



## Central Vermont Regional Planning Commission

### September 2, 2025 – Contract Index

#### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

**\*\*Please note that each contract name is a URL link to the contract**

N/A

#### CONTRACTS ISSUED

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

[Lamoille County Conservation District – Project Development in the Upper Little River Watershed \(2023-12.01.01\)](#)

#### FOR INFORMATION ONLY

(Contracts, agreements, and amendments valued at \$25,000 or less or that extend performance period.

#### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

[AMENDMENT - Vermont Agency of Transportation \(VTrans\) – Transportation Planning Initiative \(TPI\) – Amendment #2](#)

#### GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

[87 State Street Assessment - BBG Real Estate Services](#)

[Project Development on Vermont Land Trust-Conserved Land in the Winooski River Basin \(CVRPC Agreement #2023-13.04\)](#)



3 September 2025

Peter Danforth, Director  
Lamoille County Conservation District  
109 Professional Dr., Suite # 2  
Morrisville, VT 05661

RE: Clean Water Service Provider Master Agreement, Addendum 1 – Scope of Work and Cost Estimate for Project Development in the Upper Little River Watershed

Dear Peter:

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 **Project Development in the Upper Little River Watershed** project dated 16 September 2024. The total cost estimate for this work is **\$30,000.00**.

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: \$30,000.00	Contract Start Date: 12/3/2024	Contract End Date: 12/2/2027
Contractor Name: Lamoille County Conservation District (LCCD)		
Contractor Physical Address: 109 Professional Dr., Suite # 2		
City: Morrisville	State: VT	Zip Code: 05661
Contractor Mailing Address: 109 Professional Dr., Suite # 2		
City: Morrisville	State: VT	Zip Code: 05661
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: FVDWFWGDC283		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions		
Date: 28 August 2025	Initials: bv	SAM Expiration Date: 15 January 2026
State of Vermont checked for Debarment Exclusions		
Date: 28 August 2025	Initials: bv	Debarment Expiration Date: N/A
Risk Assessment completed		
Date: 31 July 2024	Initials: bv	
Single Audit check in Federal Audit Clearinghouse		
Date: 12 December 2024	Initials: bv	
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 6 September 2023	Initials: bv	
Certificate of Insurance		
Date: 28 August 2025	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: Peter Danforth Title: Director Work Phone: 631.495.9093 Email: lccddirector@gmail.com  <u>Finance/Billing</u> Name: Peter Danforth Title: Director Work Phone: 631.495.9093 Email: lccddirector@gmail.com

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: Project Development Along Select Reaches of the Huntington River. 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>\$30,000</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.



## MEMO

Date: September 2, 2025  
 To: Executive Committee  
 From: Reuben MacMartin, Senior Planner  
 Re: Amendments to the FFY2025 CVRPC TPI Work Program

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CVRPC will adjust its Federal Fiscal Year 2025 (FFY25) Transportation Planning Initiative (TPI) Work Program budget tables. While the work program activities will remain unchanged, CVRPC is revising its proposed budget to better align task allocations with staffing trends, work completed to date and the procurement of equipment and materials to support demonstration projects and to conduct studies using commission staff. Overall, the amount proposed to shift between tasks is \$11,913.62. Changes are summarized below:

- **Task 1:** Increased for counting equipment purchases.
- **Task 2:** No change.
- **Task 3:** No change.
- **Task 4:** Decrease due to reduced summer planning tech hours.
- **Task 5:** Decrease due to lower staff effort spent on project prioritization (VPSP2).
- **Task 6:** Decrease due to reduced demand.
- **Task 7:** No change.

The following is a summary of the budget adjustments by task:

	Task Description	Approved	Proposed	% Change
Task 1	Administration	\$ 44,482.26	\$ 56,395.88	27%
Task 2	Public Participation & Coordination	\$ 29,232.51	\$ 29,232.51	0%
Task 3	Planning	\$ 100,371.43	\$ 100,371.43	0%
Task 4	Data Collection & Management	\$ 59,830.81	\$ 55,939.50	-7%
Task 5	Project Development	\$ 10,851.28	\$ 5,598.17	-48%
Task 6	Municipal Roads General Permit Support	\$ 8,404.71	\$ 5,635.51	-33%
	<b>Subtotal</b>	<b>\$ 253,173.00</b>	<b>\$ 253,173.00</b>	
Task 7	Strategic Initiative	\$ 28,919.33	\$ 28,919.33	0%
	<b>Total</b>	<b>\$ 282,092.33</b>	<b>\$ 282,092.33</b>	

29 Main Street Suite 4 Montpelier Vermont 05602  
 802-229-0389 E Mail: CVRPC@CVRegion.com

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Standard Contract

### 87 State Street Appraisal Services

#### Part 1 – Contract Detail

##### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$6,500.00	Contract Start Date: 8/22/2025	Contract End Date: 9/22/2025	
Contractor Name: BBG Real Estate Services			
Contractor Physical Address: 42 Watson Street, Suite C			
City: Detroit	State: MI	Zip Code: 48201	
Contractor Mailing Address: 42 Watson Street, Suite C			
City: Detroit	State: MI	Zip Code: 48201	
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 Duns/UEI: PCNPWMVNRBN7		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> 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: 8/18/2025	Initials: NC	SAM Expiration Date: 10/10/2025
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. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 8/1/2025	Initials: LF	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: 8/8/2025	Initials: LF	
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: 8/18/2025	Initials: LF	
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: 8/8/2025	Initials: LF	
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: 8/20/2025	Initials: LF	



<p><b>Will the Contractor Charge CVRPC for Taxable Purchases?</b>    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/></p> <p><small>[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.]</small></p> <p style="text-align: center;">Date: 8/8/2025                      Initials: <b>LF</b></p>	
<p><b>Contract Total Value exceeds \$250,000?</b>    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/></p> <p><small>(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)</small></p> <p style="text-align: center;">Date: 8/1/2025                      Initials: <b>LF</b></p>	
<p><b>SECTION 3 – FUNDING SOURCE</b></p>	
<p><b>Awarding Entity:</b>    Department of Housing Community Development</p>	
<p><b>Contract #:</b>            07110-26-CVRPC-GSA Property</p>	
<p><b>Funding Type:</b>        <input type="checkbox"/> Federal            CFDA/ALN #:</p> <p style="text-align: center;">Program Title:</p> <p style="padding-left: 100px;"><input checked="" type="checkbox"/> State</p> <p style="padding-left: 100px;"><input type="checkbox"/> Municipal</p> <p style="padding-left: 100px;"><input type="checkbox"/> Other            Source: (ex. private, non-profit, etc.)</p>	
<p><b>SECTION 4 – CONTACT INFORMATION</b></p>	
<p><b>CVRPC</b></p> <p><u>Project Contact/Coordinator</u></p> <p>Name: Lincoln Frasca Title: Planner Work Phone: 802-229-4164 Email: Frasca@cvregion.com</p> <p><u>Finance/Billing</u></p> <p>Name: Dee Gish Title: Finance Manager Work Phone: 802-223-1977 Email: Gish@cvregion.com</p>	<p><b>CONTRACTOR</b></p> <p><u>Project Contact/Manager</u></p> <p>Name: Marc George Nassif Title: Senior Managing Director Work Phone: 734-462-0700 Cell Phone (if applicable): 248-496-6787 Email: <a href="mailto:mnassif@bbgres.com">mnassif@bbgres.com</a></p> <p><u>Finance/Billing</u></p> <p>Name: Natalie Schwinghammer Title: Collections Specialist Work Phone: <b>480-225-2703</b> Cell Phone (if applicable): Email: <a href="mailto:accountsreceivable@bbgres.com">accountsreceivable@bbgres.com</a> Address if different than Section 1): 8343 Douglas Avenue Suite 700 City/State/ZIP: Dallas, TX 75225</p>

## 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 BBG Real Estate Services with its principal place of business at

42 Watson Street, Suite C, Detroit, MI 48201 (hereafter called "Contractor"). Contractor's form of business organization is 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 87 State Street Appraisal Services. 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 \$ 6,500.00.

**4. Contract Term.** The period of contractor's performance shall begin on August 22, 2025, and end on September 22, 2025.

**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 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 16 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

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

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

**For the CVRPC:**

Signature: Christian Meyer  
Name: Christian Meyer  
Title: Executive Director  
Date: 8/21/2025

**For the Contractor:**

Signature: Marc G. Nassif  
Name: Marc G. Nassif  
Title: Senior Managing Director  
Date: 8/20/2025

## ATTACHMENT A

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### Scope of Work to be Performed

#### SCOPE OF WORK:

87 State Street in Montpelier Vermont should be appraised in its "As-Is" condition. The building and site improvements need to be evaluated based on the site's potential highest and best use. If it is determined that demolition is necessary to achieve the highest and best use, market-oriented and well-supported estimate of the demolition costs will be provided. If demolition is not required, the analysis should proceed accordingly. This determination should be made by the appraiser, considering the prevailing market conditions for the subject property, and may require the appraiser to opine on the value of the underlying land. See Special Requirements No. 5 under the Scope of Work for additional information.

The scope of work shall be appropriate to the intended use of the appraisal, needs of the user, and complexity of the property. It shall at a minimum meet the following special requirements:

#### SPECIAL REQUIREMENTS

- 1) The contract appraiser will coordinate the property inspection with the GSA (contact information below) to provide a GSA representative, with the opportunity to accompany the appraiser on the inspection.  
Anthony Barbati  
Real Property Disposition  
Public Buildings Service  
US General Services Agency  
(617)459-6776  
Anthony.barbati@gsa.gov
- 2) The report shall, in form and substance, conform to the requirements for an Appraisal Report as set forth by the current version of USPAP; shall be in a comprehensive narrative format with adequate supporting detail and description, and be complete to the extent that the appraiser collects, verifies, and analyzes all information necessary for credible assignment results. All data, analyses, and relevant physical and economic information must be included in the appraisal report.
- 3) The appraiser is responsible for determination of the applicable and necessary approaches. However, the omission of any of the three traditional approaches to value (Sales Comparison, Income Capitalization, and Cost Approach) must be supported by a discussion

of why the approach is not applicable to the appraisal problem. The methodology and procedures followed must contain sufficient detail to allow the intended users to understand how the appraiser reached the value conclusion. A reconciliation of the value indications leading to the final value conclusion must be included.

- 4) The highest and best use determination must be an economic use.
- 5) If the highest and best use conclusion is redevelopment of the site and a demolition estimate is necessary for the valuation, the demolition cost estimate must be market based and supported by at least two of the following: contractor estimate, cost comparables, cost estimating publication such as Marshall Valuation Service, or other reliable sources. If the appraiser determines the highest and best use is redevelopment of the site, MCRR will make available a contractor estimate for the demolition cost.
- 6) The highest and best use conclusions must be explained and supported by market data. Boiler plate statements are inappropriate.
- 7) The sales comparison approach shall include confirmation of each transaction with buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale, date of confirmation, and name and phone number of person that confirmed the transaction. If verification cannot be made, the appraiser shall describe the steps taken in the attempt to confirm the details of the sale.

#### DELIVERABLES

##### Communication of Highest and Best Use

At an appropriate time in the analysis the contractor shall provide a draft, preliminary Highest and Best Use analysis and coordinate with the Client on obtaining demolition cost estimates if appropriate.

##### Draft Report

The draft appraisal report is to be delivered in either .pdf or Microsoft Word format via email to Lincoln Frasca 21 calendar days from the Notice to Proceed.

##### Revisions/Corrections

Necessary corrections or substantiation shall be provided within 10 days, from the date of request, therefore.

##### Final Report

Within five (5) working days after approval by the review appraiser the final report in .pdf format shall be delivered to Lincoln Frasca.

Report Format

The report shall, in form and substance, conform to the requirements for an appraisal report as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP); shall present adequate factual data to support each rate, percentage, or amount used in sufficient detail to permit a comprehensive review of the appraisal report.

## ATTACHMENT B

### 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:

#### FIXED PRICE (DELIVERABLES):

Party shall submit a fixed lump-sum invoice to the CVRPC not to exceed **\$6,500.00** (six thousand five hundred dollars) following the satisfactory completion of the following deliverables:

<u>Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
Preliminary Highest and Best Use analysis findings, and demolition cost estimates (if appropriate)	September 8, 2025	\$6,500.00
Draft Appraisal Report	September 12, 2025	
Final Report	September 22, 2025	
Necessary revisions corrections or substantiation	Within 10 days from date of request	

The CVRPC shall pay, or cause to be paid, to the Party progress payments as defined above. The request 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 the invoice under this Agreement.

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. 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 a single invoice to CVRPC as noted above. Charges will follow successful completion of all tasks as designated by CVRPC in proposal or bid documents.. 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: Lincoln Frasca, [frasca@cvregion.com](mailto:frasca@cvregion.com)  
CC: Dee Gish, [gish@cvregion.com](mailto:gish@cvregion.com)

The CVRPC will seek to make payments within thirty (30) 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:

Contractor:

- 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.



## 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 the single 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.

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

### Standard Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the Central Vermont Regional Planning Commission (hereafter "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 of Vermont 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 CVRPC 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 regarding 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 CVRPC reserves all immunities, defenses, rights, or actions arising out of the CVRPC's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the CVRPC's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the CVRPC's entry into this Agreement.
- 5) **No Employee Benefits For Party:** The Party understands that the CVRPC 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 employees, nor will the CVRPC 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 CVRPC.
- 7) **Defense and Indemnity:**
  - a) The Party shall defend the CVRPC 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 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 retains the right to participate at its own expense in the defense of any claim. The CVRPC 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 CVRPC and its officers and employees if the CVRPC, 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 CVRPC 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/RiskClaims-COI>.
- 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:** Any liability to the CVRPC under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the CVRPC 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 CVRPC Information:**
- a) As between the CVRPC and Party, "CVRPC Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain CVRPC Data to which the Party may have access may contain information that is deemed confidential by the CVRPC, 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 CVRPC Data").
  - b) With respect to CVRPC 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 CVRPC Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the CVRPC.
  - c) With respect to Confidential CVRPC Data, Party shall:

- i) strictly maintain its confidentiality;
  - ii) not collect, access, use, or disclose it except as necessary to provide services to the CVRPC 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 CVRPC of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential CVRPC Data so that the CVRPC 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 CVRPC Data remaining in its possession or control.
- d) If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential CVRPC 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 CVRPC Data while in transit and at rest;
  - iv) measures to ensure that the CVRPC Data shall not be altered without the prior written consent of the CVRPC;
  - v) measures to protect against destruction, loss, or damage of CVRPC 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 CVRPC 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 CVRPC.
- f) Party shall notify the CVRPC within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any CVRPC Data.
- g) State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the CVRPC 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 CVRPC 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 CVRPC, State of Vermont 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 CVRPC may offset any sums which the Party owes the CVRPC 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 of Vermont:** 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 CVRPC 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 CVRPC. Party shall be responsible and liable to the CVRPC 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), 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 CVRPC Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State of Vermont"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("CVRPC Facilities"); and Section 32.A ("Certification Regarding Use of State of Vermont 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 during the term of this Agreement.
- 21) Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the CVRPC 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 of Vermont'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 CVRPC from the Party in connection with this Agreement, and any obligations of the CVRPC 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 CVRPC 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 CVRPC's logo or otherwise refer to the CVRPC 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 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 CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party 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. All CVRPC property, tangible and intangible, shall be returned to the CVRPC upon demand at no additional cost to the CVRPC in a format acceptable to the CVRPC.

- 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 Facilities:** If the CVRPC makes space available to the Party in any CVRPC 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 facilities, which shall be made available upon request. CVRPC 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 \$1,000,000 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 CVRPC, 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 of Vermont-Funded Grants:**
- a) Certification Regarding Use of State of Vermont Funds:** If Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, Party certifies that none of these State of Vermont 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 of Vermont funded grant, Party hereby represents: (i) that it has signed and provided to the CVRPC 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)



3 September 2025

Allaire Diamond  
Vermont Land Trust  
8 Bailey Avenue  
Montpelier, VT 05602

RE: Clean Water Service Provider Master Agreement, Addendum 4 – Scope of Work and Cost Estimate for Project Development on Vermont Land Trust-Conserved Land in the Winooski River Basin

Dear Allaire:

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski River Basin Water Quality Council accept your proposal for the **Project Development on Vermont Land Trust-Conserved Land in the Winooski River Basin** dated 10 July 2025. The total cost estimate for this work is **\$25,000.00**.

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 amended as follows:

## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #4	Amendment <input type="checkbox"/> #
Contract Amount: \$25,000.00	Contract Start Date: 9/03/2025	Contract End Date: 9/09/2027
Contract Type: Performance Based		

SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: MHPJZCMBQA17		
DUNS/UEI Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions		
Date: 28 August 2025	Initials: bv	SAM Expiration Date: 20 March 2026
State of Vermont checked for Debarment Exclusions		
Date: 28 August 2025	Initials: bv	Debarment Expiration Date: N/A
Risk Assessment completed		
Date: 27 June 2024	Initials: bv	
Single Audit check in Federal Audit Clearinghouse		
Date: 28 August 2025	Initials: bv	
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 30 August 2023	Initials: bv	
Certificate of Insurance		
Date: 7 September 2023	Initials: bv	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 30 August 2023	Initials: bv	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 30 August 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: Allaire Diamond

Title: Ecologist

Work Phone: 802.861.6411

Cell Phone: 802.879.6672

Email: Allaire@vlt.org

Finance/Billing

Name: David Morrissey

Title: Director of Finance

Work Phone: 802.989.0651

Email: dmorrissey@vlt.org

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: Implementation of the Project Development on Vermont Land Trust-Conserved Land in the Winooski River Basin. 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	1 October 2025	\$500.00
2	Initial scoping completed	Preliminary phosphorus-reduction estimates		\$5,000.00
3	Site visits conducted	a) Site visit photos; b) Site visit notes & landowner communications; c) Phosphorus-reduction estimates; and d) Estimated design life		\$5,000.00
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		\$3,500.00
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).		\$8,000.00
6	Final Report submitted	a) Narrative summary of all tasks completed b) List of scoping efforts c) List of development efforts:	2 September 2027	\$3,000.00

<b>Milestone</b>		<b>Deliverable(s)</b>	<b>Completion Date</b>	<b>Cost</b>
		i. Site photos; ii. Barriers to implementation; iii. O & M considerations; iv. Water quality benefits; v. Batch import file / New Project Form for projects absent from WPD		
<b>Total Cost</b>				<b>\$25,000</b>

6.3.a: SUBCONTRACTOR 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 15th day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBCONTRACTOR 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.

Attachment C in the original Master Agreement has been replaced by the following version (updated on 7 December 2023).

## **Attachment C: Standard State Provisions for Contracts and Grants**

REVISED DECEMBER 7, 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)