets. This budget management software is available to D&K Project Managers in real-time. • Project Managers track weekly expenditures, including staff time and direct expenses. • Project Managers participate in weekly workload coordination meetings. In these meetings, managers discuss the work effort that week, and the coordination and related issues. This is a forum to identify and resolve potential schedule conflicts. • Contract and Project Managers are provided with weekly time and charge reports from the firm's accounting software. These reports provide project information, such as labor expended and expenses. This information is used to track project-expended labor against project-completed milestones, and this information is used to manage project schedules and budgets.
Additional Information	D&K is an employee-owned company. Our people are our greatest resource, and each employee has a stake in the company. Each individual is tied to the company's overall success, so employees are motivated to make each project as successful as possible. This simple fact helps to ensure that the company is financially stable now and in the future. We have the resources and materials necessary to complete projects that may be assigned by the CVRPC. Our staff will be equipped with the necessary safety equipment and supplies that are required to complete each project.

	Rate
Senior Principal (President)	\$225
Principal/Director II	\$200
Principal/Director I/Senior Project Manager III	\$195
Senior Project Manager II	\$190
Senior Project Manager I	\$175
Project Manager II	\$150
Project Manager I	\$135
Senior Project Engineer II	\$130
Senior Project Engineer I/Project Engineer II	\$125
Project Engineers I	\$120
Field Naturalist/Wetland Scientist	\$120
Registered Professional Archaeologist	\$120
Staff Engineer II	\$110
Landscape Architect/Planner	\$125
Project Engineer II	\$125
Staff Engineer I	\$100
Senior Designer II	\$125
Senior Designer I	\$110
Designer/Technician	\$90
Construction Inspector	\$120
Registered Licensed Land Surveyor	\$160
Survey Party Chief	\$110
Survey Technician	\$90
Two-Person Survey Crew	\$180
Three-Person Survey Crew	\$255
Administrative Support	\$85

Attachment A: Cost Proposal - Fitzgerald Environmental

2023 Hourly Billing Rates and Reimbursable Fees

Staff Title and Hourly Billing Rates	
Title	Hourly Rate
Principal Hydrologist/Geomorphologist	\$100.00
Water Resources Engineer	\$95.00
Environmental Engineer	\$85.00
Senior Watershed Scientist	\$85.00
Senior Wetland Scientist	\$80.00
Watershed Scientist	\$75.00
Wetland Scientist	\$70.00
GIS/CAD Specialist	\$70.00
Office Manager	\$60.00
Staff Scientist	\$60.00

Reimbursables	
Equipment Use and Travel	Rates
Centimeter-grade GPS rental	\$250/day or \$800/week (5 days)
Sub-meter GPS rental	\$150/day or \$450/week (5 days)
Total Station	\$200/day or \$600/week (5 days)
Automatic/Laser Level	\$50/day
YSI Pro1030 Sensor	\$50/day
Mileage Rates	prevailing IRS rates
Reproduction	
Half-size plan prints (11"x17")	\$2.50/page
Full-size plan prints (24"x36")	\$8.00/sheet

FEA Personnel	Direct Labor Cost	Indirect (66%)	Fixed Profit (10%)	Total
Principal Hydrologist	\$54.77	\$36.14	\$9.09	\$100.00
Water Resources Engineer	\$52.03	\$34.34	\$8.63	\$95.00
Environmental Engineer	\$46.55	\$30.72	\$7.73	\$85.00
Senior Watershed Scientist	\$46.55	\$30.72	\$7.73	\$85.00
Senior Wetland Scientist	\$43.86	\$29.12	\$7.02	\$80.00
Watershed Scientist	\$41.08	\$27.11	\$6.81	\$75.00
GIS/CAD Specialist	\$38.34	\$25.30	\$6.36	\$70.00

- There is no proposed markup rate applied to bills sent to the CWSP for subcontractors, vendors, or suppliers.
- There is no proposed profit rate applied to any expense.
- Type of accounting system: We currently use QuickBooks Desktop Pro 2021 on site at our Colchester office. All accounting functions (including payroll) are done in-house by the Principal (Evan) and the Office Manager. Receipts for project-specific expenses are entered with an associated project number for tracking.

Attachment A: Cost Proposal - Redstart

Hourly Wage Rate	Redstart currently invoices at the following labor rates: General Labor: \$75/hr Crew Lead: \$85/hr Senior Manager: \$90/hr
Overhead Rate	Redstart does not apply an overhead rate.
Indirect Rate	Redstart does not apply an indirect rate.
Hourly Equipment Rate	Redstart uses the following billable rates in addition to the labor rate listed above for the following equipment: UTV: \$15/hr UTV w/Boom Sprayer or Hydraulic Sprayer: \$40/hr Tractor: \$50/hr Tracked Loader (aka skid steer): \$80/hr
Vehicle Mileage Rate	Federal mileage reimbursement rate (\$0.67/mile)
Markup Rate	10%
Type of Accounting System	Redstart uses Quickbooks accounting software paired

Attachment A: Cost Proposal - Stone Environmental

Hourly Wage Rate	Please see hourly wage rate table on Page 14.
Overhead Rate	Fringe benefit rate of 40.7%, see hourly wage rate table on Page 9.
Indirect Rate	No indirect rate or additional profit rate is proposed.
Hourly Equipment Rate	Please see equipment rate table on Page 15.
Vehicle Mileage Rate	0.655/mile or most recent Federal rate
Markup Rate	10%
Type of Accounting System	Delteck Ajera

Financial and Accounting Information for Fiscal Year 2024

Rates for the first year under this contract are based on Stone's Vermont hourly rate schedule, assuming a fringe benefit rate of 40.7%. Rates are subject to minor adjustments to account for inflation on an annual basis.

FY2024 Hourly Billing Rate Schedule

Billing Category	Hourly Rate	Overhead (Fringe) Rate (40.7%)	Total Hourly Rate (2024)
Senior Engineer 2	\$107.93	\$74.07	\$182.00
Senior Professional 2	\$95.47	\$65.53	\$161.00
Senior Engineer 1	\$91.32	\$62.68	\$154.00
Senior Professional 1	\$87.76	\$60.24	\$148.00
Project Engineer 3	\$84.21	\$57.79	\$142.00
Project Professional 3	\$81.24	\$55.76	\$137.00
Project Engineer 2	\$78.87	\$54.13	\$133.00
Project Professional 2	\$74.72	\$51.28	\$126.00
Project Engineer 1	\$71.75	\$49.25	\$121.00
Project Professional 1	\$69.38	\$47.62	\$117.00
Staff Engineer 3	\$67.60	\$46.40	\$114.00
Staff Professional 3	\$64.64	\$44.36	\$109.00
Staff Engineer 2	\$62.27	\$42.74	\$105.00
Staff Professional 2	\$59.89	\$41.11	\$101.00
Staff Engineer 1	\$57.52	\$39.48	\$97.00
Staff Professional 1	\$55.15	\$37.85	\$93.00
Environmental Technician	\$48.63	\$33.37	\$82.00
Accountant 2	\$50.41	\$34.60	\$85.00
IT Specialist	\$53.37	\$36.63	\$90.00
Communications Specialist	\$53.37	\$36.63	\$90.00

All subcontracted services, material costs, field supplies, outside services, rental fees, freight and shipping charges, overnight delivery fees, rental vehicles, meals, travel, lodging, and other project-related direct expenses will be invoiced at cost plus 10% unless otherwise required. Use of equipment, materials, and disposable supplies owned by Stone Environmental, Inc. will be invoiced at fixed unit rates (see next page). No additional Profit Rate is proposed.

FY2024 Equipment and Expenses Rate Schedule

Description	Unit	Billing Rate
Vehicle Mileage (Federal Rate)	Mile	\$0.655
B&W Plot	Plot	\$2.00
Color Plot	Plot	\$12.00
Drip Infiltrometer	Daily	\$50.00
Drone	Study	\$300.00
Global Water Flow Probe	Daily	\$25.00
GPS-Trimble R2	Daily	\$250.00
Grundfos Redi-Flo variable speed pump	Daily	\$150.00
Guelph Permeameter	Daily	\$60.00
HACH DR900 (Daily)	Daily	\$40.00
HACH DR900 (Seasonal)	Seasonal	\$250.00
Hobo Weather Station	Daily	\$60.00
Hobo Weather Station/Seasonal	Seasonal	\$200.00
Hobo Weather Station/weekly	Weekly	\$250.00
ISCO 3700 Autosampler	Daily	\$60.00
ISCO 3700 Autosampler/Seasonal	Seasonal	\$600.00
ISCO 6712 Autosamplers (Seasonal)	Seasonal	\$800.00
Krohne IFC 100W Signal Converters (rental)	Rental	\$300.00
Krohne Waterflux 3000 Flowmeter (rental)	Rental	\$500.00
Laser Level Daily Fee	Daily	\$50.00
Level Troll 700 pressure transducer (5-psig)	Daily	\$90.00
Magnetic Locator	Daily	\$25.00
Multi-spectrum Drone/use	Study	\$800.00
Oakton pH/Cond/Temp meter w/ cables, probes & calibration solution (Daily)	Daily	\$25.00
Peristaltic Pump	Daily	\$75.00
pH/ORP Meter	Daily	\$25.00
Pressure Transducer and Data Logger	Daily	\$100.00
Soil Hand Auger	Daily	\$15.00
Survey Equipment - Auto Level	Daily	\$50.00
Temp/Conductivity Meter	Daily	\$30.00
Tipping Bucket Rain Gauge	Daily	\$10.00
Tipping Bucket Rain Gauge/Seasonal	Seasonal	\$50.00
Total Station	Daily	\$75.00
Total Station Data Collector	Daily	\$35.00
Trimble Geo 7X GPS	Daily	\$125.00
Trimble Geo XT GPS	Daily	\$65.00
Water Level Meter/Indicator	Daily	\$30.00
YSI optical dissolved oxygen meter w/ cables, probes & accessories (Daily)	Daily	\$50.00

Attachment A: Cost Proposal - SLR

Hourly Wage Rate	Please see attached.
Overhead Rate	177.03%
Indirect Rate	10% Profit
Hourly Equipment Rate	N/A
Vehicle Mileage Rate	IRS Rate \$0.655/mile
Markup Rate	10%
Type of Accounting System	Delttek Software

Classification	Labor	F.A.R. OH Rate (177.03%)	10% Profit (Fee)	Fully Burdened Billing Rate
Principal Water Resources Engineer/Scientist	\$74.26	\$131.46	\$20.57	\$226
Senior Water Resources Engineer	\$53.04	\$93.89	\$14.69	\$162
Associate Water Resources Engineer	\$40.38	\$71.48	\$11.19	\$123
Project Water Resources Engineer	\$35.00	\$61.96	\$9.70	\$107
Project Civil Engineer	\$43.27	\$76.60	\$11.99	\$132
Administrative	\$31.53	\$55.82	\$8.73	\$96

Attachment A: Cost Proposal - Watershed Consulting

Staff Member	Job Category	Hourly Rate
Andres Torizzo	Principal, Hydrologist	\$185
Kerrie Garvey	GIS Program Manager	\$140
Liviya Kovacevic	GIS Technician	\$120
Chad McGann	GIS Technician	\$120
Anna Sherman	Water Resources Scientist	\$115
Clare Girard	Water Resources Scientist	\$115

FAA Certified Drone Pilot and Mapping Grade Drone		\$225 / hour
Mileage		\$0.665 / mile
Subcontractor Markup		10%



6 February 2024

Michele Braun, Executive Director
Friends of the Winooski River
PO Box 777
Montpelier, VT 05601

RE: Bull Run Tributary Restoration Implementation at Camp Wihakowi – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for **Bull Run Tributary Restoration Implementation at Camp Wihakowi**. The total cost estimate for this work is **\$97,261**.

Under the terms of the Master Agreement, dated 5 June 2023, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are hereby amended as follows:

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Amendment <input checked="" type="checkbox"/> #2023-11.01	
Contract Amount: \$97,261	Start Date: 6 Feb 2024	End Date: 31 Oct 2024
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
If this action is an amendment, the following is amended: Funding Amount <input checked="" type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 31 January 2024 Initials: nc SAM Expiration Date: 21 Dec 2024		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment). Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 29 November 2023 Initials: bv		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 6 September 2023 Initials: bv		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: 6 September 2023 Initials: bv		

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 6 December 2023 Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
 [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 6 September 2023 Initials: bv

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
 (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 6 September 2023 Initials: bv

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2023-CWSP-WID-05

Funding Type: ☐ Federal CFDA/ALN #: _____
 Program Title: _____
☒ State
☐ Municipal
☐ Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt
 Title: Senior Planner
 Work Phone: 802-262-1029
 Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer
 Title: Executive Director
 Work Phone: 802-229-0389
 Email: meyer@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Michele Braun
 Title: Executive Director
 Work Phone: 802.279.3771
 Email: michele@winooskiriver.org

Finance/Billing

Name: Michele Braun
 Title: Executive Director
 Work Phone: 802.279.3771
 Email: michele@winooskiriver.org
 Name: Michele Braun

The portions of Part 1 – Contract Detail not noted above have not been changed and remain as presented in the original Master Agreement.

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: Final Design and Project Implementation of Bull Run Tributary Restoration at Camp Wihakowi – Northfield, VT. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Completion Date</i>	<i>Cost</i>
1	Project initiated; proposal / bid solicitation issued and contractor selected	Copy of proposal solicitation; signed contract; statement of reasoning for contractor selection	29 February 2024	\$1,698
2	Stakeholder meeting	Attendance and minutes of stakeholder meeting	15 July 2024	\$1,000
3	DEC Programmatic Staff Engagement	Support letter(s) from DEC Programmatic Staff	15 July 2024	\$1,250
4	Draft 10-year (minimum) DEC Operation and Maintenance (O&M) Plan and documentation of Support / commitment from O&M responsible party and landowner	Draft 10-year (minimum) DEC Operation and Maintenance (O&M) Plan; documentation of support / commitment from O&M responsible party and landowner	31 July 2024	\$250
5	Draft 10-year (minimum) access license or easement and documentation of project support / commitment from landowner	Draft 10-year (minimum) access license or easement and documentation of project support / commitment from landowner	31 July 2024	\$250
6	Other permit-required assessments or plans completed (if applicable)	Draft permit application materials (including associated assessment reports or plans (if applicable)), wetlands individual permit (if applicable)	30 August 2024	\$3,000
7	Final (100%) design complete	Final design report	30 August 2024	\$9,180
8	Final VDHP Project Review	Signed VDHP Project Review Form	30 August 2024	\$2,000

9	Design-phase closeout	Media announcement; Final Performance Report / ANR Project Closeout Form; Batch Import File / New Project Form	30 August 2024	\$1,500
10	Initiate implementation phase of the project	Photo(s) of site pre-implementation; permit documentation (if applicable)	1 September 2024	\$500
11	10-year (minimum) DEC Operation and Maintenance (O&M) Plan and documentation of support / commitment from O&M responsible party and landowner	Signed 10-year (minimum) DEC Operation and Maintenance (O&M) Plan	1 September 2024	\$250
12	10-year (minimum) access license or easement signed by the landowner	Signed 10-year (minimum) access license or easement	1 September 2024	\$250
13	Proposals / bid solicitation issued, pre-bid site visit(s), contractors selected, contract issued	Copy of bid solicitation; list of contractors participating in pre-bid site visit; signed contract; statement of reasoning for contractor selection	1 September 2024	\$4,460
14	Required permits secured	Permit documentation (if applicable)	1 September 2024	\$1,230
15	Pre-construction kick-off meeting, walk through of site with plans, evaluate any needs / issues / considerations for plan adjustments	List of participants; meeting minutes	15 September 2024	\$1,980
16	Clean Water Project Sign installed during construction if the project is considered publicly visible	Photo of Clean Water Project Sign (if applicable)	15 September 2024	\$250
17	Floodplain / stream restoration project implemented; final construction walkthrough	As-built drawings or red-lined 100% design with a list of change orders describing adjustments made during construction; interim progress report	30 September 2024	\$65,213

18	Other permit-required activities completed or elements installed (if applicable); VDHP Treatment Plan Implementation (if applicable)	Documentation of installation of other permit-required activities (if applicable) and / or VDHP Treatment Plan Implementation	30 September 2024	\$1,000
19	Project Closeout	Return of Clean Water Project Sign to host site (if applicable); Media announcement; Final Performance Report / ANR Project Closeout Form	31 October 2024	\$2,000
Total Cost				\$97,261

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.



6 February 2024

Michele Braun, Executive Director
Friends of the Winooski River
PO Box 777
Montpelier, VT 05601

RE: Coburn Road Floodplain Restoration Final Design – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for **Coburn Road Floodplain Restoration Final Design**. The total cost estimate for this work is **\$27,504**.

Under the terms of the Master Agreement, dated 5 June 2023, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are hereby amended as follows:

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Amendment <input checked="" type="checkbox"/> #2023-11.02	
Contract Amount: \$27,504	Start Date: 6 Feb 2024	End Date: 31 Dec 2024
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
If this action is an amendment, the following is amended: Funding Amount <input checked="" type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 31 Jan 2024 Initials: nc SAM Expiration Date: 21 Dec 2024		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment). Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 29 November 2023 Initials: bv		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 6 September 2023 Initials: bv		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: 6 September 2023 Initials: bv		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the		

originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 6 December 2023 Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 6 September 2023 Initials: bv

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 6 September 2023 Initials: bv

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2023-CWSP-WID-05

Funding Type: ☐ Federal CFDA/ALN #: _____
Program Title: _____
☒ State
☐ Municipal
☐ Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt
Title: Senior Planner
Work Phone: 802-262-1029
Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer
Title: Executive Director
Work Phone: 802-229-0389
Email: meyer@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Michele Braun
Title: Executive Director
Work Phone: 802.279.3771
Email: michele@winooskiriver.org

Finance/Billing

Name: Michele Braun
Title: Executive Director
Work Phone: 802.279.3771
Email: michele@winooskiriver.org
Name: Michele Braun

The portions of Part 1 – Contract Detail not noted above have not been changed and remain as presented in the original Master Agreement.

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: Preliminary Design of Coburn Road Floodplain Restoration. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Completion Date</i>	<i>Cost</i>
1	Project initiated; proposal / bid solicitation issued and contractor selected (if applicable)	Copy of proposal solicitation; contractor selected	29 February 2024	\$1,500
2	Conceptual site plan drafted	Conceptual site plan	30 June 2024	\$2,500
3	Stakeholder meeting	Attendance and minutes of stakeholder meeting	31 July 2024	\$2,004
4	DEC Programmatic Staff Engagement	DEC programmatic staff comments on design	31 August 2024	\$2,000
5	Other permit-required assessments or plans completed (if applicable)	Completed assessments or plans	31 August 2024	\$2,000
6	Preliminary (30%) design complete	Preliminary design report; 30% design documents	1 September 2024	\$13,000
7	Preliminary VDHP Project Review	Signed VDHP Project Review Form	1 October 2024	\$3,000
8	Project closeout	Media announcement; Final Performance Report / ANR Project Closeout Form; Batch Import File / New Project Form	31 December 2024	\$1,500
Total Cost				\$27,504

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.



6 February 2024

Michele Braun, Executive Director
Friends of the Winooski River
PO Box 777
Montpelier, VT 05601

RE: Basin 8 Strategic Wood Additions - Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for **Basin 8 Strategic Wood Additions**. The total cost estimate for this work is **\$19,337**.

Under the terms of the Master Agreement, dated 5 June 2023, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are hereby amended as follows:

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> #2023-11.03	
Contract Amount: \$19,337	Start Date: 6 Feb 2024	End Date: 31 Aug 2024	
Contractor Name: Friends of the Winooski River			
Contractor Physical Address: 46 Barre Street			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: PO Box 777			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input checked="" type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
SECTION 2 – CONTRACTOR INFORMATION			
Contractor Duns/UEI: TMSAEQ3G9KA7			
DUNS/UEI Registered Name (if different than Contractor Name above):			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 31 Jan 2024 Initials: nc SAM Expiration Date: 21 Dec 2024			
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment). Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A			
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 29 November 2023 Initials: bv			
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 6 September 2023 Initials: bv			
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: 6 September 2023 Initials: bv			

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 6 December 2023 Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 6 September 2023 Initials: bv

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 6 September 2023 Initials: bv

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2023-CWSP-WID-05

Funding Type: ☐ Federal CFDA/ALN #: _____
Program Title: _____
☒ State
☐ Municipal
☐ Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt
Title: Senior Planner
Work Phone: 802-262-1029
Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer
Title: Executive Director
Work Phone: 802-229-0389
Email: meyer@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Michele Braun
Title: Executive Director
Work Phone: 802.279.3771
Email: michele@winooskiriver.org

Finance/Billing

Name: Michele Braun
Title: Executive Director
Work Phone: 802.279.3771
Email: michele@winooskiriver.org
Name: Michele Braun

The portions of Part 1 – Contract Detail not noted above have not been changed and remain as presented in the original Master Agreement.

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: Final Design of Strategic Woody Additions in Cabot, East Montpelier, Elmore and Stowe, VT. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Completion Date</i>	<i>Cost</i>
1	Project initiated; proposal / bid solicitation issued and contractor selected (if applicable)	Copy of proposal solicitation; signed contract; statement of reasoning for contractor selection	29 February 2024	\$1,502
2	Documentation of stream incisions and mapped locations for floodplain engagement	Confirmed field incision ratio values and acres of floodplain reconnected; mapped locations of floodplain engagement	30 April 2024	\$1,500
3	Stakeholder meeting	Attendance and minutes of stakeholder meeting	30 April 2024	\$1,000
4	Draft 10-year (minimum) DEC Operation and Maintenance (O&M) Plan and documentation of Support / commitment from O&M responsible party and landowner	Draft 10-year (minimum) DEC Operation and Maintenance (O&M) Plan; documentation of support / commitment from O&M responsible party and landowner	30 April 2024	\$250
5	Draft 10-year (minimum) access license or easement and documentation of project support / commitment from landowner	Draft 10-year (minimum) access license or easement and documentation of project support / commitment from landowner	30 April 2024	\$250
6	Other permit-required assessments or plans completed (if applicable)	Draft permit application materials (including associated assessment reports or plans (if applicable)), wetlands individual permit (if applicable)	30 April 2024	\$2,000

7	DEC Programmatic Staff Engagement	DEC programmatic staff comments on design	31 May 2024	\$1,000
8	Final (100%) design complete	Final design report	15 June 2024	\$8,335
9	Final VDHP Project Review	Signed VDHP Project Review Form	30 April 2024	\$2,000
10	Project Closeout	Media announcement; Final Performance Report or ANR Online Clean Water Project – Project Closeout Form (once available); Batch Import File or ANR Online Clean Water Project – New Project Form (once available)	31 August 2024	\$1,500
Total Cost				\$19,337

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.