

## **Contract Index for Executive Committee Meeting – 08/05/24**

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Huntington River Select Reaches – Project Development  
(CVRPC Agreement #2023-09.01)**

# TOWN OF BERLIN

## Local Hazard Mitigation Plan

Part 1 – Contract Detail		
<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/>	# _____
Contract Amount: \$9,434.00	Contract Start Date: 7/30/2024	Contract End Date:
Contractor Name: Central Vermont Regional Planning Commission		
Contractor Physical Address: 29 Main Street, Suite 4		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: as above		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" 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)		
<b>SECTION 2 – CONTRACTOR INFORMATION</b>		
Contractor UEI: L97JQHE86VX3		
DUNS Registered Name (if different than Contractor Name above):		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/content/home">https://sam.gov/content/home</a> . Print Screen Must be Placed in Contract File)		
Date: 4/15/2024	Initials: NLC	SAM Expiration Date: 1/16/2025
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)		
Date: 4/15/2024	Initials:KAC	Debarment Expiration Date: N/A
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 4/15/2024	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.) 03-0225677		
Date: 4/15/2024	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: 4/15/2024	Initials: NLC	
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 4/15/2024	Initials: NLC	

# TOWN OF BERLIN

## Local Hazard Mitigation Plan

Contract Total Value exceeds, or cumulatively may exceed, \$250,000?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)	
Date:4/15/24	Initials:KAC
<b>SECTION 3 – FUNDING SOURCE</b>	
Funding Type: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	CFDA #: 97.039                      Program Title:BRIC Grant #: Source: Municipal
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>TOWN OF Berlin</b> <u>Project Contact/</u> Coordinator Name: Title: Work Phone: Email:  <u>Finance/Billing</u> Name: Title: Work Phone: Email:	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name:Keith Cubbon Title:Planner Work Phone:802-262-1022 Cell Phone (if applicable): Email:cubbon@cvregion.com  <u>Finance/Billing</u> Name:Christian Meyer Title:Executive Director Work Phone:802-229-0389 Cell Phone (if applicable): Email:meyer@cvregion.com

### Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the Town of Berlin, (hereafter called “Town”), and Central Vermont Regional Planning Commission, (hereafter called “Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor’s performance shall begin on 8/1/2024 and end on 6/1/2025. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Prior Approvals.** Approval by the Selectboard is required for all contracts.
4. **Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless

## TOWN OF BERLIN

### Local Hazard Mitigation Plan

reduced to writing, numbered and signed by the duly authorized representative of the Town and Contractor.

5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$9434.00. Town agrees to provide cash and/or in-kind match of at least \$\_1800.00\_\_\_. In the event that the Town is unable to carry out its responsibilities, the Town agrees to reimburse Contractor for services to complete tasks that would have been performed by the Town as part of the in-kind grant match. Contractor services will be billed at actual cost, which may be a higher rate than municipal or volunteer in-kind services.

Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following Town acceptance of the applicable deliverable or deliverable milestone.

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	\$1504
2	Draft hazard evaluation Present hazard evaluation at public meeting	\$1889
3	Draft vulnerability assessment	\$2872
4	Draft mitigation strategies Present mitigation strategies at public meeting	\$1525
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	\$1236
6	Submit Plan to VEM/FEMA for Approval Pending Adoption Plan adoption by Town Transmittal of adopted plan to FEMA for approval	\$408
	<i>TOTAL</i>	<i>\$9434</i>

6. **Scope of Work.** The subject matter of this contract is Local Hazard Mitigation Plan update. Detailed services to be provided by the contractor are designated in the proposal. A brief overview of services is as follows:

## TOWN OF BERLIN Local Hazard Mitigation Plan

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	8/31/24
2	Draft hazard evaluation Present hazard evaluation at public meeting	10/31/24
3	Draft vulnerability assessment	12/31/24
4	Draft mitigation strategies Present mitigation strategies at public meeting	12/31/24
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	2/28/25
6a	Submit Plan to VEM/FEMA for Approval Pending Adoption	3/31/25
6b	Plan adoption by Town Transmittal of adopted plan to VEM/FEMA for approval	5/30/25

\*Timing of deliverable depends on when VEM returns comments. Customarily, this is within the 30-day public comment period. Deliverable schedule provides ~two weeks for addressing comments and securing Selectboard approval for final submission.

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

**For the Town:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**For the Contractor:**

Signature: \_\_\_\_\_  
 Name: Christian Meyer  
 Title: Executive Director  
 Date: \_\_\_\_\_

# TOWN OF BERLIN

## Local Hazard Mitigation Plan

### Contract Provisions

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the Town or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the Town or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Town.

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

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Contractor shall carry general liability insurance. The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire/Legal/Liability

*Automotive Liability:* The Contractor shall carry automotive liability insurance. Limits of coverage shall not be less than: \$500,000 combined single limit. If performance of this Agreement involves construction or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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## Local Hazard Mitigation Plan

Additional Insured. Contractor shall name the Town and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

**4. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

**5. Taxes Due to the State:**

- a) Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b) Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

7. **Whistleblower Protections:** The Contractor 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 Contractor 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 Contractor or its agents prior to reporting to any governmental entity and/or the public.

8. **Location of State Data:** No State data received, obtained, or generated by the Contractor in connection with performance under this Agreement shall be processed, transmitted, stored, or

## TOWN OF BERLIN

### Local Hazard Mitigation Plan

transferred by any means outside the continental United States, except with the express written permission of the State.

**9. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement.

**10. Taxes Due to the State:**

- A. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has not further legal recourse to contest the amounts due.

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

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

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



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### Local Hazard Mitigation Plan

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

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

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

**14. State Facilities:** If the State makes space available to the Contractor in any State facility during the term of this Agreement for purposes of the Contractor's performance under this Agreement, the Contractor 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 Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**15. Requirements Pertaining Only to State-Funded Grants:**

- A. **Certification Regarding Use of State Funds:** If Contractor is an employer and this Agreement is a State-funded grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Contractor 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

**(End of Contract Provisions)**

**CROSS VERMONT TRAILS ASSOCIATION  
 ADMINISTRATIVE SERVICES AGREEMENT  
 with  
 Central Vermont Regional Planning Commission  
 AMENDMENT #3a**

This is AMENDMENT #2 for an agreement for services between the Cross Vermont Trails Association (CVTA) and Central Vermont Regional Planning Commission (hereinafter called "CVRPC"). The subject matter of this Agreement is to provide administrative services.

**V. TERM AND TERMINATION**

- A. This Agreement shall begin on January 1, 2018 and terminate on September 30, 2021.

*Is amended to read:*

**V. TERM AND TERMINATION**

- A. This Agreement shall begin on January 1, 2018 and terminate on June 30, 2025.

All other terms and conditions of this Agreement not hereby amended shall remain unchanged and in full force and effect.

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

**CROSS VERMONT TRAILS ASSOCIATION**

**CENTRAL VERMONT  
 REGIONAL PLANNING COMMISSION**

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

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

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

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

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

**Title:** Executive Director

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

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

**CROSS VERMONT TRAILS ASSOCIATION  
ADMINISTRATIVE SERVICES AGREEMENT  
with  
Central Vermont Regional Planning Commission  
AMENDMENT #3b**

This is AMENDMENT #2 for an agreement for services between the Cross Vermont Trails Association (CVTA) and Central Vermont Regional Planning Commission (hereinafter called "CVRPC"). The subject matter of this Agreement is to provide administrative services.

**V. TERM AND TERMINATION**

- B. This Agreement shall begin on January 1, 2018 and terminate on September 30, 2021.
- C. Either party may cancel the Agreement prior to September 30, 2020 by giving written notice at least 30 days in advance. CVTA agrees to compensate CVRPC for those costs incurred from agreement execution to the date of termination.
- D. Upon nearing the end of the final term or termination of this Agreement, without respect to cause, CVRPC shall take all reasonable and prudent measures to facilitate any transition required by CVTA. All CVTA property, tangible and intangible, shall be returned to the CVTA upon demand at no additional cost to the CVTA.
- E. This Agreement may be renewed or amended for additional terms by mutual consent of both parties.

*Is amended to read:*

**V. TERM AND TERMINATION**

- A. This Agreement shall begin on January 1, 2018 and renew annually on June 30.
- B. Either party may cancel the Agreement by giving written notice at least 30 days in advance. CVTA agrees to compensate CVRPC for those costs incurred from agreement execution to the date of termination.
- C. Upon nearing the end of the final term or termination of this Agreement, without respect to cause, CVRPC shall take all reasonable and prudent measures to facilitate any transition required by CVTA. All CVTA property, tangible and intangible, shall be returned to the CVTA upon demand at no additional cost to the CVTA.
- D. This Agreement will renew annually on July 1 unless either party in cancels the agreement.
- E. This Agreement may be amended by mutual consent of both parties.

All other terms and conditions of this Agreement not hereby amended shall remain unchanged and in full force and effect.

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

**CROSS VERMONT TRAILS ASSOCIATION**

**CENTRAL VERMONT  
REGIONAL PLANNING COMMISSION**

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

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

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

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

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

**Title:** Executive Director

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

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

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Standard Contract**  
**Phase II Environmental Site Assessment**  
**300-302 Granger Road, Berlin VT 05602**

**Part 1 – Contract Detail**

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____	
Contract Amount: \$30,550	Start Date: 07/31/24	End Date: 10/15/24
Contractor Name: Weston & Sampson		
Contractor Physical Address: 98 South Main Street, Suite 2		
City: Waterbury	State: VT	Zip Code: 05676
Contractor Mailing Address: same		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" 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 – CONTRACTOR INFORMATION (to be completed by CVRPC)		
Contractor UEI: UERUKNFQN3D5		
UEI Registered Name (if different than Contractor Name above): Weston & Sampson Engineers, Inc.		
SAM checked for UEI Suspension and Debarment Exclusions <a href="https://sam.gov/SAM/">(https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File)		
Date: 7/22/2024	Initials: NLC	SAM Expiration Date: 6/21/2025
State of Vermont checked for Debarment Exclusions <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)		
Date: 7/22/2024	Initials: NLC	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 7/25/2024	Initials: NLC	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file)		
Date: 7/22/2024	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: 7/22/2024	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: 7/25/24	Initials: EIT	

Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [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: 7/25/24                      Initials: EIT	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 7/24/24                      Initials: EIT	
<b>SECTION 3 – FUNDING SOURCE</b>	
Awarding Entity: Mount Ascutney Regional Commission	
Contract #: CVRPC-2023VTBFLDS	
Funding Type: <input type="checkbox"/> Federal      CFDA/ALN #: _____ <input checked="" type="checkbox"/> State                      Program Title:                      Agreement #: _____ <input type="checkbox"/> Municipal                      MARC Grant Agreement #: 07120-BRF-FY23SP-04 <input type="checkbox"/> Other                      Source: (ex. private, non-profit, etc.)	
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <u>Project Contact/Coordinator</u> Name: Eli Toohey Title: Planner Work Phone: 802.229.0389 Email: toohey@cvregion.com  <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name: Lee Rosberg Title: Team Leader Work Phone: (802) 613-4106 Cell Phone: (802) 309-1629 Email: Rosberg.Lee@wseinc.com  <u>Finance/Billing</u> Name: Mary Luz Title: Billing/Revenue Manager Work Phone: (978) 573-4030 Email: luzm@wseinc.com

## Part 2 – Contract Agreement

### STANDARD CONTRACT FOR SERVICES

**1. Parties.** This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called “CVRPC”) and Weston & Sampson with its principal place of business at 98 South Main Street, Suite 2 Waterbury VT 05676 (hereafter called “Contractor”). Contractor’s form of business organization is Domestic Profit Corporation. It is the contractor’s responsibility to contact the

Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

**2. Subject Matter.** The subject matter of this contract is services generally on the subject of Phase II Environmental Site Assessment (ESA). Detailed services to be provided by the contractor are described in Attachment A.

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$50,000.

**4. Contract Term.** The period of contractor's performance shall begin on July 31, 2024, and end on September 30, 2024.

**5. Prior Approvals.** Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee  is /  is not required.

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

**7. Cancellation.** This contract may be canceled by either party by giving written notice at least 30 days in advance.

**8. Attachments.** This contract consists of 15 pages including the following attachments which are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions and Monitoring & Reporting Requirements
- Attachment C - Standard Agreement Provisions (effective date 12/15/17)
- Attachment D - Provisions for Federally Funded Agreements (not applicable)
- Attachment E - Other Provisions (not applicable)
- Attachment F – Program Forms (not applicable)

**9. Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment E (not applicable)
- 3) Attachment D (not applicable)

- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

**For the CVRPC:**

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

Name: Christian Meyer

Title: Executive Director

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

**For the Contractor:**

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

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

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

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



## ATTACHMENT A

### Scope of Work to be Performed

**Objective:**

Undertake a Phase II Environmental Site Assessment to evaluate whether recognized environmental conditions (RECs) identified during a March 2024 Phase I ESA, have resulted in a release of petroleum and/or hazardous materials. The Phase II ESA is also being completed to satisfy grant requirements and the Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process (ASTM Standard Practice E1903-19). Under a previous scope, we have developed and submitted for regulatory review a Site-Specific Quality Assurance Project Plan (SSQAPP) based off Weston & Sampson’s generic Quality Assurance Project Plan (QAPP) on file with the EPA.

**Activity(s) to be Performed:**

	Activity	Performance Measures	Deliverable Date
1	Kick-Off Meeting	Meeting attended	7/31/24
2	Draft Phase II Environmental Site Assessment	Draft Report submitted	9/6/24
3	Circulate Draft Phase II Environmental Site Assessment for review and comment	CVRPC, CVSWMD, DEC comments are addressed	9/13/24
4	Finalize Phase II ESA Report	Final Report submitted	9/20/24

**Attribution:**

Attribution shall be made to the State in all publications, i.e., newsletters, press releases, event promotions, webpages, programs, etc. Attribution shall read: *This (activity to be filled in specific to the publication) of Central Vermont Regional Planning Commission is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development, Department of Economic Development.*

## ATTACHMENT B

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### Payment Provisions and Monitoring & Reporting Requirements

#### **PAYMENT PROVISIONS**

The Party 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 Party 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 Party 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 grant.

*Payment.* Work performed will be paid as follows: Actual costs up to the Agreement maximum as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall be submitted monthly.

The CVRPC shall pay, or cause to be paid, to the Party progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. The Party will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

Sub-contractor rates shall be consistent with those provided in Party's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Party services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

*Invoicing.* The Party shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Party is working under more than one Agreement with CVRPC, Party shall

invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to:     CVRPC Executive Director  
  29 Main Street, Suite 4  
  Montpelier, VT 05602

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, 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.

## **MONITORING REQUIREMENTS**

Monitoring is **REQUIRED** under this Agreement. Monitoring will include:

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.
- Site visits as warranted by program needs.

## **REPORTING REQUIREMENTS**

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

*Regular Progress Reporting.* Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Party's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Party is invoicing for reimbursement.

*Significant Development Report.* The Party must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Party's ability to meet the objectives of the award.

*Other Reports.* CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Party's assistance to complete this reporting, Party shall provide the necessary information requested by CVRPC.

CVRPC must submit quarterly reports to the Mount Ascutney Regional Commission. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Party, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

## ATTACHMENT C

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### Standard Agreement Provisions

REVISED DECEMBER 15, 2017

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the CVRPC is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the CVRPC, 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 CVRPC with regard to its performance under this Agreement. Party agrees that the CVRPC 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 CVRPC or 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 CVRPC or State employees, nor will the CVRPC or 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 CVRPC 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 CVRPC or the State.
- 7. Defense and Indemnity:** The Party shall defend the CVRPC or 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 CVRPC and 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 CVRPC and the State retains the right to participate at its own expense in the defense of any claim. The CVRPC and the State shall have the right to approve all proposed settlements of such claims or suits. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be

entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the CVRPC and the State and its officers and employees if the CVRPC or the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the CVRPC and the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the CVRPC and State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

**16. Taxes Due to the State:**

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

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

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

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the CVRPC. Party shall be responsible and liable to the CVRPC and 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 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, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the CVRPC and subcontracts for work performed in the State of Vermont:

- Section 10 ("False Claims Act");
- Section 11 ("Whistleblower Protections");
- Section 12 ("Location of State Data");
- Section 14 ("Fair Employment Practices and Americans with Disabilities Act");
- Section 16 ("Taxes Due the State");
- Section 18 ("Child Support");
- Section 20 ("No Gifts or Gratuities");



Section 22 (“Certification Regarding Debarment”);  
Section 30 (“CVRPC and 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 CVRPC and the State during the term of this Agreement.

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

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

**26. Marketing:** Party shall not refer to the CVRPC or 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 CVRPC.

**27. Termination:**

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

**28. Continuity of Performance:** In the event of a dispute between the Party and the CVRPC, 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. CVRPC and State Facilities:** If the CVRPC State makes space available to the Party in any CVRPC or 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 CVRPC and State facilities which shall be made available upon request. CVRPC and State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

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

- A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.



6 August 2024

Dan Albrecht, Senior Planner  
Chittenden County Regional Planning Commission  
110 West Canal Street, Suite 202  
Winooski, VT 05404

RE: Clean Water Service Provider Master Agreement, Addendum 1 – Scope of Work and Cost Estimate for Project Development Along Select Reaches of the Huntington River

Dear Dan:

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski River Basin Water Quality Council accepts your proposal for the **Huntington River Select Reaches – Project Development** project dated 13 June 2024. The total cost estimate for this work is **\$20,058.00**.

Under the terms of our Master Agreement, dated 5 June 2023, this acceptance letter, your proposal and the Master Agreement comprise the contract for this project.

We look forward to working with you to improve water quality in the Winooski River Basin.

Sincerely,

Christian Meyer  
Executive Director

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

**Part 1: Contract Detail**

<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #1	Amendment <input type="checkbox"/> #
Contract Amount: \$20,058.00	Contract Start Date: 07/31/2024	Contract End Date: 12/31/2024
Contractor Name: Chittenden County Regional Planning Commission (CCRPC)		
Contractor Physical Address: 110 West Canal Street, Suite 202		
City: Winooski	State: VT	Zip Code: 05404
Contractor Mailing Address: 110 West Canal Street, Suite 202		
City: Winooski	State: VT	Zip Code: 05404
Contract Type: Performance Based		
<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)		
<b>SECTION 2 – CONTRACTOR INFORMATION</b>		
Contractor Duns/UEI: CE61JKAM3C68		
DUNS/UEI Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions		
Date: 31 July 2024      Initials: bv      SAM Expiration Date: 23 April 2025		
State of Vermont checked for Debarment Exclusions		
Date: 6 September 2023      Initials: bv      Debarment Expiration Date: N/A		
Risk Assessment completed		
Date: 31 July 2024      Initials: bv		
Single Audit check in Federal Audit Clearinghouse		
Date: 6 September 2023      Initials: bv		
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 6 September 2023      Initials: bv		
<b>Certificate of Insurance</b>		
Date:      Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 6 September 2023      Initials: bv		
Contract Total Value exceeds \$250,000?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 6 September 2023      Initials: bv		

<b>SECTION 3 – FUNDING SOURCE</b>	
Awarding Entity: Vermont Department of Environmental Conservation	
Contract #: 06140-2023-CWSP-WID-05	
Funding Type:	<input type="checkbox"/> Federal CFDA/ALN #: Program Title: <input checked="" type="checkbox"/> State <input type="checkbox"/> Municipal <input type="checkbox"/> Other Source: (ex. private, non-profit, etc.)
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <u>Project Contact/Coordinator</u> Name: Brian Voigt Title: Senior Planner Work Phone: 802.262.1029 Email: voigt@cvregion.com  <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802.229.0389 Email: meyer@cvregion.com	<b>SUBGRANTEE</b> <u>Project Contact/Manager</u> Name: Dan Albrecht Title: Senior Planner Work Phone: 802.861.0133 Email: dalbrecht@ccrpcvt.org  <u>Finance/Billing</u> Name: Forest Cohen Title: Senior Business Manager Work Phone: 802.846.4490 Email: fcohen@ccrpcvt.org

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

The following portions of Part 2 – Contract Agreement are hereby amended as follows:

**Part 2: Contract Agreement**

**Article 6 – Compensation**

6.1.a: Final Design of John Fowler Road Berm Removal – Marshfield, 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 SUBGRANT shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

<b>Milestone</b>		<b>Deliverable(s)</b>	<b>Completion Date</b>	<b>Cost</b>
1	Kick-off meeting held	Copy of kick-off meeting notes	26 August 2024	\$1,000.00
2	Initial scoping completed	Preliminary phosphorus-reduction estimates	23 September 2024	\$3,000.00
3	Site visits conducted	a) Site visit photos; b) Site visit notes & landowner communications; c) Phosphorus-reduction estimates; and d) Estimated design life	27 October 2024	\$6,058.00
4	Permit needs and project eligibility assessed	a) Documentation of required permits; b) Indication of potential challenges / conflicts for obtaining permit; c) Historic and archeological considerations; and d) Evidence that priority projects meet DEC CWIP Guidelines for Formula grant funding	11 November 2024	\$4,000.00
5	Project Development completed	For 3 – 5 highest priority projects: a) Basic project concept drawings; b) Preliminary cost estimates; c) Potential co-benefits; and d) Recommended next steps for specific development (see detailed list of Task 5 deliverables below).	25 November 2024	\$3,000.00

<b>Milestone</b>		<b>Deliverable(s)</b>	<b>Completion Date</b>	<b>Cost</b>
6	Final Report submitted	a) Narrative summary of all tasks completed b) List of scoping efforts c) List of development efforts: <ul style="list-style-type: none"> <li>i. Site photos;</li> <li>ii. Barriers to implementation;</li> <li>iii. O &amp; M considerations;</li> <li>iv. Water quality benefits;</li> <li>v. Batch import file / New Project Form for projects absent from WPD</li> </ul>	15 December 2024	\$3,000.00
			<b>Total Cost</b>	<b>\$20,058</b>

6.3.a: SUBGRANTEE will use the reporting template provided by the Winooski River Basin Clean Water Service Provider to submit monthly progress reports. Monthly reports are due by the 15<sup>th</sup> day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBGRANTEE shall submit a monthly progress report stating, 'no progress was made during this reporting period.'

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