Central Vermont Regional Planning Commission

November 3, 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

Agency of Transportation – FFY2026 TPI Work Program

CONTRACTS ISSUED

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

Friends of the Winooski River – Tyler Place Trib Riparian Buffer Planting (CVRPC Agreement #2024-11.07)

The Ijaz Group

Montrose Environmental Solutions, Inc. - Grant Implementation for 2025 EPA Brownfield Assessment Coalition Grant and Revolving Loan Fund Grant

FOR INFORMATION ONLY

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

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

N/A

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

LamCo Cleaning LLC

Friends of the Winooski River – Graber Riparian Buffer Planting (CVRPC Agreement #2024-11.08)

Friends of the Winooski River – GMC & VTACT Riparian Buffer Planting (CVRPC Agreement #2024-11.09)

Friends of the Winooski River – SHO Riparian Buffer Planting (CVRPC Agreement #2024-11.10)

STATE OF VERMONT
STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called "State"), and **Central Vermont Regional Planning Commission**, a **US Local Government**, with its principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont 05602**, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant is to involve towns in a regional planning effort; to maintain a working transportation plan for the region consistent with state and federal guidelines; to continue to review a prioritized needs/project list for the region; to provide transportation assistance to towns; and to engage in activities which implement the Regional Transportation Plan.

3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.

4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.

6. Attachments: This Grant Agreement consists of **38** pages including the following attachments which are incorporated herein:

   Grant Agreement - Part 2 – Grant Agreement
   Grant Agreement - Part 1 - Grant Award Detail
   Attachment A - Scope of Work
   Attachment B - Payment Provisions
   Attachment C - Standard State Provisions for Contracts and Grants (revised October 1, 2024)
   Attachment D - Other Provisions
   Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
   Attachment F - Certificate of Indirect Costs
   Attachment G - Procurement System Self-Certification

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

   1) Grant Agreement Part 1 and Part 2
   2) Attachment D – Other Provisions
   3) Attachment C - Standard State Provisions for Contracts and Grants
   4) Attachment A – Scope of Work
   5) Attachment B – Payment Provisions

6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
7) Attachments F through G in that order

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

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of subrecipients.

_____
(Subrecipient Initials)

State of Vermont Agency of Transportation	Subrecipient: **Central Vermont Regional Planning Commission**
Date: _____	Date: _____
Signature: _____	Signature: _____
Name: Joe Flynn	Name: _____
Title: Secretary of Transportation	Title: _____

STATE OF VERMONT GRANT AGREEMENT — Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

[1] **Grant #:** GR2035	[2] **Original** [X]	**Amendment #** [ ]
[3] **Grant Title:** CVRPC FY26 Transportation Planning Initiative Work Program		
[4] **Amount Previously Awarded:** $0.00	[5] **Amount Awarded This Action:** $231,367.50	[6] **Total Award Amount:** $231,367.50
[7] **Award Start Date:** 10/01/2025	[8] **Award End Date:** 09/30/2026	[9] **Subrecipient Award:** YES [X] NO [ ]
[10] **Supplier #:** 0000043329	[11] **Grantee Name:** Central Vermont Regional Planning Commission	
[12] **Grantee Address:** 29 Main Street, Suite 4		
[13] **City:** Montpelier	[14] **State:** VT	[15] **Zip Code:** 05602
[16] **State Granting Agency:** Vermont Agency of Transportation		[17] **Business Unit:** 08100
[18] **Performance Measures:** YES [X] NO [ ]	[19] **Match/In-Kind:** $25,707.50	**Description:** RPC Match

[20] *If this action is an amendment, the following is amended:*
Amount: [ ] **Funding Allocation:** [ ] **Performance Period:** [ ] **Scope of Work:** [ ] **Other:** [ ]

SECTION II - SUBRECIPIENT AWARD INFORMATION

[21] **Grantee Identifier [UEI] #:** L97JQHE86VX3	[22] **Indirect Rate:** 62.00 % (Approved rate or current Federal de minimis)	[23] **FFATA:** YES [X] NO [ ]
[24] **Grantee Fiscal Year End Month** (MM format): 6		[25] **R&D:** YES [ ] NO [X]

[26] **UEI Registered Name** *(if different than VISION Supplier Name in Box 11)*:

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	[27] Awarded Previously	[28] Award This Action	[29] Cumulative Award	[30] Special & Other Fund Descriptions
General Fund			$0.00	
Special Fund			$0.00	
Global Commitment (non-subrecipient funds)			$0.00	
Other State Funds		$25,707.50	$25,707.50	Transportation Funds

FEDERAL FUNDS
(includes subrecipient Global Commitment funds)

[31] ALN#	[32] Program Title	[33] Awarded Previously	[34] Award This Action	[35] Cumulative Award	[36] FAIN	[37] Fed Award Date	[38] Total Federal Award
20.205	Highway Planning and Construction		$205,660.00	$205,660.00	693JJ22530000Y550VTS PWP026	10/01/2025	$5,994,957.00
[39] Federal Awarding Agency: Federal Highway Administration (FHWA)			[40] Federal Award Project Descr: FY26 TPI Work Program – Tasks 1-6 – Core				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		$0.00	$231,367.50	$231,367.50			

SECTION IV - CONTACT INFORMATION

[41] STATE GRANTING AGENCY	[42] GRANTEE
NAME: Matthew Arancio	**NAME:** Christian Meyer
TITLE: Planning Manager	**TITLE:** Executive Director
PHONE: (802) 793-7489	**PHONE:** (802) 229-0389
EMAIL: matthew.arancio@vermont.gov	**EMAIL:** meyer@cvregion.com

ATTACHMENT A
SCOPE OF WORK

The Subrecipient agrees to perform or cause to be performed the services as set forth in the Scope of Work described in the Annual Work Plan that is attached and made a part hereof Attachment A.

The Subrecipient shall assume responsibility for the general supervision of the work and shall be responsible for all procedures, standards, methods of analysis, interpretations, conclusions, and the contents of this work program.

The Subrecipient and the State shall be jointly responsible for liaison necessary to further the work under this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
FFY 2026 Transportation Planning Initiative

Federal Fiscal Year: October 1, 2025 to September 30, 2026

Approved by: TAC __23 September 2025___; Executive Committee ____2 September 2025_____

EXHIBIT 1: WORK PROGRAM

Purpose and Summary

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2026 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

- Enhance cooperative decision-making among state, regional, and local partners about the transportation system.
- Better connect federal, regional, and statewide transportation planning.
- Provide technical assistance to municipalities and expand their ability to implement transportation planning best practices.
- Deliver results that advance VTrans strategic and long-range transportation plans.

Under the CVRPC TPI Work Program, regional staff create the Transportation Element of the Regional Plan, facilitate the prioritization of VTrans projects, engage municipalities in the VTrans planning processes, provide transportation planning services to municipalities, transmit local input into state planning processes, and study transportation problems.

The current Work Program continues the above activities. In addition, activities have been added to strengthen the transportation/land use linkage, assist municipalities to plan for a resilient transportation system, and plan for Clean Water initiatives.

This work program is presented under seven tasks, each corresponding to the VTrans FFY 2026 TPI guidance materials and direction from VTrans. The narrative for each task includes a description of the proposed goals, objectives, and activities to be undertaken the resulting products.

TASK 1. PROGRAM ADMINISTRATION

Objective:

The purpose of this task, is to effectively execute the management and administrative functions related to conducting the regional transportation planning process and includes development of work programs, work related to the consultant selection process, and maintain financial records and develop reports in conformance to all applicable federal and state laws, regulations and guidance.

Included, but not limited to are the following activities:

TPI Task 1.1-TPI Monthly Meetings

Attend monthly TPI meetings and organize and host one meeting, annually

TPI Task 1.2-TPI Program Performance Reporting

Complete annual TPI and VAPDA performance reporting, including:

a) Tracking performance indicators during the year and submit to VTrans;

b) Compiling a list of planning projects completed during the year and submit to VTrans

c) Submit completed performance indicator template by June 30, 2026

d) Submit a list of completed planning projects by June 30, 2026

e) Conduct financial and progress reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.

TPI Task 1.0- Additional tasks to be performed, including but not limited to:

1 Hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.

2 Prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.

3 Participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.

4 Develop an indirect cost proposal.

5 Purchase supplies, equipment (Ex. traffic or pedestrian counters, iPad for data collection), and software directly related to TPI activities and necessary to complete the work program; repair and maintain equipment as necessary.

6 Complete training to enhance knowledge and skills specific to transportation planning best practices.

Personnel: Executive Director, Senior Planners, Planners, Planning Technicians, Office Administrators

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs, budgets, updated policies, and the CVRPC FY26 Annual Report and VAPDA SFY2026 Annual Report that includes transportation performance measures.

TASK 2. PUBLIC PARTICIPATION AND COORDINATION

Objective:

To ensure that the public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. Additionally, this task shall support a regional approach to transportation planning, promoting cooperation, coordination and the exchange of information across modes, providers and jurisdictional boundaries, consistent with FHWA's planning requirements.

Included, but not limited to are the following activities:

TPI Task 2.1-State Transportation Improvement Program

Solicit public input on the State Transportation Improvement Program (STIP) Hearing Support including:

a) Assist VTrans to publicize the public hearings(s) and distribute the notice with the TAC and affected municipalities.

b) Participate in a STIP public hearing.

TPI Task 2.2-Travel Demand Management

Participate and coordinate Travel Demand Management initiatives to meet the needs of Central Vermont, including participating, coordination and outreach as part of the Park Your Carbon Challenge.

a) Conduct a minimum of four engagement activities (see guidance for recommendations)

b) Provide report on TDM-related activities conducted during the SFY26 (July-June) by September 30, 2026.

TPI Task 2.3-Road Supervisors Meetings & Vermont Local Roads Coordination

Coordinate, facilitate, and provide technical support for road supervisor roundtables including communicating with Vermont Local Roads for opportunities for participation.

a) Coordinate scheduling of regional meetings. Host at least two Regional Road Foreman meetings per year; provide meeting notice to VLR, VTrans District personnel and VTrans Planning Coordinator.

b) Notify VLR and VTrans District staff of municipal personnel changes (Road Foreman, Public Works Director, etc.) to enable outreach to new staff

c) Awareness of and participation in relevant training opportunities offered through the VTrans Training Center (VTTC) and VLR

TPI Task 2.4-Vermont Strategic Highway Safety Plan Education

Assist in public outreach and collaborate on events organized by the State Highway Safety Office. Assist VTrans to identify stakeholders to engage on safety initiatives.

a) Read Strategic Highway Safety Plan

b) Assist with public outreach and dissemination of information with a focus on underserved communities.

c) Participate in and collaborate on events organized by the OSB Safe Systems Unit

d) Assist VTrans OSB Safe Systems Unit to identify stakeholders to engage on safety initiatives

TPI Task 2.5- Aviation Program Coordination

Coordinate the region's participation in the VTrans Aviation Program, including participation in State Aviation Council meetings and exploration of a State Airport Committee for the Edward F. Knapp Airport

a) Airspace Protection:
    a. Educate & conduct outreach to municipalities, as applicable, regarding how to incorporate airspace protection into local municipal plans, land regulations, and communications with developers to engage in best practices in land development that may require FAA notification.
    b. Monitor for development occurring around the airport with respect to airspace protection and ground transportation to airports.

b) Multimodal Connectivity
    a. Assist with the coordination of planning and public involvement activities during state-owned airport planning activities to ensure connectivity between modes.
    b. Incorporate state aviation goals or contents into long range regional planning efforts.

c) Attend Local Airport Commission meetings and provide support where needed.

d) Attend at least 1 of 4 Vermont Aviation Advisory Council quarterly meetings (VAAC).

e) Invite or enhance communication by having an aviation representative participate in Commission's TAC

TPI Task 2.6- Human Services Transportation Coordination

Coordinate implementation of a multi-year plan to ensure adequate access to essential services is available to the public and underserved populations (including elders and persons with disabilities).

a) Submit updated Committee Annual work plan, goals and objectives by June 30, 2026.

b) Organize and facilitate regular Committee meetings at least 4 times a year by September 30, 2026

c) RPCs shall be the leading agency for these meetings.

d) RPCs are responsible for ensuring meetings comply with Vermont Open Meeting law and engage the full spectrum of providers of services and representatives of those needing rides.

e) Include your VTrans Planning Coordinator and Public Transit Coordinator on Committee correspondence.

f) Continue to expand scope of Regional O&D Committee to include Medicaid, Recovery & Job Access, and other client-based transportation services, with the view of evolving the committee into a Regional Mobility Committee concept in FFY26

g) Coordinate with VTrans and Public Transit Provider(s) to expand tracking of denials and unmet needs

h) Assist Committees with evaluating the data and potential.

i) Help VTrans with centralized tracking of defined O&D basic information.

j) Attend the annual O&D Summit (rotates between virtual and in-person).

k) Assist VTrans with organizing the annual O&D Summit, particularly assisting with outreach and being a liaison to the O&D Committees.

l) Participate in discussion of how to incorporate equity principles and practices into the O&D program and regional committees' practices.

TPI Task 2.7- Complete Streets Coordination

Partner with VTrans to provide training on complete streets to municipalities and support municipalities in complete streets compliance reporting to VTrans

a) Assist VTrans with development of municipal training

b) Collect Municipal Complete Streets Compliance Forms (see guidance)

TPI Task 2.0- Additional tasks to be performed, including but not limited to:

1 Coordinate transportation planning activities with adjacent regional commissions, public

transit providers, economic development agencies, human service providers and advocates, housing organizations, VTrans, and other organizations.

2 Publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.

3 Meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.

4 Monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.

5 Coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate its activities with local officials, groups, and other regional TACs and its involvement in statewide modal and policy plans.

6 Engage the public in the identification of transportation problems and solutions, including in the Regional Plan update as it pertains to various modes of transportation, goals for transportation planning, and future transportation needs.

7 Serve on various transportation-related task forces and study committees.

8 Attend meetings of local boards and commissions on transportation related topics including safety improvements, capital planning, infrastructure planning, etc.

9 Participate in emergency management training and activities to support a resilient transportation system.

10 Monitor current transportation projects by reviewing the five-year VTrans Capital Program and Project Development Plan, and the STIP.

11 Obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.

12 Training staff, Transportation Advisory Committee (TAC) and RPC members

13 Facilitate and participate in the public decision-making process for project development

Personnel: Executive Director, Office Manager, Planners, Planning Technician

Products: Complete streets reporting; O&D workplan and hosting O&D Committee meetings; Airport Committee and Aviation Council participation and tracking of aviation participation in TAC; Participation in Highway Safety Office events and initiatives; Host and track participation in Road Foreman meetings; TDM activity reporting; STIP outreach and participation in annual hearing.

TASK 3. PLANNING

Objective:

Under this task, the Region will integrate multi-modal transportation needs identified by existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors into regional and local plans and solutions and propose solutions to meet those needs that respect Federal and State regulations and Vermont statutes. This will include considering planning activities through the lens of 26 V.S.A. § 4302, which stipulates that state agencies are responsible for supporting and reinforcing Vermont's historic settlement pattern of compact village and urban centers separated by rural countryside, under this task transportation planning activities should be considered through this lens. Furthermore, under this task CVRPC shall integrate the goals identified in the 2040 Vermont Long Range Transportation Plan.

Included, but not limited to are the following activities:

TPI Guidance Task 3.1-Regional Transportation Plan

a) Update the Regional Transportation Plan for Central Vermont Region

TPI Guidance Task 3.2-State Modal Transportation Plan Coordination

a) Participate in working groups, steering committees, and/or advisory committees of VTrans managed planning projects, such as acting as a technical advisor.

b) Assist VTrans in outreach to local officials and the public

c) Provide Regional Plan language relevant to Statewide plans as requested

d) Provide data to support state level efforts

TPI Guidance Task 3.3-Regional Planning Initiatives

1. Demonstration Projects (Noteworthy Efforts for October TPI Meeting):
   Provide technical assistance to municipalities in planning and implementing temporary and evaluative transportation-related demonstration projects on the federal-aid system.
   a. Prepare application materials and participate in consultation meetings, as outlined in guidance.
   b. With purchase approval from VTrans, direct purchase, on behalf of municipalities, of common demonstration project consumable supplies/materials, such as tape and paint, in accordance with VTrans materials requirements, and using the RPCs approved procurement procedures. Materials eligible for reimbursement through TPI must demonstrate applicability to an approved demonstration project on State Highway Right-of-Way (i.e., approved Section 1111 Permit) or occur on a Class 1 Town Highway.
   c. Assist in public engagement plan development and implementation.
   d. Data tracking throughout the project lifecycle.

e. Conduct a pre- and post- demonstration evaluation to determine project's success based on project goals as identified in the Section 1111 permit.

2. Corridor Planning:
Identify short-term stakeholder recommendations to implement in combination with asset management projects and long-term needs that may be addressed through other VTrans and municipal programs.

   a. As requested, provide available information, reports, data, etc. related to a selected project area.

   b. As requested, coordinate municipal and stakeholder engagement, including meeting logistical support and outreach to ensure participation by a broad range of local stakeholders.

3. Safe Routes to School (Noteworthy Efforts for June TPI Meeting):
Promote access to resources and materials that support and encourage roadway safety around schools and provide support as a Regional Expert.

   a. General outreach to increase program awareness and participation of schools and municipalities (i.e. disseminate information, provide highlights for SRTS newsletter, etc.).

   b. Assist in targeted outreach to gather programmatic feedback on SRTS engagement.

   c. Conduct any of the following program support activities that could include but are not limited to:

      i. Collect data to inform project planning and evaluation of project success.

      ii. Serve on a working group, individual school or district-wide, to aid program success.

      iii. Assist with the identification and engagement of relevant local and regional resources.

      iv. Support the creation of (or update to) a School Travel Plan.

TPI Guidance Task 3.4-Public Transit Planning

a) Public Transit Route Performance Analyses: Assist GMT with developing strategies to increase ridership and decrease the cost of providing service on struggling routes. May include land use, boarding, and routing analyses; surveys; and demographic analysis.

   a. Conduct a study of seasonal transit services

b) Transit planning and outreach assistance: Assist GMT with any transit planning efforts and aid with outreach strategies and implementation.

c) Public Transit Board Membership: Serve on the GMT Board and related committees.

d) Transit studies: Participate transit pilot projects in appropriate capacities.

e) Electric bus pilot studies: Participate in electric bus pilot studies in appropriate capacities.

f) Public Transit Asset Management Plan: Assist VTrans with outreach activities related to this plan.

TPI Guidance Task 3.5-Environmental Policy & Planning

a) Assist VTrans in outreach to local officials and the public on and support general environmental planning activities.

b) Participate in working groups and/or committees as requested by VTrans

c) Attend and encourage municipal staff to attend training related to general environmental topical areas (ie Highways and Habitats, Rivers and Roads, etc).

TPI Guidance Task 3.6-Active Transportation Planning

Support the Active Transportation team through engagement in the implementation of the VTrans 2021 Bicycle and Pedestrian Strategic Plan (BPSP) and active transportation facility planning.

a) Conduct Bicycle and Pedestrian planning as needed within region through regional level planning and/or technical support to individual municipalities

b) Update bike/ped layers by collecting municipal bicycle and pedestrian facility data to maintain baseline facility information.

TPI Guidance Task 3.7-Rail Planning Coordination

Coordinate Regional planning with Statewide rail planning through public outreach and dissemination of information about state programs, availability of intermodal connections with passenger rail, and freight rail opportunities. Maintain viability of industrial zoned parcels with access to active freight rail for multimodal use now or in the future and encourage the reactivation of underused priority parcels.

a) Enhancing multi-modal access to Amtrak to seek solutions to the last mile issues, such as wayfinding and parking

b) Assist with public outreach and dissemination of information

c) Attend at least one of the quarterly VT Rail Advisory Committee (VRAC) Meetings

d) Operation lifesaver advertisement/presentation

e) Distribute VTrans press release and/or share RPC efforts on this task

f) Share information with shippers and receivers about freight rail opportunities

g) Engage in or support intermodal rail access planning through the following activities:

    a. Create and/or update an inventory of parcels zoned for industrial and/or commercial uses that are or could be served by freight rail. Access spurs may be in working or non-working conditions.

    b. Collaborate with municipalities/economic development partners to prioritize parcels based on the regional needs and identify potential locations to establish

or enhance intermodal freight use.

c. Coordinate with state/local stakeholders to increase awareness of viable parcels and help market priority parcels in a strategic manner to encourage use of such locations.

d. Identify industrial parcels to bring into use for the statewide Rail & Freight Plans that have brownfield issues

TPI Guidance Task 3.8-Highway Safety Planning

Support the Highway Safety Improvement Program (HSIP)

a) Create general awareness among Transportation Advisory Committee (TAC) members of emerging highway safety concepts, including systemic safety.

b) Review regional safety needs based on the screenings performed by VTrans and encourage municipalities to apply for safety grant opportunities.

c) Coordinate and attend Road Safety Audit Reviews when requested by VTrans

d) Explain and help facilitate VTrans assistance for municipalities both through technical support and coordination when appropriate on State Highways

e) Provide technical assistance to municipalities regarding safety concerns and questions on local system roadways

f) Support efforts to improve delivery of safety improvements on local-system roads, working to identify and develop an appropriate process that ensures compliance with Federal funding requirements without unduly burdening municipalities or delaying the work.

TPI Task 3.9-Transportation Energy Planning

Support communication and coordination regarding ongoing transportation energy efficiency planning efforts. Increase public awareness/education related to statewide carbon reduction targets and strategies to reduce greenhouse gas (GHG) emissions from the transportation sector as set by VT's Global Warming Solutions Act, and related Climate Action Plan and Comprehensive Energy Plan. Assist with the statewide deployment of electric vehicle charging infrastructure in Vermont including locating feasible sites, engaging the public, and strengthening state-local partnerships.

a) Assist VTrans with outreach to local officials and general public on EV charging and statewide transportation energy efficiency priorities

b) Encourage parties interested in hosting EVSE to document interest in the Vermont EVSE Host & Service Provider Questionnaire

c) Coordinate with VTrans as additional guidance becomes available

d) Pursue additional climate and energy-related work conditional on confirmation of eligibility

TPI Task 3.0- Additional tasks to be performed, including but not limited to:

1. Design and execute demonstration projects with member municipalities to field test speed reduction strategies and lay the foundation for future village and downtown planning efforts.
2. With purchase approval from VTrans, acquire and maintain a library of demonstration project materials to make demonstrations financially viable for member municipalities. Seek additional grant funding where feasible for demonstration project materials and project implementation.
3. Assist member municipalities in assessing climate change impacts on local transportation infrastructure and developing appropriate responses including, but not limited to, mitigation, relocation, and retirement of existing facilities.
4. Maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
5. Coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
6. Provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances.
7. Develop and implement analytical methods to identify gaps in the connectivity of the transportation system.
8. Preparing and supporting the preparation of regional, subarea, corridor, and local transportation plans such as assessment of transportation problems, feasibility studies, and alternatives analyses.
9. Coordinating and providing technical support for intermodal, multimodal and freight transportation planning activities; including bike/pedestrian systems planning.
10. Assessing and forecasting future travel demand based on land use, demographic projections and other driving factors; assessing and recommending strategies to manage demand as well as identifying gaps in transportation system connectivity based on analysis.
11. Supporting development of Municipal Transportation Capital Improvement Plans.
12. Planning, coordination, and outreach associated with designated Scenic Byways
13. Review of traffic impact studies of proposed development projects with potential impacts to the federal aid system and relative to the regional transportation plan.
14. Providing planning, technical assistance, and general transportation planning related grant support.
15. Multimodal corridor planning within region, especially Barre City to Montpelier corridor (From TAC).

Personnel: Executive Director, Planners, Planning Technicians

Products: Updates to the Regional Transportation Plan; Rail Plan priority parcels list; Participation in Monthly TPI Roundtable.

TASK 4. Data Collection and Management

Objective:

Data collection and management tasks support balanced planning efforts by grounding decision making in observations made directly in the field. These efforts involve documenting and uniformly reporting transportation facility location, condition, performance, and usage, to provide a comprehensive perspective on statewide, regional, and local transportation infrastructure needs and opportunities to VTrans, RPCs and municipalities.

Included, but not limited to are the following activities:

TPI Tasks 4.1-Traffic Counts

Conduct vehicular traffic counts and submission to VTrans

TPI Tasks 4.2-Bike and Pedestrian Count Data

Support the annual collection of bike and pedestrian count data to develop a consistent data source and build a "snapshot" of biking and walking activity statewide.

TPI Tasks 4.3-State and Municipal Park and Ride Counts

Compile data on park and ride usage to track capacity.

TPI Task 4.4-Highway Performance Monitoring System Data Program (TH MC)

Annually collect for VTrans submit to FHWA, highway improvement data on the Town Highway Major Collector (TH MC) system

TPI Task 4.5-Town Road Surface Data Verification

a) Review and verify the surface classification (6 categories) for ALL Class 2, 3, and 4 town highways per municipality in the region. RPCs should prioritize changes to paved surfaces or removal of paved surfaces.

b) Report road centerline issues identified during surface type review, such as changes to alignment, missing town highways, segments that have been taken out of service, or other inaccuracies that present themselves in the VTrans RDS data layer.

c) Submit comments on the road surface data in the provided application. RPCs should target completing this task by September 30, 2026.

TPI Task 4.6-Town Highway Bridge and Culvert Inventories

Aid municipalities in maintaining bridge and culvert inventories based on the recommended prioritization criteria above. Work shall include:

a) Inputting municipal bridge or culvert data collected by the RPC into VTCulverts.

b) Host one training with municipal representatives.

TPI Task 4.7-Public Transit Bus Stop Inventory

Field inventory of public transit bus stops.

TPI Task 4.8-Resilience Data

a) Assist with failure and vulnerability variables for 2023 and 2024 Detailed Damage Inspection Reports (DDIRs) to update the Transportation Resilience Planning Tool (TRPT)

b) Consult the Resilience Improvement Plan (RIP) and TRPT in assisting municipalities with Local Hazard Mitigation Plans (LHMPs) and other projects

c) Provide input for Reducing Repeat Damage tool

d) Provide list of any planned or completed projects in RIP priority locations

TPI Task 4.0-Additional tasks to be performed, including but not limited to:

1. Capture, monitor and maintain data for regional transportation facilities. Data may be gathered by using recommended equipment and state standards or by the purchase of relevant data sets where appropriate.

2. Assist municipalities with town highway road, culvert, bridge, sidewalk, bicycle facilities and roadway sign inventories and assessments.

3. Develop and maintain statistics, GIS data and analyses used to support transportation planning and project development (journey to work data, Longitudinal Employer-Household Dynamics, existing land use, land use regulations, floodplains, river corridors, farmland, critical wildlife habitat and hazardous materials, etc.)

4. Develop and implement analytical methods to identify gaps in the connectivity of the transportation system.

Personnel: Executive Director, Planners, Planning Technicians

Products: Specific projects will include traffic, bike, parking, and pedestrian counts; updated TRPT variables and resilience projects list; field inventory of bus stops, input municipal bridge and culvert data into VTCulvert online platform, provide town highway surface and class data, town highway major collector infrastructure updates.

TASK 5. Project Development Overview

Objective:

Evaluate recommendations for capital projects identified through the planning processes in greater detail. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are explored. Establishing regional priorities for transportation projects is also a critical step because it ensures that regional goals are incorporated into project funding decisions and the implementation schedule.

Included, but not limited to are the following activities:

TPI Task 5.1.-VSPS2

Incorporate local and regional priorities in the selection of projects funded in the VTrans Capital Program.

a) Attend meetings and trainings related to the prioritization process and execution.

b) Implement the prioritization process as appropriate with consultation of local stakeholders (municipalities and TAC) including review of provided draft project list and submitting regional scoring and information according to the timelines provided

c) As requested, assist the VTrans consultant in the Regional Project Refinement process with facilitating the advancement of the regional project priority.

d) As needed, review and provide feedback on VPSP2 (i.e., guidance materials, incorporation of additional transportation modes, etc.).

TPI Task 5.1.2.-New Project Summaries for Asset Management

Assemble a framework of location specific information to inform the initial stages of design for a capital project and incorporate local and regional perspectives into the Agency's pre-design information gathering process.

a) Provide input on NPS questionnaire with an emphasis on regional and local context.

b) Inform VTrans of relevant plans and planning efforts specific to the corridor.

c) Submit regional and local input through the NPS questionnaire according to timeline defined at onset of request. CC VTrans Planning Coordinator on submittal.

TPI Task 5.1.3-a.& b. Project Definition and Development, and Construction Projects

Assist VTrans in tailoring public outreach plans to the local context by helping to develop stakeholder lists, identifying outreach methods that may be unique to a certain locale, in helping to engage key players in the community, and in bringing a regional perspective to how the project will affect a community. Provide continued coordination for better public awareness during project construction.

a) Project Definition & Development

    a. Identify key local/regional stakeholders and help to ensure key stakeholders are engaged.

    b. Ensure outreach plan is tailored to the local community.

    c. Help VTrans to identify and understand local and regional issues and concerns.

    d. Assist municipalities in completing Local and Regional Concerns Questionnaire

    e. Participate in information gathering discussions with identified stakeholders, when appropriate.

f. Attend Regional Concerns and Alternatives meetings held with municipality(ies).

g. Review and provide comments on Scoping, Preliminary, and Final project plans as appropriate.

h. Coordinate with adjacent RPCs when a project will have cross-regional impacts.

i. As necessary, assist VTrans with communications to municipality(ies) to ensure completion of required submittals (e.g., questionnaire, preferred alternatives acceptance letters, cost share agreements etc.)

j. As needed, assist the municipality to identify and notify affected stakeholders (property owners, businesses, etc.) who may be impacted by a road closure.

b) Construction Projects

a. Update any information provided during the Project Definition and Development stage that may need updating– for example changes in contact information and any changes to local context.

b. Help VTrans identify and understand local and regional issues and concerns.

c. Alert VTrans if any potential issues are developing.

TPI Task 5.0-Additional tasks to be performed, including but not limited to:

1. Conduct or participate in feasibility and project definition studies.

2. Identify local issues that relate to scoping analyses.

3. Assist and review communities' Municipal Assistance projects that can be funded and developed outside the statewide prioritization system (such as Transportation Alternatives, Bike/Ped and other locally managed projects).

Personnel: Executive Director, Planners

Products: Specific projects will include **r**egional project prioritization list and map; scoping and feasibility studies as applicable; New Project Summaries input; Project assistance as applicable; participation in project outreach efforts as requested; NPS questionnaire input.

TASK 6. Municipal Roads General Permit Reporting

Objective:

As stipulated in Act 64 of 2015, the Vermont Clean Water Act, the Agency of Natural Resources (ANR) Department of Environmental Conservation (DEC) issued the Municipal Roads General Permit (MRGP) in January 2018. As part of the MRGP, municipalities are required to provide two components: a comprehensive Road Erosion Inventory (REI) of hydrologically-connected road segments and an associated Implementation Table Portal. The purpose of this task is to assist municipalities with tasks that support compliance with the MRGP.

Included are the following activities:

TPI Task 6.0-Municipal Roads General Permit Reporting

Assist municipalities with compliance with the MRGP by providing outreach, education and administrative assistance; data collection and management assistance and grant preparation.

Personnel: Executive Director, Planners

Products: Program reporting; ongoing collaboration with DEC on MRGP requirements

ATTACHMENT B
PAYMENT PROVISIONS

The State agrees to reimburse the Subrecipient for actual expenses incurred or services provided by the Subrecipient in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided for under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 – Grant Award Detail.

1. The Subrecipient is responsible for providing the most current remit to information to the Agency of Transportation. If any information changes, please contact Business Support Services at the following e-mail to provide revised information: AOT.BusinessSupportServices@vermont.gov.

2. Subrecipient shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the grant agreement number for this agreement, a unique invoice number and follow a consistent numbering process. Invoices submitted without a unique invoice number will be returned.

3. The Subrecipient shall provide for the continuing the comprehensive, cooperative, and continuing transportation planning process in accordance with this Work Plan and the attached budget. The completion of the Work Plan is subject to the availability of funds.

4. Advanced payments may be made upon approval of a written request for payment from the Subrecipient.

5. The State shall pay, or cause to be paid, to the Subrecipient progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred 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. Requests for payment shall be accompanied by progress reports and be made directly to the State, for all work. Request for payment for Contractor activities shall be included with the Subrecipient's submittals but will be documented separately.
6. Meal and travel reimbursement shall be determined by the terms set forth in the State of Vermont, Agency of Administration, Bulletin No. 3.5, Procurement and Contracting Procedures. The Bulletin can be found at: https://aoa.vermont.gov/bulletins

7. During the performance of this grant, Subrecipient may increase or decrease any of the cost categories if the Subrecipient receives written approval from the contact listed on the Part 1 – Grant Award Detail in Section IV, State Granting Agency prior to submitting the charge and:

   a) It is within the Total Award Amount in effect at the time of the adjustment.
   b) It does not change the Scope of Work in Attachment A.
   c) There is no modification to the Assistance Listing number(s) (ALN) provided in the original grant agreement.
   d) It does not violate the terms of the grant to the State of Vermont from the granting agency.

8. The above payments shall be made promptly in accordance with applicable State and Federal regulations. The State shall seek to make payments within thirty (30) days of receipt of an error free invoice from the Subrecipient.

9. The value of third-party in-kind contributions are acceptable as the cost sharing or matching requirements for federal funding when claimed in accordance with 49 CFR 18.24 (a)(2) and written procedures approved by the State. See the attached line-item budget and budget narrative, Attachment B.

10. Invoices shall be submitted to the contact listed on the Part 1 – Grant Award Detail in Section IV, State Granting Agency and the Regional Planning Coordination Team.

11. A financial close out report must be submitted within forty-five (45) days of the end date of the grant.

Exhibit II - Budget Detail by Task Category
FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC
Date:

Task #	Task Description	Agreement Amount
Task 1	Administration	$ 40,705.50
Task 2	Public Participation and Coordination	$ 21,377.60
Task 3	Planning	$ 142,079.87
Task 4	Data Collection & Management	$ 46,373.47
Task 5	Project Development Planning	$ 4,284.17
Task 6	Municipal Roads General Permit (MRGP) Support	$ 2,254.39
Sub-Total	**Tasks 1 - 6 only**	**$ 257,075.00**
Task 8	State Owned Rail Trails	$ -
Task 9	Other Planning Activities	$ -
Total	**All Tasks**	**$ 257,075.00**

Exhibit III – Budget Detail by Expense Category
FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC
Date:

1. Regional Planning Commission Staff:

Staff Position	Hours	Rate ($/hr)	Cost
Executive Director	140	$66.37	$ 9,291.80
Transportation Sr. Planner	990	$45.06	$ 44,609.40
Transportation/EM Planner	740	$47.05	$ 34,817.00
Planner	595	$36.41	$ 21,663.95
Natural Res. Planner	35	$35.47	$ 1,241.45
Administrative Staff	45	$41.09	$ 1,849.05
Natural Res. Sr. Planner	50	$51.11	$ 2,555.50
Land Use Planner	140	$44.49	$ 6,228.60
Comm. Dev. Planner	140	$43.71	$ 6,119.40
Energy Planner	80	$37.19	$ 2,975.20
Plan. Tech. 1	400	$19.38	$ 7,752.00
Plan. Tech. 2	400	$19.38	$ 7,752.00
Plan. Tech. 3	0	$19.38	$ -
Total Hours	**3,755.00**	**Total Staff**	**$ 146,855.35**

2. Indirect Cost:

Indirect Rate ($/hr)	Cost
62.00%	**$ 91,050.32**

3. Direct Costs:

	Cost
Contractual	$ 3,966.17
Travel	$ 5,000.00
Supplies	$ 300.00
Data/Ref	$ -
Postage	$ 800.00
Phone	$ -
Copies/Printing	$ -
Meetings	$ 3,000.00
Equipment	$ 6,103.16
Total Direct	**$ 19,169.33**

4. Consultant(s):

	Cost
Contractual	$ -
Travel	$ -
Equipment	$ -
Supplies	$ -
	$ -
Total Consultant(s)	**$ -**

Total for All Expense Categories (1-4)	**$ 257,075.00**

Exhibit IV – Time by Task by Cost Summary
FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC
Date:

A. PERSONNEL (Hours by Task):

Task #	Task Description	Executive Director	Transportation Sr. Planner	Transportation /EM Planner	Planner	Natural Res. Planner	Administrative Staff	Natural Res. Sr. Planner	Land Use Planner	Comm. Dev. Planner	Energy Planner	Plan. Tech. 1	Plan. Tech. 2	Plan. Tech. 3	Total Hours
1	Administration	35	170	110	0	10	0	0	10	10	0	15	15	0	375
2	Public Participation/ Coordination	15	120	100	0	25	20	0	0	0	5	5	5	0	295
3	Planning	80	570	280	575	0	25	25	130	130	55	80	80	0	2030
4	Data Collection & Management	5	100	200	20	0	0	25	0	0	20	300	300	0	970
5	Project Development Planning	5	20	30	0	0	0	0	0	0	0	0	0	0	55
6	MRGP Support	0	10	20	0	0	0	0	0	0	0	0	0	0	30
	Sub-Total (Tasks 1-6) (Hours)	**140**	**990**	**740**	**595**	**35**	**45**	**50**	**140**	**140**	**80**	**400**	**400**	**0**	**3755**
8	State-Owned Rail Trails														0
9	Other Activities														0
	Total (All Tasks) (Hours)	**140**	**990**	**740**	**595**	**35**	**45**	**50**	**140**	**140**	**80**	**400**	**400**	**0**	**3755**

B. OTHER DIRECT COSTS:

Task #	Task Description	Contractual	Travel	Supplies	Data/Ref	Postage	Phone	Copies/Printing	Meetings	Equipment	Total Direct ($)
1	Administration	$ -	$ 5,000.00	$ 300.00	$ -	$ 800.00	$ -	$ -	$ 3,000.00	$ 4,103.16	$ 13,203.16
2	Public Participation/ Coordination										$ -
3	Planning	$ 3,966.17								$ 2,000.00	$ 5,966.17
4	Data Collection/Management										$ -
5	Project Development Planning										$ -
6	MRGP Support										$ -
	Sub-Total (Tasks 1-6) ($)	**$ 3,966.17**	**$ 5,000.00**	**$ 300.00**	**$ -**	**$ 800.00**	**$ -**	**$ -**	**$ 3,000.00**	**$ 6,103.16**	**$ 19,169.33**
8	State-Owned Rail Trails										$ -
9	Other Activities										$ -
	Total (All Tasks) ($)	**$ 3,966.17**	**$ 5,000.00**	**$ 300.00**	**$ -**	**$ 800.00**	**$ -**	**$ -**	**$ 3,000.00**	**$ 6,103.16**	**$ 19,169.33**

DIRECT COSTS. Contract: Audit; design and planning services as needed (problem evaluation); design/layout for transportation program materials. **Travel:** Mileage, rooms, meals, conference/workshop fees. **Supplies:** Office and mapping supplies used specifically for the transportation program. **Data/Ref:** Reference materials, portion of cost of new data. **Postage:** In support of the transportation program. **Phone:** Calls or data plans specific to transportation program activities. **Copies/Printing:** Reproduction costs, including photocopies. **Meetings:** Meeting room space, legal notices, other associated costs. **Equipment:** Any eligible equipment purchased during the implementation of the grant agreement e.g. traffic counters and computer equipment.

C. COST PROPOSAL SUMMARY

Indirect rate
62%

		Rate	66.37	45.06	47.05	36.41	35.47	41.09	51.11	44.49	43.71	37.19	19.38	19.38	19.38					
Task #	Task Description		Executive Director	Transportation Sr. Planner	Transportation /EM Planner	Planner	Natural Res. Planner	Administrative Staff	Natural Res. Sr. Planner	Land Use Planner	Comm. Dev. Planner	Energy Planner	Plan. Tech. 1	Plan. Tech. 2	Plan. Tech. 3	Total Staff	Indirect	Direct	Consultant 1	Total Cost
1	Administration		$ 2,322.95	$ 7,660.20	$ 5,175.50	$ -	$ 354.70	$ -	$ -	$ 444.90	$ 437.10	$ -	$ 290.70	$ 290.70	$ -	$ 16,976.75	$ 10,525.59	$ 13,203.16		$ 40,705.50
2	Public Participation/ Coordination		$ 995.55	$ 5,407.20	$ 4,705.00	$ -	$ 886.75	$ 821.80	$ -	$ -	$ -	$ 185.95	$ 96.90	$ 96.90	$ -	$ 13,196.05	$ 8,181.55	$ -		$ 21,377.60
3	Planning		$ 5,309.60	$ 25,684.20	$ 13,174.00	$ 20,935.75	$ -	$ 1,027.25	$ 1,277.75	$ 5,783.70	$ 5,682.30	$ 2,045.45	$ 1,550.40	$ 1,550.40	$ -	$ 84,020.80	$ 52,092.90	$ 5,966.17		$ 142,079.87
4	Data Collection/Management		$ 331.85	$ 4,506.00	$ 9,410.00	$ 728.20	$ -	$ -	$ 1,277.75	$ -	$ -	$ 743.80	$ 5,814.00	$ 5,814.00	$ -	$ 28,625.60	$ 17,747.87	$ -		$ 46,373.47
5	Project Development Planning		$ 331.85	$ 901.20	$ 1,411.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,644.55	$ 1,639.62	$ -		$ 4,284.17
6	MRGP Support		$ -	$ 450.60	$ 941.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,391.60	$ 862.79	$ -		$ 2,254.39
	Sub-Total (Tasks 1-6) ($)		**$ 9,291.80**	**$ 44,609.40**	**$ 34,817.00**	**$ 21,663.95**	**$ 1,241.45**	**$ 1,849.05**	**$ 2,555.50**	**$ 6,228.60**	**$ 6,119.40**	**$ 2,975.20**	**$ 7,752.00**	**$ 7,752.00**	**$ -**	**$ 146,855.35**	**$ 91,050.32**	**$ 19,169.33**		**$ 257,075.00**
8	State-Owned Rail Trails		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
9	Other Activities		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
	Total (All Tasks) ($)		**$ 9,291.80**	**$ 44,609.40**	**$ 34,817.00**	**$ 21,663.95**	**$ 1,241.45**	**$ 1,849.05**	**$ 2,555.50**	**$ 6,228.60**	**$ 6,119.40**	**$ 2,975.20**	**$ 7,752.00**	**$ 7,752.00**	**$ -**	**$ 146,855.35**	**$ 91,050.32**	**$ 19,169.33**		**$ 257,075.00**

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

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 $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 State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- **A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- **B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.

2. **Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.

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

4. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

   All property acquired by Subrecipient, partially or wholly funded under this Agreement, is to benefit the public by providing planning services. Subrecipient is a trustee of said property and acknowledges that State and FHWA retain a controlling interest in all such property throughout its useful life. Title to vehicles, real property, and other property with an acquisition cost of $10,000.00 or more per item continues to vest in State until State relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for State and shall be consistent with State and FHWA guidance.

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

6. **Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

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

8. **Indirect Cost Rate Proposals:** A minimum of no less than annually, the Subrecipient will prepare an Indirect Cost Rate Proposal and supporting documentation as specified in 2 CFR 225, Appendix E, and certification by the Subrecipient's chief executive officer in the form prescribed in 2 CFR 225, Appendix E, "Certificate of Indirect Costs". The Indirect Cost Rate Proposal and Certification will be for the period for which the financial assistance is requested.

   The indirect cost rate calculated in the proposal will be stated as a "fixed rate" and used in preparing the work program and budget submitted to the state in support of their application for financial assistance. The certification by the Subrecipient's chief executive officer will be included in the application.

The approved indirect rate will be stated in the financial agreement between the state and the Subrecipient as a "fixed rate" as defined in 2 CFR 225, Appendix E. In addition to stating the approved indirect rate in the financial agreement, the state will, upon the request of the Subrecipient, issue a letter to the Subrecipient confirming the rate approved for use, which the Subrecipient may use in informing other agencies awarding federal funds.

The "fixed rate" is not subject to adjustment during the period of performance of the financial agreement except upon Subrecipient's application, and State approval, to formally amend the Indirect Cost Rate Proposal. As a "fixed rate" the difference between the estimated costs and the actual, allowable costs for the period covered by the approved rate may be carried forward by the Subrecipient as an adjustment to the rate computation of a subsequent period.

The subrecipient will maintain the indirect cost rate proposal and supporting documents, and certification by the chief executive officer, for audit in accordance with 2 CFR 225 and as provided in the current Attachment C: Standard State Provisions for Contracts and Grants.

9. **Audit Requirement:** The independent audit specified in the current Attachment C: Standard State Provisions for Contracts and Grants, will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.

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

11. **Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.

    An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

12. **Notice to Bidders – Cargo Preference Requirement.** The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: https://www.fhwa.dot.gov/construction/cqit/cargo.cfm.

ATTACHMENT E
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*….which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964*.");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq), as implemented by 49 C.F.R. § 25.1 et seq.

ATTACHMENT F

Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs include in this proposal to establish billing or final indirect costs rates are allowable in accordance with the requirements of the Federal award(s) to which they apply to Title 48 CRF Chapter I Part 31. Unallowable costs have been adjusted for in allocating costs as indicated in the proposal.

(2) All costs included in the proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and VTrans will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Name of Regional Planning Commission: Central Vermont Regional Planning Commission

Signature:

Name of Official: Christian Meyer

Title: Executive Director

Date of Execution: 9/25/2025

VERMONT

State of Vermont
Agency of Transportation
Finance & Administration Division
Audit Section
219 North Main Street
Barre, VT 05641

June 9, 2025

Mr. Christian Meyer, Executive Director
Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602

Subject: Regarding Indirect Cost Recovery Rate for FY26

Dear Mr. Meyer

As you know, your regional planning commission (RPC) is a political subdivision of the state, considered a local government whose indirect rate proposal must be prepared in compliance with 2 CFR Part 200. Vermont Agency of Transportation Memorandum of Understanding MU0378, agreement executed July 1, 2023, details the conditions for preparation, submittal, and approval of RPC indirect cost rates.
.

I have reviewed your proposed indirect cost rate of **62.00%** for July 1, 2025, through June 30, 2026 based on CVRPC's audited costs for FY2024. You have certified to us, as required in the MOU, the inputs and calculations used to arrive at this rate are to the best of your knowledge compliant, accurate and true. Based upon our review and your certification, we accept this rate for conducting business with the Vermont Agency of Transportation. Please note that we may adjust this rate if we obtain additional information that warrants it. We reserve the right to audit this rate or seek further information from the independent auditors pertaining to the procedures they performed.

We look forward to continuing to work with you and your colleagues at Central Vermont Regional Planning Commission.

Sincerely,

DocuSigned by:
Kara Mayo
F398B30743C545B...

Kara Mayo
AOT Audit Specialist II
kara.j.mayo@vermont.gov

VERMONT

ATTACHMENT G

PROCUREMENT SYSTEM SELF-CERTIFICATION

In Accordance With
2 CFR 200.318 General Procurement Standards
through 2 CFR 200.326 Contract Provisions

A. ORGANIZATION'S NAME:

Central Vermont Regional Planning Commission

B. ORGANIZATION'S ADDRESS:

29 Main Street, Suite 4, Montpelier VT 05602

C. Grantee has submitted a copy of its most recently adopted document(s) dated 9/3/2024 that outline their Procurement System to VT Agency of Transportation Policy, Planning & Research Bureau. The System document(s) are also available for review at the organizations offices, upon request.

D. Organization Certification:

I, as the authorized official of the organization listed above, hereby certify that the Procurement System of the

Central Vermont Regional Planning Commission
(Organization's Name)

meets all the applicable requirements of 2 CFR 200 and where applicable, the Vermont State Administrative Bulletin 3.5.

Executed September 25, 2025.

BY: Christian Meyer

NAME: Christian Meyer

TITLE: Executive Director

Central Vermont Regional Planning Commission

4 November 2025

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

RE: Tyler Place Trib Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **Tyler Place Trib Riparian Buffer Planting**. The total cost estimate for this work is **$25,572**.

Under the terms of the Master Agreement, dated 3 May 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addendum ☒ #2024-11.07	Amendment ☐
Contract Amount: $25,572	Start Date: 4 Nov 2025	End Date: 1 Aug 2026
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025		
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 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		
Certificate of Insurance Date: 6 March 2025 Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		
Contract Total Value exceeds $250,000? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	☐ Federal	CFDA/ALN #:
		Program Title:
	☒ State	
	☐ Municipal	
	☐ Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION	
CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com	Project Contact/Manager Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: John Fowler Road Riparian Buffer Planting. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	$1,598
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	$1,200
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	$3,196
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	$1,598
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	$799
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	$14,384

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	$2,797
			Total Cost	**$25,572**

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 OCTOBER 1, 2024

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 $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 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)

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STANDARD CONTRACT
Interim Accounting Services

Part 1 – Contract Detail		
SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☒	Amendment ☐ #_____	
Contract Amount: $45,000	Contract Start Date: 10/01/2025	Contract End Date: 6/30/2026
Contractor Name: The Ijaz Group		
Contractor Physical Address: 12528 Yates Ford Road		
City: Clifton	State: VA	Zip Code: 20124
Contractor Mailing Address: PO Box 319		
City: Clifton	State: VA	Zip Code: 20124
Contract Type: Cost Reimbursement ☐ Fixed Price ☒ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ¨ Performance Period ¨ Scope of Work ¨ Other ¨ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)		
Contractor UEI: J6NJBFJ6WP35		
DUNS Registered Name *(if different than Contractor Name above):* The Ijaz Group, LLC		
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/SAM/pages/public/index.jsf . Print Screen Must be Placed in Contract File) Date: 10/28/25 Initials: nlc SAM Expiration Date: 03/04/26		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File) Date: 10/28/25 Initials: nlc Debarment Expiration Date: N/A		
Risk Assessment completed. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 10/28/25 Initials: nlc		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx. Print screen must be placed in contract file)) Date: 10/28/25 Initials: nlc		
IRS Form W9 - Request for Taxpayer Identification Number and Certification Date: 10/28/25 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: 10/28/25 Initials: nlc

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

Date: 10/28/25 Initials: nlc

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

Date: 10/28/25 Initials: nlc

SECTION 3 – FUNDING SOURCE

Funding Type: ☐ Federal CFDA #: Program Title:
FAIN: Amount of Federal Funding: $
Federal Awarding Agency:
Federal Award Date: Project Description:
☐ State Contract #:
☒ Other Source: Administration (incorporated into indirect rate)

SECTION 4 – CONTACT INFORMATION

CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Project Contact/Manager Name: Ahsan Ijaz Title: Chief Executive Officer Work Phone: 703-622-8890 Email: aijaz@ijazgroup.com
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Ahsan Ijaz Title: Chief Executive Officer Work Phone: 703-622-8890 Email: aijaz@ijazgroup.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 Ijaz Group LLC with its principal place of business at 12528 Yates Ford Road, Clifton, VA 20124 (hereafter called "Contractor"). Contractor's form of business organization is limited liability company. 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 interim accounting services relating to CVRPC. 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 $45,000.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2025 and end no later than June 30, 2026.

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 Contractor by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 20 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
Attachment D - Provisions for Federally Funded Agreements
Attachment E - Other 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 E (if applicable)
3) Attachment D (if 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:		**For the Contractor:**	
Signature:		Signature:	
Name:	Christian Meyer	Name:	Ahsan Ijaz
Title:	Executive Director	Title:	Chief Executive Officer
Date:		Date:	

ATTACHMENT A

Scope of Work to be Performed

Objective: The Contractor shall perform accounting services including full charge bookkeeping, preparing for and participating in the Commission's FY2025 audit. If requested, services may also include training financial management staff, adapting and strengthening internal controls, and updates to the existing financial system. This service period begins October 1, 2025 and will not expected to extend beyond June 30, 2026. Nothing in this agreement bars CVRPC from entering into a new service agreement following a standard procurement process.

ACTIVITY(S) TO BE PERFORMED

1) Perform Accounting Services. Typical services include, but are not limited to:
   - Payroll including tax and benefit payments and reporting.
   - Invoicing and record deposits
   - Payables (CVRPC will code for appropriate jobs and items)
   - Reconciling cash accounts
   - Provide monthly financial statements and a monthly financial report for the Executive Director and Executive Committee
   - Participate in monthly Executive Committee meetings as requested to report on finances
   - Update the financial system as needed to improve performance and to accommodate changing requirements
   - Complete accounting and fiscal agent services for the outside organizations served by CVRPC
   - Preparation and negotiation of the indirect cost proposal
   - Work with CVRPC's Office Manager to:
     - identify where internal controls should be strengthened,
     - document modifications to internal controls and administrative procedures affected by accounting services, and
     - identify policies and procedures that CVRPC should develop or update
   - Other duties as necessary

2) Prepare for and Participate in CVRPC's Annual Audit. Typical services include, but are not limited to:
   - Assemble and prepare documents required by the auditor
   - Verify and, if necessary, reconcile revenues and expenses
   - Prepare schedule of federal expenditures
   - Reconcile year end expenses and bank statements
   - Reconcile payroll taxes with reporting
   - Update equipment inventory
   - Update depreciation schedule
   - Prepare list of year-end accounts payable and accrued expenses
   - Reconcile deferred grant revenue and refundable advances from funders
   - Reconcile of net assets classifications
   - Participate in audit field work and response to questions and requests from the auditor

- Complete other duties as necessary

3) Other Services (as requested by CVRPC)
   - Advise CVRPC on adapting and strengthening internal controls.
   - Provide input into documentation of administrative procedures as they relate to financial system management.
   - Assist CVRPC in hiring financial staff if CVRPC elects to do so at the conclusion of this contract. This would include advising CVRPC on skills and knowledge required, reviewing resumes, participating in interviews, and other tasks requested by CVRPC. The decision on which candidate to hire will be made by CVRPC.
   - As appropriate, train CVRPC financial staff to operate the financial system successfully.
   - Insure the updated financial system is operating as intended if run by CVRPC staff for an additional one-year period beyond the advertised 3-year term of this contract.

The Contractor will work with CVRPC's Office Manager. The Office Manager will complete financial filing, track Paid Time Office from information in QuickBooks, enter payables, enter credit card transactions, mail payments, and complete other clerical work associated with finance. The full scope of the Office Manager's assistance will be negotiated between CVRPC and the Contractor.

PERFORMANCE MEASURES

Milestones

Working with CVRPC's Executive Director and Secretary/Treasurer:

- Prepare invoices for grants and agreements monthly or as otherwise required by specific grants, agreements, and contracts.
- Pay bills on time and no less than bi-weekly.
- Prepare monthly financial statements with an accompanying written report for the Executive Committee at least one week prior to the Committee's monthly meeting.
- Prepare for the audit by September 15th of each year. Participate in the audit, which is generally scheduled for mid-September through early October each year. CVRPC's audit must be completed and submitted to agencies by November 30th annually.
- Develop CVRPC's indirect cost proposal for review and signature by the Executive Director and submittal to the Vermont Agency of Transportation by December 31st annually.

Requirements

CVRPC's financial information system must meet requirements in 2 CFR Part 200, requirements for State of Vermont grantees and contractors, other applicable laws and requirements, and best management practices.

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

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

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the Standard Contract.

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

Payment. Work performed will be paid as follows: Work performed will be paid on a Fixed Price basis.

FIXED PRICE (DELIVERABLES):

Contractor shall submit invoices to the CVRPC in accordance with the following schedule:

Deliverable	*Completed By*	*Invoice Amount*
Monthly accounting services as outlined in scope of services	Monthly on 15th of month	$5,000.00

COST REIMBURSEMENT: Work that falls outside of scope and performed with prior consent of CVRPC:

Labor Category	*Billable Rate*
Director	$300
Senior Manager	$250
Manager	$220
Senior Associate	$160
Associate	$100

The CVRPC shall pay, or cause to be paid, to the Contractor 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 Contractor shall immediately notify CVRPC prior to completing work outside the scope of work for which an additional fee may be charged. CVRPC is not obligated to authorize additional expenditures. The Contractor will not be paid for any services or expenses which have not been previously approved by CVRPC.

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

Invoicing. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by CVRPC.

All invoices shall be sent to: CVRPC Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602
meyer@cvregion.com

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

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 Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Significant Development Report. The Contractor 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 Contractor'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 Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by CVRPC.

CVRPC must submit at least monthly financial reports and invoices to its funders. It is imperative that the Contractor 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 Contractor, 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)

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Standard Contract - Amendment

Grant Implementation for 2025 EPA Brownfield Assessment Coalition Grant and Revolving Loan Fund Grant

Part 1 – Contract Detail			
SECTION 1 - GENERAL CONTRACT INFORMATION			
Original		Amendment #2024-22.1	
Contract Amount: $ 1,224,710	Start Date: 10/28/24	End Date: 09/30/2030	
Contractor Name: Montrose Environmental Solutions, Inc.			
Contractor Physical Address: Innovation Square 100 S. Clinton Avenue, Suite 2330			
City: Rochester		State: NY	Zip Code: 14604
Contractor Mailing Address: same			
City:		State:	Zip Code:
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)			
If this action is an amendment, the following is amended: Funding Amount ☒ Performance Period ☒ Scope of Work ☒ Other ☐ (please specify)			
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)			
Contractor UEI: U423S3MV3V53			
UEI Registered Name *(if different than Contractor Name above): Montrose Environmental Group, Inc.*			
SAM checked for UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File) Date: 10/21/25 Initials: nlc SAM Expiration Date: 10/20/26			
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File) Date: 10/21/25 Initials: nlc Debarment Expiration Date: N/A			
Risk Assessment completed (Questions for contractor at ..\..\..\Forms\Risk Assessment_Contractor Questions.docx. Staff completes assessment at ..\..\..\Forms\Risk Assessment_Contractor.docx. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 10/23/25 Initials: nlc			
Single Audit check in Federal Audit Clearinghouse (https://app.fac.gov/dissemination/search/). Print screen must be placed in contract file)) Date: Date: 10/21/25 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: 10/21/25 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: 10/23/25 Initials: nlc

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒

[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 10/23/25 Initials: nlc

Contract Total Value exceeds $250,000? Yes ☒ No☐

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 10/23/25 Initials: nlc

SECTION 3 – FUNDING SOURCE

Awarding Entity: U.S. Environmental Protection Agency (EPA)
Agency of Commerce and Community Development

Contract #: Assessment Grant: *BF-00A01672*; *RLF Grant: 4B-00A01670;* ACCD 07110-RPC-2025-04

Funding Type:
☒ Federal — CFDA/ALN #: 66.818
Program Title: Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements
☒ State — State funding limited for grant writing phase
☐ Municipal
☐ Other
Source:

Agreement #: *See contract numbers in row above.*

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator
Name: Eli Toohey
Title: Planner
Work Phone: 802.229.0389
Email: toohey@cvregion.com

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

CONTRACTOR

Project Contact/Manager
Name: Andrea Pedersen
Title: Principal
Work Phone: 425-308-1727
Email: anpedersen@montrose-env.com

Finance/Billing
Name: Christina Ufland
Title:
Work Phone: 279-234-8205
Email: cytaylor@montrose-env.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 Montrose Environmental Solutions, Inc. with its principal place of business at Innovation Square, 100 S. Clinton Avenue, Suite 2330, Rochester, NY 14604 (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 for grant writing and implementation of Brownfields Assessment and RLF Grant. 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 $1,224,710. Detailed payment provisions for each phase of this agreement are included in Attachment B.

4. Contract Term. The period of contractor's performance shall begin on October 28, 2024, and end on September 30, 2030.

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.

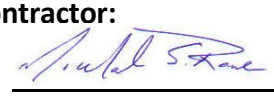
8. Attachments. This contract consists of 15 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions and Monitoring & Reporting Requirements
Attachment C - Standard Agreement Provisions (effective date 10/1/24)
Attachment D - Provisions for Federally Funded Agreements
Attachment E - Other Provisions
Attachment F – Program Forms (not applicable)
Attachment G – Technical Proposal by Montrose Environmental Solutions, Inc.
Attachment H – Cost Proposal by Montrose Environmental Solutions, Inc.

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 – Cooperative Agreement Work Plans
3) Attachment D – Cooperative Agreements
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)
8) Attachment G – Technical Proposal by Montrose Environmental Solutions, Inc.
9) Attachment H – Cost Proposal by Montrose Environmental Solutions, Inc.

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

For the CVRPC:		**For the Contractor:**	
Signature:		Signature:	
Name:	Christian Meyer	Name:	Sean Rome
Title:	Executive Director	Title:	Senior Vice President
Date:		Date:	October 31, 2025

ATTACHMENT A

Scope of Work to be Performed

Objective:

A qualified environmental (QEP) consulting and/or planning firm to provide assistance with: (a) securing United States Environmental Protection Agency (U.S. EPA) grants for the assessment, cleanup, or redevelopment of Brownfields properties within Washington and Orange Counties of VT, specifically the 23 towns that make up the CVRPC region and (b) implementation of environmental assessment, remedial planning, community outreach, and other environmental or planning components of grants for which funding is secured. The initial focus for the contract will be securing a U.S. EPA assessment coalition grant and a U.S. EPA Revolving Loan Fund grant as part of the U.S. EPA's annual Brownfields Grant Competition, for which grant applications will be due November 14, 2024. This solicitation is being issued in part to comply with Federal procurement standards outlined in CFR §200.317-327 and Appendix A to 40 CFR part 33 that are applicable to hiring of contractors to assist communities with grants awarded by the U.S. EPA, provided a fair and reasonable compensation is negotiated in accordance with 2 CFR 1500.

Activity(s) to be Performed:

Grant Implementation Activities

I. Scope of Services / Scope of Work
   a. Services will be provided in accordance with the Technical Proposal titled, "EPA Brownfield Grant Application & Implementation Assistance" (dated October 10, 2024), provided as **Attachment G**. Additionally, services will be performed in accordance with the Cooperative Agreement (CA) Work Plans established between the Central Vermont Regional Planning Commission (CVRPC) and the U.S. Environmental Protection Agency (EPA) provided as **Attachment E**.

II. Schedule
   a. The project period for contractual services for the EPA Brownfield Assessment Coalition Grant is September 1, 2025 – September 30, 2029. The project period for contractual services for the EPA Brownfield Revolving Loan Fund (RLF) Grant is September 1, 2025 – September 30, 2030.

III. Compensation / Budget
   a. Assessment and RLF Grant implementation services will be provided on a time and materials basis in accordance with the rates provided in the Cost Proposal titled, "EPA Brownfield Grant Application & Implementation Assistance" (dated October 10, 2024), provided as **Attachment H**. The not-to-exceed budget for contractual services is established in the CA Work Plans provided as **Attachment E**.

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

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.

Phase	Task	Value	Date of Completion
Phase 1	Grant Writing for EPA Brownfields Coalition Assessment Grant and EPA Brownfields Revolving Loan Fund Grant	$3,000	November 30, 2024
Phase 2	QEP for EPA Brownfields Coalition Assessment Grant	$1,055,710	September 30, 2029
Phase 3	QEP for EPA Brownfields Revolving Loan Fund Grant	$169,000	September 30, 2030

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.

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) The Party shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

32) The Party is assumed to be thoroughly familiar with all requirements of the Agreement and specifications, having investigated the site and satisfied his/herself regarding the character of the work and local conditions that may affect performance.

33) The Party shall be responsible for any damage occurring to the existing premises during a construction project.

34) **The Party** shall take extreme care to avoid pollution of surface water, groundwater, and air.

35) CVRPC shall not be held responsible for any damage caused by vandalism to either the project or the Party's property.

36) The Party shall remove from the site all construction equipment, materials, and debris caused by the project at the conclusion of the project.

37) The Party shall be responsible for safety on the job. The Party shall take due care to protect the public. The Party shall protect the rights and property of adjacent land owners and shall be fully responsible for any damage beyond the limits of construction shown on plans. The Party shall take due care to protect the property of CVRPC. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Party's expense.

(End of Standard Provisions)

ATTACHMENT D

Provisions for Federally Funded Agreements

This Agreement is funded in whole or in part by federal funds. As such, the following additional provisions apply.

- Cooperative Agreement No. BF-00A01672 for EPA Brownfield Assessment Coalition Grant
- Cooperative Agreement No. 4B-00A01670 for EPA Brownfield Revolving Loan Fund Grant

1. Federal Requirements Pertaining to All Grants and Subrecipient Agreements:

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 CVRPC and 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.

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 (COSO).

C. Mandatory Disclosures - In accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CVRPC and 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.

2. Other Provisions for Federally Funded Agreements:

A. Davis-Bacon Act - While activities conducted under brownfield assessment grants do not generally involve construction, alteration, and repair within the meaning of the Davis-Bacon Act, if unique circumstances exist (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity, the Party shall notify CVRPC in writing. The Party shall be subject to the Davis Bacon Act wage determination, including submitting timesheets and being subject to all the reporting and monitoring requirements in the Davis Bacon Act.

B. Certification - By signing this Agreement, the Party certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Party shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section .1352, Tile 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

D. Procurement of Recovered Materials - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

E. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Central Vermont Regional Planning Commission and the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Central Vermont Regional Planning Commission and the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

G. Contractor Breach, Errors and Omissions

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the Central Vermont Regional Planning Commission (CVRPC), and a contractor may be liable for the CVRPC's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the CVRPC's review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the CVRPC provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

H. Termination for Convenience

1. General
    a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Central Vermont Regional

Planning Commission (CVRPC), the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.

c. No compensation will be allowed for items eliminated from the Contract.

d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations - After receipt of the Notice of Termination and except as otherwise directed by the CVRPC, the Contractor shall immediately proceed to:

   a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.

   b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

   c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

   d. Transfer to the CVRPC all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the CVRPC.

   e. Take other action as may be necessary or as directed by the CVRPC for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the CVRPC has or may acquire any interest.

   f. Make available to the CVRPC all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor - After receipt of the Notice of Termination from the CVRPC, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the CVRPC may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation - Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the CVRPC. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

I. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In connection with this contract, Contractors and Subcontractors are prohibited from:

1. Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

    a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

    b. Telecommunications or video surveillance services provided by such entities or using such equipment.

    c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also § 200.471.

J. Suspension and Debarment - This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CVRPC. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CVRPC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

K. Domestic Preference for Procurements - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

L. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms

1. Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps must include:
    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section

M. Subcontracts - Contractor shall include all above provisions in all subcontracts for work performed related to this contract.

ATTACHMENT E

Other Provisions

- Cooperative Agreement Work Plan for EPA Brownfield Assessment Coalition Grant
- Cooperative Agreement Work Plan for EPA Brownfield Revolving Loan Fund Grant

ASSESSMENT WORKPLAN

Central Vermont Regional Planning Commission
Workplan for CERCLA Section 104(k) Assessment Cooperative Agreement
Community Wide Period of Performance: 05/16/2025 - 9/30/2029

1. CFDA: 66.818 Multipurpose, Assessment, Cleanup, and Revolving Loan Fund Grants

OBJECTIVE: The Small Business Liability Relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The act amended the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. The Brownfields Utilization, Investment, and Local Development (BUILD) Act of March 2018 reauthorized and amended the Brownfields provisions of CERCLA. Pursuant to these provisions, EPA conducts annual Brownfields grant competitions. Recipients are selected from applications prepared in accordance with the "Application Guidelines for Brownfields Assessment, RLF, and Cleanup Grants," and submitted in a national competition. The Central Vermont Regional Planning Commission (CVRPC), as a is the regional planning commission for all twenty municipalities in Washington County and three municipalities in Orange County, Vermont, was selected for Assessment funding in the FY 2025 competition.

The Central Vermont region is comprised of 23 small municipalities with the sister cities of Barre and Montpelier serving as the region's economic engine. Barre (pop. 8,488) and Montpelier (pop. 8,030) are the largest cities in the region with Montpelier serving as the Capital City (the least populated capital city in the US). Situated between the two cities is the small Town of Berlin (pop. 2,859) which serves as the region's commercial center. The Coalition members include Barre City, Vermont Economic Development Corporation (EDC) and Downstreet Housing & Community Development (Downstreet). The project area includes Washington and Orange County with an emphasis on the Target Areas (TAs) the Coalition members represent within Barre, Berlin and Montpelier – areas that have suffered significant devastation caused by three catastrophic floods in July 2023, December 2023, and July 2024. With multiple rivers and federally-designated floodplains located throughout its valleys, Central Vermont has a centuries-old history of flooding and the frequency and intensity of these events has become more extreme over the past 20 years. When the 2023 and 2024 floodwaters subsided, Montpelier, Barre and Berlin looked like a battlefield. Barre was the hardest-hit area in the region, with the Winooski River and its six tributaries jumping their banks and devastating the City, carrying cars and other solid and hazardous materials into the rivers. Unlike previous flood events the community has recovered from, these three events not only had floodwaters surging into the basements of buildings but also filling the first floors, causing complete destruction and rendering them uninhabitable. The impacts also included large sinkholes on dozens of properties and several neighborhoods have been condemned due to ongoing risks of landslides. There is an overwhelming amount of work to be done to help restore the TAs and plan for climate adaptation. Hundreds of households were displaced by the floods and over 100 buyouts[1] have been completed to date for properties damaged beyond repair. Over 200 additional buyout applications have been submitted. In addition to being filled with mold caused by flood damage, most of the structures in this area were built in the late 1800s/early 1900s and likely contain regulated building materials (RBMs) such as lead-based paint (LBP), asbestos-containing

[1] With funding assistance by Federal Emergency Management Agency (FEMA), local municipalities have the option to pay property owners a fair price for flood-damaged properties with the condition that the municipality will not rebuild on the property and will restore it as greenspace. FEMA funds can only be used to acquire the property and cannot be used to fund the environmental studies necessary to facilitate the property transactions and plan for cleanup and restoration.

materials (ACM), and Polychlorinated Biphenyls (PCBs). Railyards and former industrial sites (granite quarries, sheds, and supporting works) are also scattered throughout the area creating concern about floodwaters carrying contaminants offsite and through surrounding neighborhoods. The Coalition will use the EPA Grant to address priority brownfields through assessment and cleanup planning and plan for nature-based restoration that will improve climate resiliency through flood mitigation.

Cooperative agreement funding will be used to cover the costs of activities at or in direct support of Brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative agreement will be carried out by the CVRPC Project Manager, assisted by the Senior Planner/GIS Program Manager, the Accounting Manager, and the Executive Director, with technical assistance and oversight to be performed by a Qualified Environmental Professional (QEP) and the Vermont Department of Environmental Conservation (VTDEC) under their Voluntary Cleanup Program (Brownfields Reuse and Environmental Liability Limitation Act [BRELLA]).

2. FUNDING: $1,200,000.00

3. BUDGET

	Task 1: Project Mgmt., Reporting & Other Eligible Activities	Task 2: Community Engagement & Brownfield Site Inventory	Task 3: Site-Specific Activities	Total
Personnel	$19,578	$21,305	$14,396	**$55,279**
Fringe Benefits	$6,656	$7,244	$4,895	**$18,795**
Travel	$22,416	$0	$0	**$22,416**
Equipment	- 0 -	- 0 -	- 0 -	**- 0 -**
Supplies	- 0 -	- 0 -	- 0 -	**- 0 -**
Contractual	$40,000	$45,000	$970,510	**$1,055,510**
Other	- 0 -	- 0 -	- 0 -	**- 0 -**
Total Direct	**$88,650**	**$73,549**	**$989,801**	**$1,152,000**
Indirect Costs	**$16,000**	**$16,000**	**$16,000**	**$48,000**
Total	**$104,650**	**$89,549**	**$1,005,801**	**$1,200,000**

4. WORKPLAN TASKS

Task 1: Project Management, Reporting & Other Eligible Activities

Task 1 - Project Mgmt., Reporting & Other Eligible Activities Subtasks (Commitments)	Anticipated Outputs (activities, deliverables, reports) and Anticipated Outcomes (results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Obtain Qualified Environmental Professional (QEP) and legal services (if necessary): • Prepare Request for Qualifications (RFQ), evaluate applications, & hire QEP • Obtain legal services for title searches, contract reviews, etc. (as needed)	**Outputs**: • RFQ and documentation of meeting of open competition • Contract with QEP for grant implementation scope of services **Outcomes**: • High quality products and services to meet project needs • Maintain a high level of work effort	• QEP Procurement: Oct. 2024 • Legal Services: Ongoing (as needed)	Initial QEP procurement was completed Oct. 2024 (in accordance with 2 CFR 200.317-326) and a contract was executed with a team lead by Montrose Environmental Solutions, Inc.
Reporting: • Prepare MBE/WBE annually, and FFR form at the end of the reporting period • Enter site data in ACRES • Prepare Quarterly Reports (QR) via ACRES • Prepare final report and grant closeout material	Outputs: • Quarterly reports and other forms; updated ACRES database; final report and closeout forms • "Success Story" fact sheets Outcomes: • Regular communication of project status and next steps; current database for congressional reporting	• First QR due by 1/30/2026 and then quarterly thereafter • ACRES updates every quarter (or more frequently as needed) • MBE/WBE forms submitted annually by 9/30 • SF425 FFR submitted annually by 10/30 • Final Performance Report & forms due within 90 days of project end date.	

Task 1 - Project Mgmt., Reporting & Other Eligible Activities Subtasks (Commitments)	Anticipated Outputs (activities, deliverables, reports) and Anticipated Outcomes (results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Records: • Maintain grant files • Maintain site project files • Maintain financial records	Outputs: • Accurate and complete files suitable for audit purposes Outcomes: • High quality project records reflective of the work performed	05/2025 and thereafter throughout the grant period.	
Requests for reimbursements or advances • Submit grant drawdown requests via asap.gov	Outputs: • Drawdowns from ASAP.gov Outcomes: • Reduce unliquidated obligations	10/2025 and thereafter throughout the grant period.	
Training: • Attend Region 1 new grantee training (June 2025 in Boston, MA) • Attend 2025 National Brownfields Conference (August 2025 in Chicago, IL) • Attend 2026 EPA Region 1 Brownfields Summit (December 2026 in Newport, RI) • Attend 2027 National Brownfields Conference (date and location TBD)	Outputs: • Attend new grantee training • Attend National Brownfields Conference in Chicago (2025) and Future Location TBD (2027) • Attend NE Brownfields Summits Outcomes: • Improve Brownfields knowledge and expand networking opportunities	• New Grantee Training: June 2025 (pre-award) • National Brownfield Conference: August 2025 (pre-award) • EPA Region 1 Brownfields Summit: December 2026	• New Grantee Training: June 2025 (pre-award)

Task 2: Community Engagement & Brownfield Site Inventory

Task 2 – Community Engagement & Brownfield Site Inventory Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Brownfields Advisory Committee (BAC) & Community Meetings: • Expand existing BAC (comprised of the local governmental partners, new non-profit Coalition partners, and community- based organizations [CBOs]) and host regular meetings to inform the project • Seek additional projects partners to join the BAC throughout the project • Meet with local CBOs and/or attend local meetings	Outputs: • Monthly BAC meetings including meeting agendas, meeting notes, and other relevant materials. • Presentations at other community meetings/events (as appropriate) Outcomes: • An active and motivated workgroup driving brownfield-related initiatives • Improve community knowledge of brownfield-related issues and identify potential brownfield sites • Solicit, discuss and implement meaningful public input into the grant process	• Present project information at existing BAC Meetings beginning 07/2025 • Ongoing BAC meetings (anticipate monthly meetings)	

Task 2 – Community Engagement & Brownfield Site Inventory Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Develop Marketing Materials: • Develop fact sheets/ brochures targeting private and public property owners, lenders, developers, and other stakeholders • Develop Site Assessment Process Guide for stakeholders/property owners detailing what to expect if grant-funded activities are approved for their property • Develop Site Nomination Form for property owners/ stakeholders to nominate sites for use of grant funds • Develop Property Access Agreement for property owners • Update existing brownfield webpage information about EPA Brownfield Grant and resources • Publish program info in local newspapers and broadcast program info via public service announcements (PSAs) on local radio stations (as necessary)	Outputs: • Individual fact sheet prepared for community members and property owners • Site Assessment Process Guide for property owners and stakeholders • Site Nomination Form • Property Access Agreement • Easy to navigate, informative webpage • Public notices in the local newspaper and/or PSAs on local radio stations Outcomes: • Up-to-date marketing tools to promote project work and disseminate information • Improve community knowledge of brownfield- related issues • Promote/describe opportunities for public involvement	• Site Nomination Form: 08/2025 • Property Access Agreement Template: 08/2025 • Project Fact Sheets: 08/2025 • Site Assessment Process Guide: 08/2025 • Project webpage content: 08/2025 (and updated as needed throughout project) • Other materials: Develop as needed • Public Notices: Develop as needed to announce public meetings, etc.	
Implement outreach strategy in target areas: • Meet with local community organizations and/or attend local town selectman meetings • Publish program info in local papers and post notices in town halls & community centers	Outputs: • Give brownfield presentations at existing and/or project-specific community meetings • Publish program info and ads related to requesting comments on cleanup plans Outcomes: • Improve community knowledge on brownfield issues and identify potential brownfield sites	10/2025 - Ongoing	
Hold local public meeting for cleanup and reuse planning activities:	Outputs:	10/2025 - Ongoing	

Task 2 – Community Engagement & Brownfield Site Inventory Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
• Discuss Phase II results, proposed cleanup options/methodology, and redevelopment plans/options	• Minimum # of local public meetings, presentation materials, attendance list Outcomes: • Encourage public participation and support of BF project(s) going forward		
Site inventory: • Gather recognized and potential brownfields sites in target areas • Enter sites on GIS mapping tool	Outputs: • GIS map of potential brownfield sites Outcomes: • Graphical capturing of brownfield sites for planning and marketing work	10/2025 - Ongoing	

Task 3: Site-Specific Activities

Task 3 – Site-Specific Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Eligibility Determination (ED) Requests: • Prepare and submit ED requests to EPA and VTDEC (for petroleum-impacted sites) for use of grant funds for each site selected for assessment activities.	Outputs: • Prepare ED requests for high priority sites Outcomes: • EPA and VTDEC approval to proceed with assessment activities on eligible sites	08/2025-Ongoing	
Comprehensive Quality Assurance Project Plan (QAPP): • Develop Comprehensive QAPP for EPA and DEC approval	Outputs: • Comprehensive QAPP Outcomes: • Greener and more sustainable site assessment techniques utilized	• Draft QAPP: submitted to EPA and VTDEC by 10/2025 • Final QAPP: submitted to EPA and VTDEC within three weeks of receiving comments	
Phase I ESAs: • Conduct planning meeting with QEP to discuss approved sites • Execute Property Access Agreements with property owners/tenants	Outputs: • Internal planning meetings for sites approved by EPA and VTDEC (if applicable)	09/2025-Ongoing	

Task 3 – Site-Specific Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
• Prepare site-specific Health and Safety Plans (HASPs) • Complete Phase I ESAs (in compliance with ASTM E1527-21) at an estimated 22 high priority sites	• Execute Property Access Agreements authorizing the QEP to perform ESA activities • Site-specific HASPs • Phase I ESA All Appropriate Inquiry (AAI) Checklist for EPA • Phase I ESA Reports for high priority sites approved by EPA and the VTDEC (if applicable) Outcomes: • Obtain EPA and/or VTDEC approval for use of grant funds for each priority site • ACRES database updates • Assess potential for contamination based on past and current site uses • Evaluate need for Phase II ESAs and cleanup • Utilize greener and more sustainable site assessment techniques when possible (e.g. use hybrid vehicles for travel, use electronic field tablets instead of paper forms, turn off idle vehicles and coordinate site visits for multiple sites to reduce emissions outputs, etc.) • Total parcels and total acres assessed		
Phase II ESAs: • Execute Property Access Agreements (if not previously completed for Phase I ESA) • Prepare site-specific Sampling and Analysis Plans (SAPs) • Prepare site-specific HASPs (or update HASPs previously completed for Phase I ESAs) • Complete Phase II ESAs (which will include detailed conclusions and recommendations for next steps in the final report) at an estimated 14 high priority sites	Outputs: • Internal planning meetings for sites approved by EPA and/or VTDEC for assessment activities • Execute Property Access Agreements authorizing the QEP to perform ESA activities • Site-specific HASPs • Prepare SAPs for each site where Phase II ESA activities will be performed • Phase II ESA Reports for high priority sites • Internal planning meetings for sites approved by EPA and/or the	10/2025-Ongoing	

Task 3 – Site-Specific Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
• Complete RBM Surveys for an estimated 10 high priority sites (work will either be completed as part of Phase II ESA activities or separately if Phase II ESA activities are not required)	VTDEC for supplemental assessment and/or cleanup/reuse planning activities Outcomes: • Obtain EPA and/or VTDEC approval for use of grant funds for each priority site • ACRES database updates • Assess potential for contamination based on past and current site uses • Confirm sampling and analytical strategies, methods and procedures meet EPA and VTDEC requirements • Quality assurance/control procedures applicable throughout the life of the project • Characterize site conditions • Evaluate risks to human health and the environment • Utilize greener and more sustainable site assessment techniques when possible (e.g. use hybrid vehicles for travel, use electronic field tablets instead of paper forms, turn off idle vehicles and drill rigs and coordinate field work on multiple sites when feasible to reduce emissions outputs, etc.) • Total parcels and total acres assessed		
ECAAs & CAPs • Develop ECAAs/ABCAs and/or CAPs for an estimated 10 high priority sites	Outputs: • Internal planning meetings for sites approved by EPA and/or VTDEC for cleanup planning activities • Produce ECAAs/ABCAs and CAPs for priority sites Outcomes: • Total parcels and total acres ready for cleanup • Facilitate property transfers and redevelopment	03/2026-Ongoing	

Task 3 – Site-Specific Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
	• Develop greener and more sustainable plans for cleanup • Develop cleanup strategies for high priority brownfield sites		
Reuse Plans Develop site-specific reuse plans for an estimated 6 high priority sites	Outputs: • Internal planning meetings for sites approved by EPA and/or the VTDEC for site reuse planning activities • Produce site reuse plans for priority sites Outcomes: • Total parcels and total acres ready for redevelopment • Facilitate property transfers and redevelopment • Develop reuse/redevelopment strategies for high priority brownfield sites	03/2026-Ongoing	
Resilient and greener cleanup plans • Evaluate the extreme weather vulnerability of a site and potential cleanup alternatives • Include extreme weather vulnerability in the effectiveness evaluation of cleanup alternatives • Incorporate resilient and green remediation principles/techniques into the cleanup and reuse plan for your project	Outputs: • Resiliency and greener cleanup language in ABCA and RFP • Track and report resiliency and greener cleanup efforts in ACRES Outcomes: • Resilient and more sustainable plans for cleanup	Before, during, and after assessment activities	
BRELLA Enrollment • Enrollment of an estimated 8 sites in VTDEC's BRELLA Program	Outputs: • BRELLA Enrollment applications Outcomes: • Ongoing support/guidance from VTDEC on brownfields-related issues	12/2025-Ongoing	

5. QUALITY ASSURANCE

Prior to undertaking Phase II assessments, the CVRPC will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region 1 Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II assessments. QAPP approval will be obtained prior to performing any field activities.

6. PRE-AWARD COSTS

CVRPC requests the approval of pre-award costs for this cooperative agreement. It is estimated we will need $50,000.00 to complete the following activities:

- Two CVRPC staff attended the Region 1 new grantee training in June 2025.
- One to two CVRPC staff and/or coalition members plan to attend the National Brownfield Conference in August 2025.
- Prepare Generic Quality Assurance Project Plan (QAPP).
- Initiate site eligibility process for high priority sites.
- Initiate Phase I and II Environmental Site Assessment activities for high priority sites.
- Initiate development of project-specific webpage.

7. BUDGET DETAIL - Attachment 1

REVOLVING LOAN FUND WORKPLAN

Central Vermont Regional Planning Commission
Workplan for CERCLA Section 104(k) Revolving Loan Fund Cooperative Agreement
Period of Performance: 5/16/2025 – 9/30/2030

1. CFDA: 66.818 Multipurpose, Assessment, Cleanup, and Revolving Loan Fund Grants

OBJECTIVE: The Small Business Liability Relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. The Brownfields Utilization, Investment, and Local Development (BUILD) Act of March 2018 reauthorized and amended the Brownfields provisions of CERCLA. Finally, the Infrastructure Investment and Jobs Act (IIJA) of November 2021 provided additional funding and opportunities for communities to address the economic, social, and environmental challenges caused by brownfields sites. In accordance with the FY25 Revolving Loan Fund cooperative agreement competition, The Central Vermont Regional Planning Commission (CVRPC) received funding to capitalize a Revolving Loan Fund and provide loans and subgrants for brownfield cleanups.

CVRPC's RLF program will provide critical financial tools to advance cleanup and reuse of brownfield sites throughout its service area of Washington and Orange Counties. Sites in downtowns and designated village centers, including locations with a strong potential for affordable housing or economic development in historically disinvested communities will be prioritized. Cleanup financing will address contamination from historic industrial operations including petroleum, solvents, metals, and asbestos-containing materials.

The RLF will be structured to ensure transparency, public engagement, and timely implementation. Eligible borrowers and subgrantees will include municipalities, nonprofits, and private entities. The program includes technical support, oversight by Qualified Environmental Professionals (QEPs), and compliance with Vermont Department of Environmental Conservation Brownfields Reuse and Environmental Liability Limitation Program (BRELLA) and other state regulatory requirements.

The program supports CVRPC's broader goals of equitable redevelopment, resiliency, and reducing environmental burdens on the population. The RLF will be used to:

- Provide direct cleanup loans and subgrants
- Procure technical and legal support
- Conduct outreach and engagement with communities
- Maintain financial and programmatic oversight in compliance with EPA requirements

Cooperative agreement funding will be used to cover the costs of eligible tasks and activities at or in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative agreement will be carried out by the Project Manager, assisted by the Funds Manager and the Legal Counsel, with technical assistance and oversight to be

performed by a Qualified Environmental Professional (QEP) and in compliance the state Voluntary Cleanup Program (VCP).

Describe your RLF Program:
The CVRPC is the regional planning and economic development corporation that serves the communities and businesses in Washington and Orange Counites. As a development corporation, CVRPC has the ability and legal authority to make and manage loans and subgrants.

Geographic Boundaries:
The geographic scope for the RLF program includes the legal jurisdiction of CVRPC, Washington and Orange counties (as stated on the cover page of the grant application), and 23 municipalities contained within that geographic area. The priority area for projects is Barre City but all projects withing CVRPC's jurisdiction will be considered and reviewed by the Brownfield Advisory Committee.

Project Management Structure:
CVRPC Staff:

- Christin Meyer, Executive Director, will oversee cooperative agreement activities and other CVRPC staff.
- Elaine (Eli) Toohey, Community Development Planner, will serve as the project manager for CVRPC's RLF program and manage day to day operations.
- Brian Voight, Senior Planner/GIS Program Manager, will support cartographic production and spatial analysis.
- Dee Gish, Accounting Manager, will provide financial management of the RLF.

Fund Manager:

- A fund manager will be procured to provide financial oversight of subawards, underwriting, and loan maintenance. Procurement will adhere to 2 CFR Part 200, 2 CFR Part 1500, and EPA's guidance documents (*Best Practice Guide for Procuring Services* and *Guidance on Competitively Procuring a Contractor*).

QEP:

- Montrose Environmental Solutions, Inc. (Montrose) will provide support on cleanup oversight. The point of contact for Montrose will be Andrea Pedersen P: (425) 308-1727 | E: anpedersen@montrose-env.com

Legal Counsel**:**

- For initial drafts and reviews of loan and subgrant agreements legal counsel will be procured to ensure compliance with application requirements once the cooperative agreement begins. Procurement will adhere to 2 CFR Part 200, 2 CFR Part 1500, and EPA's guidance documents (*Best Practice Guide for Procuring Services* and *Guidance on Competitively Procuring a Contractor*).

RLF Sub Committee:

- An RLF Sub Committee of the Brownfield Advisory Committee will be formed to review applications, recommends funding awards, and ensures compliance with selection

criteria. This group will be constituted of volunteers once the cooperative agreement is awarded.

Procedures and Policies:
Specific polies for loans and subgrants, a ranking matrix, underwriting procedures, interest rate structure, and loan terms, will be established prior to executing the first loan or subgrant. These will be developed and adopted by the RLF sub committee. Broadly speaking, criteria for subawards will be structured around location of a project in the target area or a disadvantaged census tract, proposed reuse, alignment with community vision, alignment with community need, community benefits, expected economic impact, and enrollment in VTDEC Brownfield Program (BRELLA). Concurrently, marketing materials, loan/subgrant applications, and an eligibility pre-screening form will be developed.

Monthly Brownfield Advisory Committees and RLF Sub Committee meetings will be advertised throughout the areas served by CVRPC. Other meetings with project partners, perspective borrowers or subgrantees, and general information sessions will also be held as needed. All cleanups funded by the RLF will follow EPA's cleanup procedures, beginning with an Analysis of Brownfield Cleanup Alternatives (ABCA) being made publicly available, a publicly available administrative file for the site (which will be updated with new reports or information as it becomes available), along with a 30 day comment period on the ABCA. Once any comments received are addressed and/or incorporated into the proposed cleanup alternative, a final decision document will be issue, prior to commencement of site disturbing cleanup activities by borrowers or subgrantees.

Handling the day-to-day operation of the RLF*:* NVDA will manage the EPA Brownfield RLF similar to how it manages its existing programs, including meeting state and/or federal reporting requirements. This will be managed by Eli Toohey with support from Montrose as requested.

Quality Assurance: A Quality Assurance Project Plan (QAPP) will be developed in accordance with 2 CFR 1500.12, and EPA's Directive No. CIO 2105-S-02.1 *Quality Assurance Project Plan Standard* within the required time frame specified in the forth coming terms and conditions of the award. No loans or subgrants will be issued until approval of the QAPP. The QAPP will be submitted to EPA and VTDEC for review once complete for review and comment.

2. FUNDING: $1,000,000

3. BUDGET:

Budget Categories	Task 1 Grant Oversight, Fund Mgmt. & Other Activities	Task 2 Community Engagement & Program Marketing	Task 3 Cleanup Planning & Oversight	Task 4 Cleanup & Subgrants	Total
Personnel	$15,432	$16,123	$7,140	$7,140	**$45,835**
Fringe Benefits	$5,246	$5,482	$2,428	$2,428	**$15,584**
Travel	$7,881	$0	$0	$0	**$7,881**
Supplies	$0	$1,500	$0	$0	**$1,500**
Equipment	$0	$0	$0	$0	**$0**
Contractual	$20,000.00	$20,000.00	$113,700.00	$15,500.00	**$169,200**
Other: Loans	$0	$0	$0	$570,000	**$570,000**
Other: Subgrants	$0	$0	$0	$150,000	**$150,000**
Total Direct Costs	**$48,559**	**$43,105**	**$123,268**	**$745,068**	**$960,000**
Indirect Costs	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$40,000**
Total Budget	**$58,559**	**$53,105.00**	**$133,268.00**	**$755,068.00**	**$1,000,000**
Total Federal Funding	**$58,559**	**$53,105**	**$133,268**	**$755,068**	**$1,000,000**
Cost Share (not required FY25)	NA	NA	NA	NA	NA

4. WORKPLAN TASKS

Task 1: Cooperative Agreement Oversight

Task 1 - Cooperative Agreement Oversight Subtasks Committed to by the CAR	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Obtain QEP Services/Financial Manager/Legal Assistance Services • Obtain QEP Services • Convene with Project Partners & Fiscal Team • Develop an Administrative Plan detailing policies & procedures for establishing & administering RLF program • Create a combined loan /subgrant pre-application form	Outputs: • RFQ and documentation of meeting open competition • Contract with QEP for loan/subgrant scope of services • Contract with Fund Manager • Contract with Legal Counsel • Fiscal Team established • RLF Administrative Plan • Loan/subgrant applications Outcomes: • High quality products & services to meet project needs • Maintain a high level of work effort	• QEP procurement completed October 2024 • Fiscal Team formed by October 2025 • Administrative Plan completed by December 2025 • Contract with Fund Manager by December 2025 • Contract with legal counsel (if needed) by October 2025.	• QEP procurement completed October 2024
Reporting • Prepare quarterly reports, MBE/WBE annually, and FFR form at the end of the reporting period • Enter site and program income data in ACRES • Prepare final report and grant closeout material • Prepare Success Stories for key sites	Outputs: • Quarterly reports and other forms; updated ACRES database; final report and closeout forms • "Success Story" fact sheets Outcomes: • Accomplishments of RLF program properly recorded. • Regular communication of project status and next steps; current database for congressional reporting	1/30/26 ACRES updates and quarterly reports every quarter; SF425 FFR annually by 10/30	
Records: • Maintain grant files • Maintain site project files • Maintain financial records	Outputs: • Accurate and complete files suitable for audit purposes Outcomes: • High quality project records reflective of work performed	7/1/25 and thereafter	

Task 1 - Cooperative Agreement Oversight Subtasks Committed to by the CAR	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Request for Reimbursements or Advances	Outputs: • Drawdowns from ASAP Outcomes: • Unliquidated obligations scrutiny avoided	10/1/25 and thereafter	
Travel & Training • Attend brownfields related meetings, training sessions and conferences • Join Region 1's RLF group on the Grow America RLF TA website • Attend 2025 EPA National Brownfields Conference • Attend EPA Region 1 Brownfields Summit at least one.	Outputs: • Attend National Brownfields Training Conference • Attend Regional Brownfields Summit(s) Outcomes: • Knowledge of brownfields issues and programs increased	8/5/2025 – 8/8/2025 December 2026 Throughout grant period of performance	

Task 2: Community Involvement & Program Marketing

Task 2 – Community Involvement Subtasks (Commitments) Pre-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Develop Marketing Tools • Prepare marketing tools such as literature, brochures, web sites, forums, etc. to communicate availability of program to stakeholders • Prepare Success Stories for key sites	Outputs: • Literature, brochure, websites • Marketing materials distributed to partners and communities served • "Success Story" fact sheets for marketing purposes Outcomes: • Sites attracted and understanding of the RLF program improved	12/31/25	
Work with Community/Entity/Groups named in the application to ensure roles are met	Outputs: • Specific involvement or assistance that was identified in application implemented Outcomes: • Coordination with stakeholders and others increased	Ongoing	
Prepare Community Involvement Plan	Outputs: • Clear plan for involving community in cleanup activities Outcomes: • Public understanding of, and participation in, cleanups and redevelopment process improved	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Establish Administrative Record	Outputs:	As projects go through program	Date – Site A Date – Site B

Task 2 – Community Involvement Subtasks (Commitments) Pre-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
	• Repository of documents which allow public to review site assessment and cleanup history Outcomes: • Public understanding of how cleanup alternatives were selected improved		Date – Site C Date – Site D Date – Site E
Public Meetings	Outputs: • Meetings inform public of cleanup activities and provide a chance for input and comment Outcomes: • Public understanding of cleanups improved and allows for potential modifications based on public input	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Implement 30-Day Public Comment Period on for Analysis of Brownfields Cleanup Alternatives (ABCA) / Evaluation of Corrective Action Alternatives (ECAA) and/or Correction Action Plans (CAPs) Advertise public comment periods in local newspaper and/or State Environmental Notice Bulletin (ENB)	Outputs: • Allow for review and comment on cleanup related documents Outcomes: • Allow for consensus on cleanups	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E

Task 3: Cleanup Planning and Oversight

Task 3 – Cleanup Planning and Oversight Subtasks (Commitments) During and Post-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Oversight of Cleanup Activities • QEP conducts appropriate site inspections during remediation to ensure compliance with cleanup plans	Outputs: • Site reports from QEP • Place reports in administrative record Outcomes: • Cleanup is in compliance with State VCP	During remediation of sites	Date – Site A Date – Site B Date – Site C
Davis-Bacon Documentation • Conduct site inspections to ensure proper wage rates and posters are available to workers on-site • Collect, review, and maintain payroll documentation provided by borrower/subgrantee • Conduct on-site labor interviews	Outputs: • Payroll and labor interview documents placed in grant record Outcomes: • Compliance with Davis-Bacon requirements	During remediation of sites	Date – Site A Date – Site B Date – Site C

Task 3 – Cleanup Planning and Oversight Subtasks (Commitments) During and Post-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Collection of Post-Cleanup Samples (When applicable)	Outputs: • Number of samples and analytical results Outcomes: • Cleanup has met VCP cleanup levels • Compliance with SSQAPP	When remediation activities are complete **AND** determined necessary by QEP	
Cleanup Documentation • Prepare and submit close-out documentation to state indicating that cleanup is complete • Identify any institutional controls, engineering controls, and/or long-term monitoring, if applicable	Outputs: • Final cleanup reports documenting cleanup is complete • Place documents in administrative record Outcomes: • Cleanup is protective of human health and the environment	After remediation of sites	Date – Site A Date – Site B Date – Site C
Cleanup Complete Documentation • Receive final cleanup complete letter from state and submit to EPA	Outputs: • Letter or documentation placed in administrative record, reported in ACRES and quarterly reports Outcomes: • State concurs the cleanup is complete and compliant with VCP • Sites are officially clean and ready for reuse • Estimated number of brownfields property acres available for reuse	After remediation of sites	Date – Site A Date – Site B Date – Site C

Task 4: Loans/Subgrants Cleanup Process

Task 4 – Loans/Subgrants Cleanup Process Subtasks (Commitments) Pre-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Site & Borrower/Subgrant Eligibility • Seek eligibility determination from EPA that the site and borrower/subgrantee are eligible to receive EPA funding	Outputs: • Sites entered into RLF program; to be noted in quarterly report, etc. Outcomes: • Projects entered into RLF program	As projects come into program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Hold a kickoff meeting with State, EPA and QEP	Outputs: • Held meeting Outcomes: • Ensure all agencies are in agreement with cleanup plan	As projects come into program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E

Ensure Site is Enrolled in VCP • Ensure that borrower/subgrantee has enrolled site in the applicable state response program	Outputs: • Site is enrolled in applicable state response program Outcomes: • Cleanup is in compliance with state response program	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Historic Preservation • Assist EPA Project Officer in collecting information and determining if Section 106 applies to site cleanups	Outputs: • Consult with state/tribal historic preservation officer • Documentation developed for consult recorded in administrative record Outcomes: • Compliance with Section 106 historic preservation requirements	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Federal Crosscutter Requirements (See your terms and conditions) • Determine applicable federal crosscutter requirements apply	Outputs: • Obtaining required permits • Coordination with other appropriate federal entities Outcomes: • Compliance with all federal crosscutters	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Prepare Loan/Subgrant Documents • Develop loan/subgrant agreements, documents, promissory notes, etc. that include all applicable federal environmental and cross-cutting requirements (e.g., Davis-Bacon)	Outputs: • Signed loan/subgrant documents; to be noted in quarterly report and data is entered into ACRES Outcomes: • Loans/Subgrants is executed, and ACRES is updated	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Prepare Analysis of Brownfields Cleanup Alternatives (ABCA) • Include resilient and greener cleanups • Evaluate the extreme weather vulnerability of a site and potential cleanup alternatives • Include extreme weather vulnerability in the effectiveness evaluation of cleanup alternatives • Incorporate resilient and green remediation principles/techniques into the cleanup plan for your project	Outputs: • Document prepared for community review • Resiliency, greener, and sustainable cleanup language in the ABCA to inform the RFP • Resiliency, greener, sustainable, cleanup actions reported in ACRES Outcomes: • Resilient and more sustainable cleanup alternatives	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Implement 30-Day Public Comment Period on ABCA	Outputs: • Allow for review and comment on cleanup related documents • Community is aware of proposed cleanup and provides input on the alternative selected Outcomes: • Consensus on cleanup alternative chosen	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E

Prepare Decision Document • Document results of public comment period and public meeting to include comments received, public meeting attendance, response to relevant comments, selection of final cleanup remedy, any changes to the final cleanup remedy, etc.	Outputs: • Memo or letter, with appropriate attachments • ABCA is finalized and placed in administrative record Outcomes: • Public comment process is documented, and final cleanup remedy is selected	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Prepare Remedial Design & Engineering Documents • Prepare appropriate remedial design documents for state response program, engineering design documents for cleanup contractors to perform work (including Davis-Bacon requirements) • Prepare a budget detailing how EPA funds will be utilized for the cleanup	Outputs: • Approved remedial action and engineering/design documents • Approved budget detail • Documents placed in the administrative record Outcomes: • Cleanup is completed in compliance with state response program and RLF terms and conditions • EPA funds used for eligible costs	As projects go through program	Date – Site A Date – Site B Date – Site C Date – Site D Date – Site E
Prepare Site-Specific QAPP and Health & Safety Plan • Prepare a SSQAPP for any environmental sampling to be conducted on sites and submit to EPA for approval • Prepare a Health and Safety Plan in accordance with OSHA standards	Outputs: • Approved EPA SSQAPP • Place SSQAPP in administrative record Outcomes: • Ensured proper confirmatory testing methods and analytical data results are achieved • Compliance with OSHA requirements	As projects come into program	Date – Site A Date – Site B Date – Site C

5. QUALITY ASSURANCE

Prior to undertaking confirmatory sampling, the CVRPC will ensure that borrowers and subgrantees prepare and submit a Quality Assurance Project Plan (QAPP) which meets with the approval of the U.S. EPA Region I Brownfields Program. The QAPP will describe the sampling and analytical strategies, methods and procedures approved by EPA that will be used in all project data collection.

6. PRE-AWARD COSTS

CVRPC requests the approval of pre-award costs for this cooperative agreement. It is estimated we will need $20,000 to do the following activities:

- Attend Region 1 New Grantee training.
- Prepare policy and procedures manual.
- Prepare loan application templates.
- Prepare loan and subgrant agreement templates.
- Prepare project fact sheets and webpage content.

7. BUDGET DETAIL - ATTACHMENT 1

8. RLF COA

A Closeout Agreement (COA) will be accepted by the recipient as a component of the cooperative agreement's Terms and Conditions. The COA dictates how post-closeout program income will be used for the continued operation of an RLF for brownfields cleanup, and/or other brownfields activities, as well as post-closeout progress reporting and ACRES reporting requirements. Although the COA is signed in conjunction with the cooperative agreement award, the COA does not go into effect for this assistance agreement number until the day after the cooperative agreement period of performance ends. This COA is based on the FY22 RLF COA template. EPA plans to modify RLF COA templates every five years. EPA reserves the right to renegotiate the terms of this RLF COA every five years, in conjunction with the template change (e.g., next change will be in FY27). If the recipient agrees to continue to operate the RLF under a COA past FY27, the recipient shall work with EPA's Project Officer to update to the latest COA template.

We, CVRPC, understand this requirement and the signed agreement will be returned to the Project Officer within 30 days of the grant award. We also understand that the recipient cannot draw down funds under this cooperative agreement if the recipient has not submitted a signed COA to the Project Officer.

ATTACHMENT F

Program Forms

(This attachment is intentionally left blank.)

ATTACHMENT G

Technical Proposal by Montrose Environmental Solutions, Inc.

Revitalizing Communities throughout Central Vermont

Technical Proposal

EPA Brownfield Grant Application & Implementation Assistance

SUBMITTED TO:

Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, VT 05602

SUBMITTED ON (DUE DATE):

October 10, 2024

SUBMITTED BY (PROPOSER):

Montrose Environmental Solutions, Inc.
Innovation Square
100 S. Clinton Avenue, Suite 2330
Rochester, NY 14604

MONTROSE ENVIRONMENTAL

Date of Submission: October 10, 2024

Elaine (Eli) Toohey, Planner
Central Vermont Regional Planning Commission (CVRPC)
29 Main Street, Suite 4
Montpelier, Vermont 05602
toohey@cvregion.com

RE: Montrose Response to RFP for EPA Brownfield Grant Application & Implementation Assistance

Dear Eli and Members of the Selection Committee,

Montrose Environmental Solutions, Inc. (Montrose) is excited by this opportunity to provide the CVRPC and its partners with U.S. EPA Brownfield Grant application and implementation assistance. We understand the CVRPC endeavors to secure and effectively leverage EPA funding to assess, cleanup and redevelop brownfields throughout Washington and Orange Counties, including the 23 towns that make up the CVRPC region. We understand your mission to assist your member communities in providing effective local government and to work cooperatively to address regional issues. **How can we help?**

MONTROSE PROFILE	
1) Type of Firm	Corporation
2) Years in Business	12 (established in 2012)
3) Total Staff	3,500+
5) Total Staff in Northeastern US	401

Montrose is a progressive environmentally focused company that sees environmental responsibility as a strategic asset and we're ahead of the curve in applying the latest technologies to solve difficult environmental challenges. **Our Brownfields & Community Revitalization Practice provides integrated services to assist our clients in building successful programs to achieve their specific goals.** From developing funding strategies and preparing grant applications, through environmental site assessment, remediation, and redevelopment activities, we implement best practices that combine the consistency of a national practice with local experience and regulatory insight. **Our team's key differentiators include:**

- **A. Experience & Expertise: Project Manager Andrea Pedersen and Project Principal Chris Gdak** have personally assisted with over 100 EPA Brownfield Grant projects totaling over $50 million (M). For example, since 2017 Andrea has served as the Project Manager and lead grant writer for six EPA Brownfield Assessment, Cleanup, Multipurpose and Revolving Loan Fund (RLF) Grants awarded to the Northeastern Vermont Development Association (NVDA) and its partners, more than any other area in Vermont over this period. Additionally, during 2022-24 Andrea and Chris' teams celebrated 100% success rates in securing 60/60 EPA grants totaling over $60M for communities across the U.S.
- **B. Resources & Capabilities: With over 400 staff throughout the Northeastern U.S.**, including our environmental consulting and engineering, in-house laboratory, data quality/management, and remediation technologies divisions, Montrose has the technical resources & capabilities to successfully execute the services required for this contract. Our team includes Professional Geologists (PGs), Professional Engineers (PEs), American Institute of Certified Planners (AICPs), environmental scientists and support staff that specialize in executing brownfield grant services under the oversight of the EPA and the Vermont Department of Environmental Conservation (DEC). Additionally, we have included the following Vermont-based subconsultants on our team, who add niche local expertise and experience with performing environmental site assessment (ESA), cleanup, reuse planning and real estate advisory services:

SUBCONSULTANT FIRM NAME & ADDRESS	PRIMARY CONTACT	PROJECT ROLE	YEARS IN BUSINESS
Stone Environmental, Inc. 525 Stone Cutters Way, Montpelier, VT 05602	**Annemarie Fortune, AICP** P: 802-778-3001 E: afortune@stone-env.com	Phase I/II ESAs, Cleanup Planning, Site-Specific & Area-Wide Reuse Planning	32 (1992)
White+Burke Real Estate Advisors, Inc. 38 South Crest Drive, Burlington VT 05401	**Joe Weith, CCIM** P: 802-862-1225 (x.4) E: jweith@whiteandburke.com	Real Estate Advisory; Site-Specific & Area-Wide Reuse Planning Support	34 (1990)
Clay Point Associates, Inc. 25 Bishop Avenue, Williston VT 05495	**Todd Hobson, CEO/President** P: 802-879-2600 E: hobson@claypointassociates.com	Regulated Building Materials Surveys	38 (1986)

- **C. Background & Understanding:** We understand the initial focus will be securing a $1.2 FY2025 EPA Brownfield Assessment Coalition Grant and a $1M FY2025 Revolving Loan Fund (RLF) Grant, for which grant applications are due November 14, 2024. We understand the overall goal of the CVRPC's Brownfields Program is to return sites with real or perceived contamination to the marketplace to be reused for the public good such as housing, commercial uses, parks, or green space. We understand the CVRPC has previously received state and federal funds to support its program, and that this funding has been utilized to bring abandoned and underutilized sites back into reuse. We also understand the CVRPC has developed an inventory and other information related to brownfields in the region to allow for more effective planning by the CVRPC in furthering their assessment, cleanup if necessary, and redevelopment. The CVRPC and its partners have the potential to leverage significant grant and loan funding with other resources and development incentives to fuel public-private partnerships that will serve as the foundation for strengthening your Brownfields Program.
- **D. Methodology & Approach**: **Project Manager Andrea Pedersen and Project Principal Chris Gdak,** have experience securing, managing, and administering EPA Brownfield Grants for several of the most successful brownfield programs throughout the U.S. We develop strategies to finance and eliminate funding gaps in support of all types of restoration, revitalization, and capital improvement projects. Once funding is secured, we serve as your trusted partner for grant management and administration, regulatory compliance, and community engagement activities. Chris and Andrea will work together alongside our **Technical Leaders and Qualified Environmental Professionals (QEPs), Kevin Ignaszak, PE, and Daniel Voisin** to leverage our team's expertise and experience with executing **Conventional & Advanced Site Investigation & Remediation (CASIR)** technologies in support of reuse plans and strategies. We will effectively manage our internal staff and subs to deliver best in class solutions.
- **E. Inclusion of Disadvantaged Business Enterprises (DBE) and other Local Subcontractors:** We are fully committed to meeting CVRPC's and funding agency goals for inclusion of DBEs, including minority- and women-owned business enterprises (M/WBEs). To demonstrate this commitment, we have included the following DBE and other local subcontractors on our team who will provide cost-effective expertise and local experience related to our deployment of CASIR technologies:
  - **Topographic, Geophysical Surveys & Utility Locating** – Hager GeoScience, Inc./Collier Geophysics LLC (SDVOSB); Holt Gilmour Survey Associates; Vermont Underground Locators; GPRS.
  - **Environmental Drilling** – Platform Environmental (WBE); Cascade Drilling; Eastern Analytical.
  - **Laboratory Services** – Pace Analytical; Eastern Analytical; Eurofins; Phoenix Environmental Laboratories, Inc.
  - **Waste Management** - Absolute Spill Response; Republic Service/US Ecology.
- **F. Cost Proposal:** To demonstrate our interests in becoming your long-term partner, we are offering to assist the CVRPC with preparing both of your FY2025 EPA Brownfield Grant applications for **a total lump sum cost of $3,000**. We understand that you have limited funding for these and other out-of-pocket expenses that cannot be reimbursed by the grants and we look for cost effective ways to minimize the financial impacts to your organization.
- **G. Other Requested Information:** Additional information requested within the RFP is provided as follows:
  - **Primary Contact** – Andrea Pedersen, Project Manager; 100 S Clinton Avenue, Suite 2330, Rochester NY 14604; anpedersen@montrose-env.com; 425-308-1728.
  - **Financial Stability, Regulatory Actions and/or Litigation** – Our parent company, Montrose Environmental Group, Inc. is a publicly traded corporation (NYSE: MEG) and is a financially resilient firm. As such, Montrose has the financial flexibility and capital to invest in environmental innovation and hire and retain top talent. There are no pending bankruptcies, litigation, planned office closures, or impending mergers/acquisitions that would impair our ability to successfully complete the scope of work.
  - **Evidence of Insurance** – Montrose and its subconsultants/subcontractors have and/or are willing to obtain coverage for the insurance requirements identified in the RFP.
  - **Required Forms** - Signed Certificates of Non-Collusion, Tax Compliance and DBE Participation (Attachments A, B & C from the RFP) are provided as Appendix D.

The Montrose team will deliver the funding and technical support needed to elevate CVRPC's Brownfields Program to new heights and deliver transformative results that will be celebrated throughout the community! Should you have questions or wish to discuss our submittal, please feel free to contact us.

Sincerely,

Montrose Environmental Solutions, Inc.

Andrea Pedersen
Project Manager/Principal
P: (425) 308-1727
E: anpedersen@montrose-env.com

Chris Gdak
Senior Principal/Brownfields & Community Revitalization Practice Leader
P: 425-760-1342
E: cgdak@montrose-env.com

Sean Rome
Senior Vice President
P: 904-315-3889
E: serome@montrose-env.com

Vermont State House, Montpelier

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A. BUSINESS/ORGANIZATION & QUALIFICATIONS OF KEY STAFF

A.1. PRIME CONSULTANT - MONTROSE ENVIRONMENTAL SOLUTIONS, INC. (MONTROSE)

Established in 2012, Montrose is a diversified global environmental services company that unites over 3,500 employees across 100 offices. As a publicly traded corporation (NYSE: MEG), Montrose is a financially resilient high-growth firm. We see environmental responsibility as not just an imperative but as a strategic asset, and we're ahead of the curve in applying the latest technologies to solve difficult environmental challenges.

With over 400 staff throughout the Northeastern U.S., including our environmental consulting and engineering, in-house laboratory, data quality/management, and remediation technologies divisions, Montrose has the technical resources & capabilities to assist the Central Vermont Regional Planning Commission (CVRPC) with securing additional EPA Brownfield Grant funding to strengthen its successful Brownfields Program. Our team's **Project Manager, Andrea Pedersen, Project Principal, Chris Gdak, and Technical Leader, Kevin Ignaszak, PE,** are supported by a multidisciplinary team that includes Professional Geologists (PGs), Professional Engineers (PEs), American Institute of Certified Planners (AICPs), Landscape Architects (LAs), environmental scientists and support staff that specialize in preparing work plans, executing fieldwork, and completing technical reporting under the oversight of EPA, the Vermont Department of Environmental Conservation (DEC), and various other local, state and federal agencies. We understand each agencies goals, preferences, and expectations, and we know how to manage grant funding, maintain regulatory compliance, and complete all required reporting. We'll leverage our expertise to help you efficiently and effectively secure, manage, and implement grant funding so you and your staff can focus on other priorities.

Montrose's Brownfields & Community Revitalization Practice provides integrated services to assist our clients in building programs to achieve their specific goals. From developing funding strategies and preparing grant applications, through environmental site assessment and cleanup activities, we provide a full suite of solutions that combine the consistency of a national practice with local expertise and regulatory insight. This includes the application of **Conventional & Advanced Site Investigation & Remediation (CASIR)** strategies tailored to meet the specific needs of each project. We also support restoration and reuse planning, from conceptual design, feasibility analysis and permitting, through to regulatory compliance and construction support. Additionally, our **in-house network of accredited laboratories (Enthalpy Analytical)** provides soil, water, and air sample analyses, as well as cutting edge data quality and management services, including **3D Visualization & Analysis**. Furthermore, our innovative remediation practice uses proprietary, cost-effective solutions that include industry-leading treatment technologies, such as the only patented regenerable ion exchange resin system for PFAS-impacted water.

Figure 1: Brownfield Services Wheel

COMPANY PROFILE	
1) Lead Office	100 S. Clinton Ave, Suite 2330 Rochester, NY 14604
2) Branch Offices	See map provided as Figure 2.
3) Years in Business	12 (established in 2012)
4) Total Staff	3,500+
5) Total Staff in Northeastern US	401
6) Primary Contact	Andrea Pedersen Principal, Environmental Services P: 425-308-1727 E: anpedersen@montrose-env.com

Figure 2: Map of US Office Locations

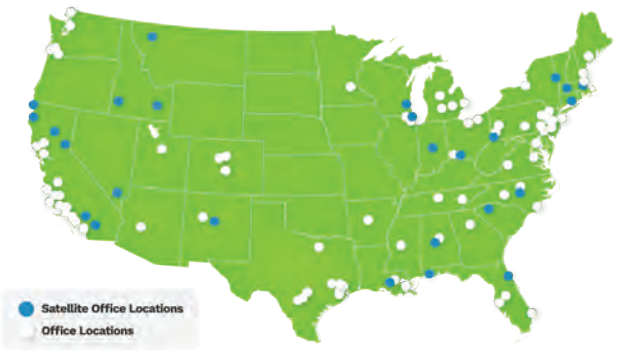


Figure 3: Brownfield Roadmap

We have incredible experience & capabilities when it comes to securing and implementing brownfield grants. Our key staff **have personally assisted with over 100 EPA Brownfield Grant projects totaling over $50 million (M).** For example, Andrea Pedersen has served as the Project Manager and lead grant writer for six EPA Brownfield Grant projects with the Northeastern Vermont Development Association (NVDA) and its partners since 2017, which has included overseeing the assessment, cleanup and redevelopment of dozens of priority brownfields throughout the Northeast Kingdom. Additional information regarding our experience and capabilities is provided in **Section B.**

Montrose's role: Prime consultant responsible for leading all project activities, including funding strategies, grant applications, grant management and reporting, community engagement, brownfield inventory and site selection, Phase I/II ESAs, and cleanup/reuse planning activities. We will leverage our niche expertise and local experience and effectively manage our internal technical staff and subconsultants/subcontractors to deliver best in class solutions.

A.2. SUBCONSULTANT PARTNERS

To increase our local capacity and provide the best possible services to CVRPC and its partners, we have included three Vermont-based subconsultant partners on our team – Stone Environmental, Inc., White+Burke Real Estate Advisors, Inc. and Clay Point Associates, Inc. These partners add niche local expertise and experience with performing community engagement, Phase I/II ESAs, cleanup, reuse planning, and real estate advisory services, and Montrose has successfully collaborated with each firm on similar EPA Brownfield Grant projects in Vermont.

Stone Environmental, Inc. (Stone)

STONE ENVIRONMENTAL

COMPANY PROFILE	
1) Company Headquarters	525 Stone Cutters Way Montpelier, VT 05602
2) Years in Business	32 (established in 1992)
3) Total Staff	>50
4) Primary Contact	Annemarie Fortune, ACIP Brownfields Program Manager P: 802-778-3001 E: afortune@stone-env.com

Stone is an employee-owned, Vermont-based company with over 50 local staff based in Montpelier. They have more than 30 years of experience solving complex environmental challenges, including a proven record of supporting brownfield programs throughout the state. Their team of scientists and engineers are experienced in all aspects of brownfield redevelopment including site assessment, corrective action design and implementation, hazardous building materials, and reuse planning. Stone has served consecutive contracts as a pre-qualified consultant for the DEC's Sites Management Section and Brownfield Response Program since 2005. Stone is currently supporting the implementation of regional planning commission brownfield programs throughout the state to conduct environmental assessment and remedial planning activities including the Mount Ascutney Regional Commission, Windham Regional Commission, Two Rivers-Ottauquechee Regional Commission, Rutland Regional Planning Commission, Lamoille County Planning Commission, Chittenden County Regional Planning Commission, Northeast Vermont Development Association, and Northwest Regional Planning Commission. The Stone team regularly interfaces with the Vermont Agency of Commerce and Community Development (ACCD), the

Vermont Department of Health, and the U.S. EPA (Brownfields, Superfund, and Toxic Substance Control Act compliance programs). Stone's Qualified Environmental Professionals work under the Investigation and Remediation of Contaminated Properties Rule (I-Rule, 2024). They collaborate with stakeholders to navigate regulatory obstacles and other challenges for redevelopment. Stone approaches brownfield redevelopment with a holistic strategy that pairs technical expertise with comprehensive planning services. They seek to understand how brownfields can address community needs such as economic development, housing, and access to community services. With in-house staff who have experience in stormwater design, stream restoration, and floodplain reconnection, Stone identifies opportunities for flood mitigation across the project lifecycle. Stone is adept at securing and managing project funding from federal and state programs, such as ACCD's Brownfield Revitalization Funds, DEC's Brownfields Response Program, Northern Border Regional Commission's Catalyst Program, FEMA's Hazard Mitigation Grant Program, the Vermont Clean Water State Revolving Fund, and the Vermont Ecosystem Restoration Program. This integrated approach enables their clients to implement complex brownfield redevelopment projects that can mitigate flood risks, address contamination concerns, and promote long-term community resilience.

Stone's Role: Support community engagement, Phase I/II ESAs, cleanup/reuse planning and area-wide planning activities.

White+Burke Real Estate Advisors, Inc. (W+B)

Building strong communities has been at the core of W+B's purpose for over 30 years. Located in Burlington, Vermont, W+B is a full-service real estate consulting and commercial brokerage firm offering development, finance, asset management, public/private partnership, and brokerage advice. W+B provides specialized guidance and strategic action to keep real estate projects well organized and moving forward. W+B works in conjunction with the entire development team, including engineers, architects, attorneys and lenders. They provide overall coordination and specialized expertise in feasibility, market, and financial analyses; funding; tax credit utilization; permitting; public relations; and strategic problem solving that are imperative to successful real estate ventures. Over the past several years, W+B has worked with Montrose staff on cleanup and revitalization of sites funded by EPA Brownfield Assessment and Cleanup Grants.

white + burke

COMPANY PROFILE	
1) Company Headquarters	38 South Crest Drive Burlington, VT 05401
2) Years in Business	34 (established in 1990)
3) Total Staff	<10
4) Primary Contact	Joe Weith, CCIM Senior Project Manager P: 802-862-1225 E: jweith@whiteandburke.com

W+B's Role: Support reuse and area-wide planning and provide real estate advisory services.

Clay Point Associates, Inc. (CPAI)

CPAI is a Vermont-owned corporation established in 1989 and based in Williston, Vermont. They provide high-quality environmental services to a diverse clientele and have supported numerous projects in Central Vermont and beyond. Specifically, CPAI specializes in providing Regulated Building Materials (RBM) Surveys, RBM abatement design/contractor bid process administration, project monitoring of abatement/remediation projects, and community and indoor air monitoring. Montrose's Project Manager, Andrea Pedersen, has subcontracted CPAI for RBM Survey and abatement projects throughout Vermont and has established solid partnerships with their key staff. CPAI regularly supports projects funded by EPA Brownfield Grants and is well versed in DEC and EPA Region 1 requirements specific to brownfields.

Clay Point Associates, Inc.

COMPANY PROFILE	
1) Company Headquarters	25 Bishop Avenue Williston, VT 05495
2) Years in Business	38 (established in 1986)
3) Total Staff	5
4) Primary Contact	Todd Hobson CEO/President P: 802-879-2600 E: hobson@claypointassociates.com

CPAI's Role: Regulated Building Materials Surveys and abatement/demolition support.

A.3. ANTICIPATED SUBCONTRACTORS

Montrose is committed to meeting CVRPC and various funding agency goals for inclusion of disadvantaged business enterprises (DBEs), including (but not limited to): minority-owned business enterprises (MBEs); women-owned business enterprises (WBEs); small and/or emerging business enterprises (S/EBEs); and service disabled veteran-owned small businesses (SDVOSBs). We will comply with EPA's six "Good Faith Efforts" defined under 40 CFR, Part 33, Subpart C. We will actively seek opportunities to utilize qualified DBE firms to the extent feasible for supporting brownfield inventories, Phase I/II ESAs, cleanup, and reuse planning activities over the course of the project. Additionally, we seek opportunities to utilize other local subcontractors to the extent feasible, to minimize mobilization costs and optimize their local experience. To demonstrate this commitment, we have included the following anticipated subcontractors who provide niche expertise related to our deployment of Conventional & Advanced Site Investigation & Remediation (CASIR) technologies for brownfields. Subcontractor qualifications are provided as **Appendix B**.

Table 1: Anticipated Subcontractors

COMPANY NAME & ADDRESS	POINT OF CONTACT	ANTICIPATED SERVICES	DBE TYPE
Cascade Environmental 305 S Barre Road Barre, VT 05641	Casey Moore P: 908-246-5853 E: cmoore@cascade-env.com	Environmental Drilling	-
Platform Environmental 563 Big Basin Road North Fayston, VT 05660	Michael Jordan, PG, CWD P: 802-498-3828 E: mjordan@platform-env.com	Environmental Drilling	WBE
Hager GeoScience, Inc. / Collier Geophysics LLC 596 Main Street Woburn, MA 01801	Mario Carnevale P: 781-935-8111 E: mcarnevale@hagergeoscience.com	Geophysical Surveys	SDVOSB
Holt Gilmour Survey Associates 39 Central Street Waterbury, VT 05091	Ethan Gilmour P: 802-457-4649 E: ethan@vtsurveyor.com	Topographic & Boundary Surveys	-
Vermont Underground Locators 494 Blair Park Road Williston, VT 05495	Autumn Lewis P: 802-863-7113 E: autumn.lewis@tcevt.com	Geophysical Surveys & Utility Locating Services	-
Ground Penetrating Radar Services (GPRS) Various Locations	Kayla Booth P: 215-694-4747 E: connecticutinfo@gprsinc.com	Geophysical & Utility Locating Services	-
Pace Analytical Laboratories 14 Walkup Drive Westborough, MA 01581	Patrick Filey P: 716-392-3932 E: Patrick.Filey@pacelabs.com	Laboratory Analytical Services	-
Eastern Analytical, Inc. 25 Chenell Drive Concord, NH 03301	Jennifer Laramie P: 603-410-3881 E: JenniferL@easternanalytical.com	Laboratory Analytical Services	-
Eurofins Laboratories 30 Community Dr., #11 South Burlington, VT 05403	Kathryn Kelly P: 802-660-1990 E: Kathryn.kelly@eurofinset.com	Laboratory Analytical Services	-
Phoenix Environmental Laboratories, Inc. 587 East Middle Tnpk. Manchester, CT 06040	Bobbi Aloisa P: 860-654-8728 E: loreen@phoenixlabs.com	Laboratory Analytical Services	-
Absolute Spill Response 21 Metro Way Barre, VT 05641	Steve Singer P: 802-554-4200 E: ssinger@absolutespillresponse.com	Hazardous Waste Management	-
Republic Service / US Ecology 280 Commerce Street Williston, VT 05495	Jacob Bushee P: 802-488-3901 E: jbushee@republicservices.com	Hazardous Waste Management	-

A.3.1. Environmental Drilling Contractors

Montrose and Stone will solicit quotations from the following drilling subcontractors based on project details. Contractors will be selected based on cost, ability to meet the project schedule, and capabilities.

Cascade Technical Services

Cascade Technical Services provides site characterization services and groundwater and soil sampling and has significant experience across Vermont working with Montrose and Stone. Additionally, they perform similar field efforts at sites across the country. Their team has experience with direct push techniques, air and fluid rotary drilling, augering, rock core drilling, rotosonic, environmental and industrial services, groundwater profiling, injection and thermal remediation, and high-resolution site characterization investigation techniques (e.g., Membrane Interface Probe (MIP)).

Eastern Analytical, Inc.

Eastern Analytical, Inc. (EAI) is an employee-owned small business in Concord, New Hampshire. EAI provides technical field and full-service analytical laboratory services (see below). EAI operates both Simco and Geoprobe direct push equipment that can be utilized in several different configurations, including manually driven with a heavy-duty electric roto-hammer, hydraulically driven using their track Geoprobe® 7822DT or truck-mounted Simco® EarthProbe 200. EAI Field Service personnel are experienced and 40-hour OSHA Certified. EAI is a licensed Vermont Well Driller (David Nevison, #277).

Platform Drilling and Remediation Services (WBE)

Platform Drilling and Remediation Services, LLC (Platform) is a small, woman-owned business in North Fayston, Vermont, specializing in environmental drilling, remediation system construction, in-situ remediation, and geotechnical and construction drilling services.

A.3.2. Topographic & Geophysical Surveys

Montrose and Stone will solicit quotations from the following firms based on project details. We will select contractors by cost, ability to meet the project schedule, and capabilities.

Hager GeoScience, Inc./Collier Geophysics, LLC (SDVOSB)

In 2022, Hager GeoScience, Inc. (HGI) was acquired by Collier Geophysics, LLC, a service-disabled, veteran-owned small business. HGI/Collier provides innovative solutions to unusual subsurface problems by applying the principals' more than 60 combined years of experience in field and analytical geology and geophysics. Tools include state-of-the-art equipment, computer-assisted data acquisition, analysis techniques, and proprietary software. We will rely on HGI/Collier to provide high-quality subsurface geophysical investigation services, borehole geophysics services, and detailed ground penetrating radar surveys, as the assignment requires.

Holt Gilmour Survey Associates

Holt Gilmour is a growing firm serving all areas of Vermont and New Hampshire with professional survey personnel in Woodstock, Manchester, and Stowe areas. Holt Gilmour has over 150 years of cumulative survey experience. Holt Gilmour staff hold land surveying licenses in Vermont and New Hampshire and have completed OSHA certification and other safety training.

Vermont Underground Locators

Vermont Underground Locators (VTUL) provides general locating, utility mapping, water leak detection, camera inspection, and ground penetrating radar for every project. VTUL's work involves locating all types of conductive buried lines via electromagnetic induction equipment, including telephone, coaxial cable, fiber optic cables (when jacketed or accompanied by a tracer wire), power, and gas lines. VTUL can also locate most water, sewer, and storm drain lines using various techniques. VTUL will assist Montrose and Stone in demarcating privately owned utilities in advance of intrusive subsurface investigations.

Ground Penetrating Radar Services (GPRS)

GPRS believes that data control = damage control and is committed to the pursuit of 100% subsurface damage prevention – on every job, in every market, nationwide. GPRS is the only company in the U.S. that can capture your entire site or facility, above and below-ground, to provide you with accurate as-builts, private and public utility maps, 2D CAD drawings, and 3D photogrammetry and Building Information Models (BIM) that can integrate surface and subsurface existing conditions and construction progress capture to provide cloud-based, digital mapping & modeling solutions for the construction, architecture, engineering, facility management, and related industries via SiteMap®.

A.3.3. Environmental Laboratories

Montrose and Stone will utilize the analytical services of Pace Analytical Services (Westborough and East Longmeadow, Massachusetts), Phoenix Environmental Laboratories, Inc. (Manchester, Connecticut), Eastern Analytical, Inc. (Concord, New Hampshire), and Eurofins Laboratories, Inc. (South Burlington, Vermont and Kingstown, Rhode Island). We have teamed with each of these laboratories on dozens of projects since 2005. These laboratories provide exceptional quality, value, and customer service across their respective organizations. Laboratories performing analyses for a given project will be selected based on 1) the ability to achieve data quality objectives for the assigned project, 2) the ability to meet schedule, and 3) the best value for the given set of analyses/samples.

A.3.4. Hazardous Materials Handling

Montrose and Stone will solicit quotations from the following firms based on project details. We will select contractors by cost, ability to meet the project schedule, and capabilities.

Absolute Spill Response

Absolute Spill Response is a 100 percent privately owned Vermont State Limited Liability Corporation headquartered in Barre, Vermont. Absolute specializes in emergency response, waste treatment of liquids, solids, and sludge, environmental remediation, industrial cleaning, and other specialized and unique environmental services.

Republic Service / US Ecology

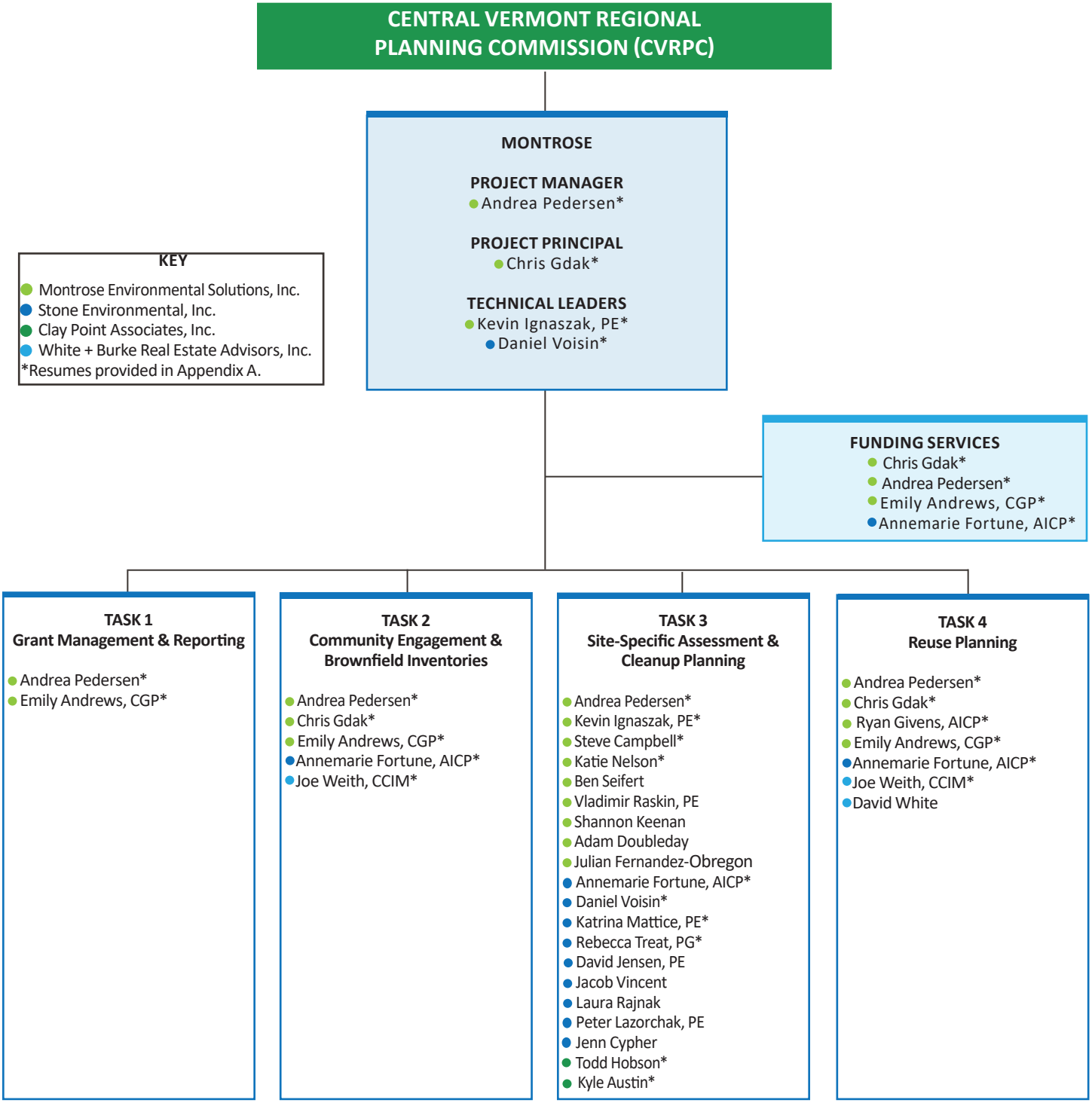
Republic Service (formerly US Ecology, Inc.) has been a trusted provider of comprehensive, cost-effective, and safety-driven solutions to the oil and gas, transportation, chemical, industrial, power, and government sectors since 1992. Out of its office in Williston, Vermont, Republic Service provides 24-hour emergency spill response, hazardous and non-hazardous waste management, industrial hygiene, and site remediation services.

A.4. ORGANIZATION CHART & QUALIFICATIONS OF KEY STAFF

A.4.1. Organizational Chart

An organizational chart for our team is provided as **Figure 4**. **Project Manager, Andrea Pedersen, and Project Principal, Chris Gdak**, will direct, manage, and oversee each project task. **Technical Leaders and Qualified Environmental Professionals (QEPs), Kevin Ignaszak, PE, and Daniel Voisin** will help oversee our internal technical staff and subconsultants/subcontractors. All key staff and subconsultants/subcontractors were selected based on relevant expertise and capacity to perform their assigned tasks and are committed to support the project as needed throughout its duration.

Figure 4: Organizational Chart



A.4.2. Qualifications of Key Staff

Table 2 includes a list of our team's key staff. Bios for key staff are provided below the table.

Table 2: Key Staff

NAME	PROJECT ROLE	YEARS OF EXPERIENCE
Andrea Pedersen	Montrose- Project Manager & Brownfield Grant Specialist	18
Chris Gdak	Montrose- Project Principal & Brownfield Specialist	>20
Emily Andrews, CGP	Montrose- Certified Grant Professional	>20
Kevin Ignaszak, PE	Montrose- Technical Leader	>30
Steve Campbell	Montrose- Quality Assurance Lead	>30
Katie Nelson	Montrose - Phase I/II ESAs & Cleanup Planning Support	13
Ryan Givens, AICP	Montrose- Brownfields Planning Lead	>20
Daniel Voisin	Stone- Technical Leader	>25
Annemarie Fortune, AICP	Stone- Community Engagement & Reuse Planning Lead	11
Katrina Mattice, PE	Stone- Phase I/II ESAs & Cleanup Planning Support	15
Rebecca Treat, PG	Stone- Phase I/II ESAs & Cleanup Planning Support	18
Joe Weith, CCIM	White + Burke- Real Estate Advisory Support	>30
Todd Hobson	CPAI- Regulated Building Materials Inspector & Management Planner	>40
Kyle Austin	CPAI- Regulated Building Materials Inspector & Air Sample Analyst	>30

Bios for key staff are provided below and are provided as **Appendix A.**

Andrea Pedersen, Project Manager & Brownfields Specialist

Andrea is an experienced project manager, brownfield grant specialist, and team leader for Montrose's Brownfields & Community Revitalization Practice. For example, **since 2017 Andrea has served as the Project Manager and lead grant writer for six EPA Brownfield Assessment, Cleanup, Multipurpose and Revolving Loan Fund (RLF) Grants awarded to the Northeastern Vermont Development Association (NVDA) and its partners, more than any other area in Vermont over this period.** She provides comprehensive support for all phases of brownfield grant projects, including funding strategies, grant applications and grant implementation services. Having dedicated the last decade of her career to helping communities throughout the U.S. secure and implement dozens of EPA Brownfield Grants, she is well versed in the best practices for leveraging grant funding to build successful brownfield programs, as well as the requirements and expectations of EPA and various other federal and state regulatory agencies. Her project management approach is unique in that she strives to manage all aspects of grant management and regulatory compliance on behalf of her clients to make grant implementation activities as effortless and successful as possible. She keeps track of the latest funding trends and changing regulatory requirements to prepare the most competitive grant applications and help her clients meet or exceed the project goals. She is also well versed in the requirements of DEC's IRule, EPA Region 1's Brownfield Grant Program, and the Vermont Agency of Commerce and Community Development's (ACCD's) Brownfield Revitalization Fund Program.

Expertise: Grant Applications; Brownfield Grant Management/Compliance/Reporting; Community Outreach/Stakeholder Engagement; and oversight of Phase I/II ESAs and Cleanup/Reuse Planning.

Chris Gdak, Project Principal & Brownfields Specialist

Chris assisted with previous EPA Brownfield Grants for NVDA, the Town of St. Johnsbury and the Addison County Regional Planning Commission (RPC), as a senior advisor for funding strategies, grant applications, and complex site eligibility and technical issues. He also provided Project Management assistance and Quality Assurance/Quality Control (QA/QC) reviews of technical reports and deliverables. As Montrose's Brownfields and Community Revitalization Practice Leader, he will be available to provide advisory and strategic support for all facets of this project. Chris' broad areas of brownfield redevelopment expertise include: developing funding strategies; preparing grant applications; supporting community engagement activities; assisting with brownfield inventory and site prioritization activities; conducting Phase I and II ESAs and cleanup/reuse planning activities; assisting with infrastructure evaluations; and managing remediation, demolition and construction activities. Over the past decade, Chris has focused on assisting municipal, tribal and community-based organizations with building successful programs to achieve their revitalization goals. As a Program, Practice and Team Leader, Chris has been responsible for assisting over 75 communities with securing and/or implementing over 150 brownfield grants. **For the FY2022 through FY2024 grant competitions alone, Chris's brownfield grant teams celebrated 100% success rates in securing 60 EPA Brownfield Grant awards totaling over $60M.**

Expertise: Funding Strategies; Grant Applications; Community Outreach/Stakeholder Engagement; Brownfield Inventory/Site Prioritization; Phase I/II ESAs; Cleanup/Reuse Planning; Area-Wide Planning.

Emily Andrews, CPG, Senior Grant Specialist
Emily is a funding specialist and Certified Grant Professional (CPG) who is credentialed by the Grant Professionals Certification Institute (GPCI). With 20+ years of experience in all aspects of grant development and management (writing, research, reporting, metrics), Emily has a successful track record preparing government, foundation, and corporate grant proposals on behalf of local/regional/state agencies, tribes, and community-based organizations. **Expertise:** Funding Strategies; Grant Writing; Grant Management/Administration; Community Engagement.

Kevin Ignaszak, PE, Technical Leader (Montrose)
Kevin will serve as the Technical Leader for the design and oversight of assessment and cleanup activities. He has supported various brownfield programs for communities throughout Vermont, including the completion of Phase I/II ESAs and preparation of Evaluation of Corrective Action Alternatives (ECCAs), Analysis of Brownfield Cleanup Alternatives (ABCAs) and Corrective Action Plans (CAPs). Kevin is a Toxic Substances Control Act (TSCA) PCB subject matter expert and has supported various projects in remediating PCBs found in RBMs and contaminated soils ranging from military installations to schools to rail transit centers. Kevin is currently leading PCB remediation activities at one of the most complex sites in Vermont - the St. Johnsbury Armory. **Expertise:** Oversight of Phase I/II ESAs, Cleanup Planning and Remedial Action; PCBs/TSCA and Project Management.

Steve Campbell, Quality Assurance Lead (Montrose)
Steve has been supporting regional brownfield programs, including Addison County RPC and NVDA for nearly 10 years. He provides Quality Assurance (QA) support for all of Montrose's brownfield projects in the northeast and also leads Phase I/II ESA and cleanup planning activities. Additionally, Steve is an experienced grant writer and provides QA review of grant applications. **Expertise:** QA Oversight of Phase I/II ESAs, Cleanup Planning and Remedial Action; Brownfield Grant Programmatic Compliance; Grant Applications; Community Outreach/ Stakeholder Engagement; Brownfield Inventory/Site Prioritization.

Katie Nelson, Senior Scientist (Montrose)
Katie has been providing brownfield assessment and remediation services to clients since 2011. She has led efforts for completing Phase I/II ESAs, RBM Surveys and cleanup plans for dozens of projects on behalf of municipalities throughout Vermont as well as numerous complex environmental assessment and remediation projects for private clients. **Expertise:** Phase I/II ESAs; RBM Surveys; Cleanup Planning and Oversight.

Ryan Givens, AICP, Brownfield Planning Lead (Montrose)
Ryan is a Revitalization Planner / Urban Designer with over 24 years of experience in all facets of land planning with a particular focus on community design and economic development strategies. Ryan has led many diverse community design projects in both urban and rural settings. Ryan is passionate about urban places and revealing untapped potential in legacy neighborhoods/districts. Ryan has specific experience in redevelopment, master planning, long-range strategy plans, community visioning, and conceptual design. **Expertise:** Brownfield Revitalization Planning; Community Outreach and Visioning; Conceptual Designs.

Joe Weith, CCIM, Market Research & Redevelopment Planning Specialist (W+B)
Joe has over 30 years experience in land planning, providing him with a unique perspective and extraordinary insight to market research and redevelopment planning. Joe provides expert understanding and advice in analyzing and securing sites for development, dealmaking, conducting market and trade area analysis, financial analysis, successfully navigating the permitting and approval process, and managing complex projects. He will support this project as chief real estate advisor for site-specific and area-wide planning activities.

Daniel Voisin, Technical Leader (Stone)
Dan is a Senior Geologist and Director of Environmental Assessment and Remediation Services at Stone with 26 years of experience. He will serve as a QEP under this contract. Since 2005, Dan has served as Program Manager for Stone's brownfield redevelopment general services contracts. He has managed hundreds of site investigations under DEC-approved work plans and EPA-approved Quality Assurance Project Plans (QAPPs). Dan has helped dozens of property owners and developers enroll and complete the obligations of the DEC's BRELLA program. He has provided leadership and technical skills to assessment and redevelopment projects across the state, including the Jones & Lamson and 453 Pine Street Brownfield Economic Development Alliance (BERA) sites, the Edgar May Health and Recreation Center and Jeffersonville Granary redevelopment projects, and Area Wide Brownfield Plans across the state.

Annemarie Fortune, AICP, Lead Planner (Stone)

Annemarie is an experienced planning professional committed to developing more resilient and equitable communities through policy, system, and environmental changes. As Stone's Brownfields Program Manager, Annemarie is involved across projects to address common barriers and challenges associated with brownfield redevelopment to help expedite progress from environmental due diligence through remediation and closure. This includes brownfield and redevelopment funding navigation, stakeholder coordination, community engagement, and support of parallel regulatory processes. Before joining Stone, she collaborated with stakeholders in local and state government, the development community, and community-based organizations to advocate for innovative, place-based solutions to complex environmental health challenges. She will serve as lead planner on this project, supporting implementation activities such as community engagement. Annemarie has provided extensive planning support for the Catamount Arts Creative Arts Campus Hub project in St. Johnsbury and the redevelopment of the former Springfield Foundry building as part of the Edgar May Health and Recreation Center project in Springfield.

Katrina Mattice, PE, Senior Engineer (Stone)

Katrina is a licensed Vermont Professional Engineer (PE) and project manager with over 15 years of experience conducting site investigations and remediation of hazardous and contaminated sites. She is well-versed in hazardous site investigation techniques and remediation strategies, including investigating and treating emerging contaminants such as per- and poly-fluoroalkyl substances (PFAS), vapor intrusion assessment and mitigation, environmental regulatory compliance, and remedial planning and implementation. As a Vermont licensed PE and Class 2 Water Operator, Katrina has performed source permitting, water system operations, and troubleshooting for public water systems. Katrina has been the Project Manager for Ernie's Garage (Ayer's Auto) in Barre and oversees brownfield sites from assessment through remediation throughout Vermont.

Rebecca Treat, PG, Senior Geologist (Stone)

Rebecca is a licensed Professional Geologist (PG) with nearly 20 years of experience in environmental project management and geological field investigations. She has served as the lead technical expert for brownfield projects throughout Vermont and northern New England, conducting investigations and cleanups for PFAS, chlorinated solvents, metals, petroleum, and hazardous building materials. Rebecca is skilled at managing complex sites with comingled contaminant plumes, developing dynamic approaches for site investigations, and implementing remedial strategies. She serves as Project Manager for brownfield projects throughout the state, including for Catamount Arts in St. Johnsbury, and Turning Point Center of Central Vermont and 12 Keith Avenue (the former Ormsby Computer Store) in Barre.

Todd Hobson, Regulated Building Materials Survey Lead (CPAI)

Todd is the President/Owner of CPAI and is responsible for management of all technical and business aspects of the firm. Todd has over 40 years of technical experience in the asbestos, lead, indoor air quality, and hazardous materials management industries, and an additional five years of experience in the field of personnel management. Todd has provided environmental consulting services on over 6,000 asbestos projects, 2,500 lead-based paint projects, and 900 indoor air quality improvement projects ranging in value from $500 to $4.6 million.

Kyle Austin, Regulated Building Materials Survey Support (CPAI)

Kyle has been an Environmental Associate and Laboratory Manager at CPAI since 1994. He is responsible for providing technical management for various hazardous waste operations and conducting Phase I ESAs, mold investigations, remediation projects, hazardous building materials and asbestos surveys, and abatement projects. His lab management responsibilities include administration of Quality Assurance/Quality Control (QA/QC) Programs, analysis of airborne asbestos fibers, and management of materials and personnel.

B. SIMILAR PROJECT EXPERIENCE

B.1. EPA BROWNFIELD GRANT PROJECTS

Montrose's key staff have exceptional experience with securing, leveraging and effectively utilizing local, state, and federal resources to build some of the most successful brownfield programs in Vermont and beyond. Project Manager Andrea Pedersen and Project Principal Chris Gdak have personally assisted with over 100 EPA Grant projects totaling over $50 million (M). In 2022-24 alone, Chris and Andrea's teams celebrated 100% success rates in securing 60/60 EPA Grants totaling over $60M for communities across the U.S. This has included assisting the Addison County Regional Planning Commission (RPC), NVDA, and Town of St. Johnsbury with securing seven EPA Brownfield Assessment, Cleanup, Multipurpose, and RLF Grants over the past six years alone. Our brownfield grant specialists have assisted communities throughout the Northeastern U.S. with numerous other EPA Brownfield Grants over the past two decades, including the following projects:

TABLE 3: EPA BROWNFIELD GRANT EXPERIENCE IN EPA REGIONS 1, 2 & 3 (SINCE 2018)

EPA REGION	GRANTEE NAME & LOCATION	TYPE OF EPA BROWNFIELD GRANT(S) SECURED	AWARD YEAR(S)*	TOTAL FUNDING AWARDED	KEY PERSONNEL INVOLVEMENT
1	Town of St. Johnsbury, VT	Multipurpose & Cleanup (St. Johnsbury Armory)	2024, 2021	$1,500,000	Andrea Pedersen (Project Manager) Chris Gdak (Senior Advisor) Kevin Ignaszak (Remediation Lead) Katie Nelson (Assessment Lead) Steve Campbell (QA Lead) Todd Hobson (RBM Survey Lead) Kyle Austin (RBM Survey Lead)
1	Northeastern Vermont Development Association (VT)	Assessment Coalition (x3) & RLF	2023, 2021, 2018	$3,200,000	Andrea Pedersen (Project Manager) Chris Gdak (Strategic Advisor) Steve Campbell (Technical Advisor) Kevin Ignaszak (Remediation Lead) Katie Nelson (Assessment Lead) Kyle Austin (RBM Survey Lead)
1	Springfield Medical Care Systems	Cleanup (Edgar May Health and Recreation Center)	2024	$1,890,000	Dan Voisin (Senior Project Manager) Annemarie Fortune (Program Manager) Katrina Mattice (Project Manager) David Jensen, PE (Project Manager) Laura Rajnak (Project Manager)
1	Two Rivers Ottauquechee Regional Commission (VT)**	Assessment (x2)	2023, 2019	$800,000	Dan Voisin (Senior Project Manager) Annemarie Fortune (Program Manager) Rebecca Treat (Project Manager) Katrina Mattice (Project Manager)
1	Windham Regional Commission (VT)**	RLF (x2) & Assessment	2023, 2022, 2019	$3,300,000	
1	NW Regional Commission (VT)**	RLF (x4) & Assessment (x2)	2023, 2021, 2020, 2019	$3,405,000	
1	Rutland Regional Planning Commission **	Assessment	2023	$400,000	Dan Voisin (Senior Project Manager) Annemarie Fortune (Program Manager) Katrina Mattice (Project Manager) Jennifer Cypher (QA Manager)
1	Addison County RPC (VT)*	Assessment	2022	$500,000	Andrea Pedersen (Project Manager) Steve Campbell (Technical Leader) Katie Nelson (Phase I/II ESA Lead) Chris Gdak (Strategic Advisor)
1	Mount Ascutney Regional Commission (VT)**	RLF (x3) & Assessment	2022, 2020, 2018	$3,000,000	Dan Voisin (Senior Project Manager) Annemarie Fortune (Program Manager) Rebecca Treat (Project Manager) Katrina Mattice (Project Manager)
1	Chittenden County Regional Planning Commission (VT)**	Assessment (x2)	2023, 2018	$800,000	
1	Lamoille County Planning Commission (VT)**	Assessment	2022	$370,000	
1	Town of Springfield, VT**	Assessment	2018	$250,000	Dan Voisin (Senior Project Manager) Katrina Mattice (Project Manager)
2	Livingston County, NY	Assessment Coalition	2024	$1,500,000	Steve Campbell (Project Manager) Andrea Pedersen (Grant Specialist) Katie Nelson (Assessment Lead) Kevin Ignaszak (Remediation Lead)

EPA REGION	GRANTEE NAME & LOCATION	TYPE OF EPA BROWNFIELD GRANT(S) SECURED	AWARD YEAR(S)*	TOTAL FUNDING AWARDED	KEY PERSONNEL INVOLVEMENT
2	Seneca County, NY	Assessment Coalition	2024	$1,500,000	Steve Campbell (Project Manager) Andrea Pedersen (Grant Specialist) Katie Nelson (Assessment Lead) Kevin Ignaszak (Remediation Lead)
2	Wayne County Regional Land Bank Corporation (NY)	Multipurpose	2023	$800,000	Steve Campbell (Project Manager) Andrea Pedersen (Grant Specialist)
2	Wayne County, NY	Assessment Coalition (x2) & RLF	2023, 2022, 2020	$2,600,000	Steve Campbell (Project Manager) Andrea Pedersen (Grant Specialist) Katie Nelson (Assessment Lead) Kevin Ignaszak (Remediation Lead)
2	Syracuse Industrial Development Agency (NY)	Multipurpose	2023	$800,000	Chris Gdak (Author & Grant Strategist) Andrea Pedersen (Senior Reviewer)
2	Syracuse Economic Development Corp. (NY)	RLF	2023	$1,000,000	Andrea Pedersen (Senior Reviewer) Chris Gdak (Grant Strategist)
2	Greater Syracuse Land Bank (NY)	Assessment Coalition (x2)	2023, 2019	$,1,600,000	Andrea Pedersen (Project Manager) Steve Campbell (Technical Leader) Chris Gdak (Strategic Advisor)
3	Downtown Dover Partnership (DE)	Multipurpose***	2024	$1,000,000	Chris Gdak (Lead Author) Andrea Pedersen (Senior Reviewer) Emily Andrews (Co-Author)
3	SEDA Council of Governments (PA)	Assessment Coalition****	2024	$1,500,000	Joe Kraycik (Project Manager)
3	Cameron County, PA	Assessment Coalition***	2024	$600,000	Steve Campbell (Lead Author) Katie Nelson (Co-Author) Emily Andrews (Co-Author)
3	Town of Dumfries, VA	Multipurpose***	2024	$1,000,000	Steve Campbell (Lead Author) Emily Andrews (Co-Author)
3	City of Morgantown, WV	Cleanup (White Park Woodlands)	2024	$1,000,000	Steve Campbell (Technical Advisor)
3	City of Wheeling, WV	Cleanup (Clay School Building)	2024	$1,999,062	Steve Campbell (Technical Advisor)
3	Montgomery County Redevelopment Authority (PA)	Assessment (x2) & RLF (x3)	2023, 2022, 2020, 2018	$2,675,000	Joe Kraycik (Project Manager)
3	City of Roanoke, VA	Assessment	2023	$400,000	Ann Marie Gathright (Project Manager)
3	Central Virginia PDC (VA)	Assessment	2022	$500,000	Joe Kraycik (Project Manager)
3	Paden City Development Authority (WV)	Assessment	2022	$500,000	Leah Mistick (Project Manager)
3	Somerset County Economic Development Council (PA)	Assessment Coalition	2021	$600,000	Leah Mistick (Project Manager)
3	SEDA Council of Governments (PA)	Assessment	2021	$300,000	Joe Kraycik (Project Manager)
3	Belomare Regional Council (WV)	Assessment (x2)	2021, 2019	$800,000	Leah Mistick (Project Manager)
3	City of Wheeling, WV	Cleanup	2021	$359,953	Leah Mistick (Project Manager)
3	City of Waynesboro, VA	Assessment	2020	$300,000	Joe Kraycik (Project Manager)
3	City of Fairmont, WV	Assessment	2018	$200,000	Leah Mistick (Project Manager)
3	City of Huntington, WV	Assessment & RLF	2020, 2018	$1,650,000	Patty Hickman (Project Manager)
3	City of Weirton, WV	RLF	2018	$800,000	Patty Hickman (Project Manager)
TOTAL GRANT FUNDING SECURED/IMPLEMENTED IN EPA REGIONS 1-3 SINCE 2018:				**$46,049,015**	

**Services prior to 2023 were provided by Montrose staff at a previous employer. ** Stone provided QEP services under general services agreement(s). ***Montrose provided grant writing services only. ****Montrose provided grant implementation services only.*

Once funded, our grant specialists work with our clients to effectively utilize brownfield grant funding to develop successful brownfields & community revitalization programs, including: grant/project management support; grant implementation strategies; community outreach and engagement support; brownfield inventory, site prioritization and eligibility support; preparation of Master Quality Assurance Project Plans (QAPPs), Site-Specific QAPPs (SSQAPPs), Phase I/II ESAs, regulated building materials (RBM) surveys, Evaluation of Corrective Action Alternatives (ECAAs) and Analysis of Brownfield Cleanup Alternatives (ABCAs), Corrective Action Plans (CAPs) and Corrective Action Construction Completion Reports (CACCRs); site-specific reuse and area-wide plans; and compliance with project work plans, cooperative agreements, and other regulations.

B.2. SELECT PROJECT EXAMPLES WITH REFERENCES

Montrose's key staff have exceptional experience with securing, leveraging and effectively utilizing local, state, and federal resources to build some of the most successful brownfield programs in Vermont, including the following select project examples (with references):

EPA Brownfield Assessment Coalition & Revolving Loan Fund (RLF) Grants | VT (Montrose, Stone & CPAI)

Montrose Project Manager Andrea Pedersen assisted NVDA with securing and implementing three EPA Assessment Coalition Grants totaling $2.2M. The 2018 and 2021 grants were both completed one year ahead of schedule. In fall 2022, Andrea wrote a third Assessment Coalition Grant (for $1M) as well as an RLF Grant ($1M) application. Both applications were funded and, in July 2023, NVDA selected Montrose to manage implementation activities for both grants as well as assist with preparing additional applications for the upcoming grant competition. In just 15 months, we have completed eligibility requests for 34 properties and Montrose, Stone and CPAI have collectively completed (or are currently completing) assessment activities at 28 of these properties. As part of the last three Assessment Coalition Grant projects, Andrea managed Phase I/II ESAs, RBM Surveys, and cleanup plans (ECAAs/ABCAs, CAPs, and Abatement Plans) for nearly 50 properties. In addition to Andrea Pedersen, Project Principal Chris Gdak, Technical Leads Kevin Ignaszak and Daniel Voisin, Assessment Lead Katie Nelson, Planning Lead, Annemarie Fortune, QA Lead Steve Campbell and other current Montrose, Stone and CPAI staff have supported Phase I/II ESA and cleanup planning activities for the majority of these sites. **Table 4** details select sites our team has worked on under NVDA's Brownfield Assessment Coalition Grants since 2018.

Table 4: Experience Conducting Assessment & Cleanup Planning Activities Funded by NVDA's EPA Grants

Site Name & Location	Services Provided	Montrose Staff	Stone	CPAI	W+B
Former True Temper Factory – 575 Concord Ave, St. Johnsbury	Phase I/II ESA, RBM Survey, BRELLA Enrollment	X		X	
Former Walgreens Store - 502 Railroad Ave, St. Johnsbury	Phase I/II ESA, RBM Survey, BRELLA Enrollment	X		X	X
St. Johnsbury Armory - 1249 Main St, St. Johnsbury	Phase I/II ESA, Cleanup Planning, BRELLA Enrollment	X		X	X
Gallery Building - 36 Eastern Ave, St. Johnsbury	Phase I ESA, Vapor Intrusion Study		X		
Packard Court – 1244-1262 Main St & 30 Prospect St, St. Johnsbury	Phase I/II ESA, Cleanup Planning, BRELLA Enrollment	X			X
New Avenue Apartments – 10 Eastern Ave, St. Johnsbury	Phase I/II ESA, RBM Survey, Cleanup Planning, BRELLA Enrollment	X		X	
Northern Forest Center Property – 560 Railroad St, St. Johnsbury	Phase I/II ESA, RBM Survey, BRELLA Enrollment	X		X	
CN Brown Property – 483 Bay St, St. Johnsbury	Phase I/II ESA, Cleanup Planning	X			
Catamount Arts Theatre - 115 Eastern Ave, St. Johnsbury	Phase II ESA & Cleanup Planning, BRELLA Enrollment		X		
Octagon & Carriage House – 105 & 107 Eastern Ave, St. Johnsbury	Phase I/II ESA & Cleanup Planning, BRELLA Enrollment	X			
Portland Street Auto Repair Shop – 599 Portland St, St. Johnsbury	Phase I ESA	X			
Former St. Jay Hardware Store - 74 Eastern Ave, St. Johnsbury	Supplemental Phase II ESA		X		
Former Glove Factory - 131 Railroad St, St. Johnsbury	Supplemental Phase II ESA		X		
Ide Building - 202 Bay St, St. Johnsbury	Phase II ESA & Cleanup Planning		X		
Maple Center Motel & Black Bear Tavern - 202 Bay St, St. Johnsbury	Phase I ESA	X			
Former Print Shop - 89 Maple Street, St. Johnsbury	Phase I ESA & Phase II ESA SSQAPP		X		
Warming Shelter - 72 Moose River Dr, St. Johnsbury	Phase I ESA & RBM Survey	X		X	
Caledonia Renaissance Housing - 5 Properties in St. Johnsbury	Phase I ESA		X		
NEKCA Community Resource Center - 1197 Main St, St. Johnsbury	Phase I/II ESA, BRELLA Enrollment		X		

Site Name & Location	Services Provided	Montrose Staff	Stone	CPAI	W+B
Greensboro Town Hall & Grange - 71 Laurendon Ave & 82 Craftsbury Rd, Greensboro	Phase I ESA & RBM Survey		X	X	
Lyndon Town Garage - 433 E Burke Rd, Lyndon	Phase I/II ESA, RBM Survey, Cleanup Planning	X		X	
Yellow Barn - 281 VT Route 15, Hardwick	Phase I/II ESA, Cleanup Planning, BRELLA Enrollment	X			
Mill Street Bank & Service Station - 21 & 47 Mill St, Hardwick	Phase I ESA	X			
Former East Hardwick Fire Station - 117 Main St, East Hardwick	Phase I/II ESA, RBM Survey, BRELLA Enrollment	X		X	
Bogner Manufacturing - 172 Bogner Dr, Newport	Phase I/II ESA, RBM Survey, BRELLA Enrollment	X	X	X	
Gardner Memorial Park - 129 Gardner Park Rd, Newport	Phase I/II ESA	X			
Sacred Heart School - 119 Clermont Terrace, Newport	Phase I ESA, RBM Survey, BRELLA Enrollment	X		X	
NEKCA Community Resource Center - 76 Lakemont Rd, Newport	Phase I/II ESA, RBM Survey, BRELLA Enrollment		X	X	
Former Bayview Motel - 501 Pleasant St, Newport	Phase I ESA		X		
Barton Motors - 476 Main St/46 Porter Lane, Barton	Phase I ESA, BRELLA Enrollment	X			
Barton Village Store - 493 Main St, Barton	Phase I ESA, BRELLA Enrollment	X			
Muriel B. Harris Trust Property - 4432 VT Route 5, Sutton	Phase I/II ESA, Cleanup Planning	X	X		
Barnie's Market & Gas Station - 167 Main St, Concord	Phase I/II ESA, BRELLA Enrollment	X	X		
NEKCA Community Resource Center - 23 Gale St, Canaan	Phase I/II ESA, RBM Survey, BRELLA Enrollment		X	X	
Lapierre Equipment - 303 Willoughby Avenue, Orleans	Phase II ESA		X		
Wheelock Village Store & Gas Station - 1311 VT-122, Wheelock	Phase I/II ESA, BRELLA Enrollment		X		
East Haven Radar Base - Radar Road, East Haven	Phase I/II ESA, BRELLA Enrollment	X			
Hyde Valley Park Hotel - 5525 VT Route 100, Hyde Park	Supplemental Phase II ESA		X		

Services by provided by Montrose staff under NVDA's 2018 and 2021 grants were completed with a previous employer.

In addition to assisting NVDA with multiple Assessment Coalition Grants, Montrose is also assisting NVDA with implementation of a Brownfield RLF Grant. Our staff helped NVDA secure their first Brownfield RLF Program and over the past year have assisted NVDA with establishing their new program. This includes developing a robust policy and procedures manual detailing the RLF process, the terms and conditions subrecipients are required to adhere to, and developing loan and subgrant agreement templates in accordance with EPA requirements. To date, two sites have been nominated for funding and two more are anticipated to be nominated by the end of 2024.

PROJECT INFORMATION	
Client Name:	Northeastern Vermont Development Authority (NVDA), VT
Client Reference:	David Snedeker, Executive Director, NVDA Address: 36 Eastern Ave, St Johnsbury, VT 05819 | E: dsnedeker@nvda.net | P: 802-748-8303
Dates of Service:	2017 to Present *(Services provided by Montrose staff prior to 2023 were with a previous employer.)*
Key Staff Involvement:	• Andrea Pedersen, Project Manager • Chris Gdak, Project Principal / Senior Advisor • Kevin Ignaszak, PE, Technical Lead • Steve Campbell, QA Lead • Katie Nelson, Assessment Lead • Ben Seifert, Assessment Lead • Shannon Keenan, Field Technician • Adam Doubleday, Field Crew Lead • Emily Andrews, CPG, Grant Specialist • Ryan Givens, Community Engagement Support • Daniel Voisin, Technical Lead (Stone) • Annemarie Fortune, Brownfield Specialist (Stone) • David Jensen, Assessment Lead (Stone) • Katrina Mattice, Assessment Lead (Stone) • Rebecca Treat, Assessment Lead (Stone) • Todd Hobson, RBM Inspector & Management Lead (CPAI) • Kyle Austin, RBM Inspector (CPAI) • Joe Weith, Real Estate Advisor (W+B)

EPA Brownfield Cleanup and Multipurpose Grants| St. Johnsbury, VT (Montrose & CPAI)

In 2020, Montrose Project Manager Andrea Pedersen, Remediation Lead Kevin Ignaszak, QA Lead Steve Campbell, and other Montrose staff assisted the Town of St. Johnsbury with securing a $500,000 EPA Brownfield Cleanup Grant, including preparing the initial ABCA while working for a previous employer. Andrea has provided grant management, additional funding support, consultant oversight, assistance with Section 106 National Historic Preservation Act (NHPA) requirements, and preparation of the Environmental Review/Checklist required by Housing and Urban Development (HUD). In June 2023, the Town awarded Montrose the next phase of cleanup planning and oversight work. Montrose remediation specialists developed strategies to address PCB-impacted materials, refined work plans and cost estimates, facilitated regulatory negotiations, prepared bid specification packages and assisted with selection of the abatement contractor. We utilized staff with CPAI to assist with overseeing asbestos and lead-based paint abatement as well as construction monitoring activities. Additionally, W+B provided real estate advisory services to the Town as part of reuse planning activities. Cleanup is currently underway.

Additionally, in 2023 Montrose was selected by the Town of St. Johnsbury to assist with securing and implementing a $1M FY2024 EPA Brownfield Multipurpose Grant, to assist with assessment, cleanup and redevelopment of the former True Temper site. The True Temper site is an 8-acre riverfront property that with former wooden dowel manufacturing business. The factory that has fallen into disrepair from many years of neglect. Montrose completed a robust site investigation and is assisting the Town with cleanup planning. CPAI conducted the RBM Inspection and will provide construction oversight during demolition activities. W+B has been retained to provide real estate advisory services as part of reuse planning. The Town has formed a partnership with a developer to redevelop the site with market-rate housing.

PROJECT INFORMATION	
Client Name:	Town of St. Johnsbury, VT
Client Reference:	Joe Kasprzak, Assistant Town Manager, Town of St. Johnsbury Address: 51 Depot Square,Suite 3, St. Johnsbury, VT 05819 | E: jkasprzak@stjvt.com | P: 802-748-3926 (ext. 5)
Dates of Service:	2020 to Present *(Services provided by Montrose staff prior to 2023 were with a previous employer.)*
Key Staff Involvement:	• Andrea Pedersen, PM & Lead Grant Writer • Kevin Ignaszak, PE, Remediation Lead • Katie Nelson, Quality Assurance Manager • Chris Gdak, Senior Advisor & Funding Strategist • Steve Campbell, Grant Writer & Sr. Technical Advisor • Todd Hobson, RBM Management & Construction Oversight (CPAI) • Kyle Austin, RBM Inspector & Air Sample Analyst (CPAI) • Joe Weith, Real Estate Advisor (W+B)

New Avenue Apartments | St. Johnsbury, VT (Montrose Staff & CPAI)

Originally constructed in 1897 as the "New Avenue House," the building was one of the grandest hotels of its day. The hotel stopped operating in 1970 and the upper floors were converted into apartments while the street level floor was converted to commercial space, all of which suffered from years of neglect thereafter. In 2018, non-profit housing developer Evernorth purchased the building and partnered with RuralEdge to restore the residential floors. NVDA's 2018 EPA Brownfield Assessment Grant funded multiple phases of assessment work in support of renovation activities, including an extensive RBM Survey (completed by CPAI), a vapor intrusion survey, a Phase II ESA that included removal of an underground storage tank (UST), and a supplemental Phase II ESA. Other funding sources were used for cleanup activities. CPAI developed the project design/bid document for the abatement project, administered a competitive bid process for environmental contractors, performed on-site project monitoring of the selected abatement contractor and conducted all clearance testing and visual inspections for successful completion of the specified abatement scope of work. The abatement project cost over $1M. Construction was completed in 2022 and cleanup and redevelopment costs totaled nearly $15M

PROJECT INFORMATION	
Client Name:	NVDA & Evernorth
Client Reference:	Kathy Beyer, Senior Vice President of Real Estate Development, Evernorth Address: 100 Bank St #400, Burlington, VT 05401 | P: 802.863.8424 | E: kbeyer@evernorthus.org
Dates of Service:	2019 – 2021 *(Services provided by Montrose staff at a previous employer.)*
Key Staff Involvement:	• Andrea Pedersen, PM & Grant Specialist for NVDA • Todd Hobson, Abatement Planning & Oversight Lead (CPAI) • Kyle Austin, RBM Survey Lead & Abatement Oversight Support (CPAI)

US Federal Building, 88 State Street | Montpelier, VT (CPAI)

CPAI has provided various environmental consulting services to the US GSA on/within this building for over 20 years, including asbestos inspections, lead-based paint inspections, PCB's in building materials inspection, and indoor air quality testing (mold). Notably, we are providing ongoing services in the aftermath of the July 2023 flood event that significantly damaged the building infrastructure and closed the building.

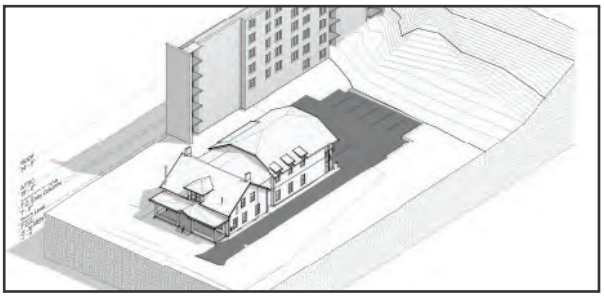
PROJECT INFORMATION	
Client Name:	US General Services Administration
Client Reference:	Jack Darling, Supervisory Project Manager, US General Services Administration Address: 11 Elmwood Ave, Burlington, VT 05401 | P: 802.527.6938 | E: jack.darling@gsa.gov
Dates of Service:	Over 20 Years
Key Staff Involvement:	• Todd Hobson, Inspections, Project Design, Contractor Bid Process Administration & Project Monitoring (CPAI) • Kyle Austin, Inspections, Project Monitoring and Air Sample Analysis (CPAI)

Shelter Housing, 31 Kieth Street | Barre, VT (CPAI)

CPAI provided asbestos inspection, lead-based paint inspection, asbestos abatement project design, asbestos contractor bid process administration, asbestos project monitoring (including project clearance) and lead dust wipe sampling in support of renovation of this multi-family residence into a community shelter.

PROJECT INFORMATION	
Client Name:	Vermont Council of Rural Development - Downstreet Housing & Community Development
Client Reference:	Kaziah Haviland, Village Trust Program Manager, Vermont Council of Rural Development Address: 9 Bailey Ave, Montpelier, VT 05601 |P: 802.477.1344 | E: khaviland@downstreet.org
Dates of Service:	2022-2023
Key Staff Involvement:	• Todd Hobson, Inspections, Project Design, Contractor Bid Process Administration & Project Monitoring (CPAI) • Kyle Austin, Project Monitoring, Air Sample Analysis (CPAI)

Turning Point Center of Central Vermont | Barre, VT (Stone)



Since 2021, Stone has provided environmental and engineering services in support of Turning Point Center of Central Vermont's (TPCCV's) planned redevelopment of a vacant underutilized property located in Barre into a model recovery center.

Stone was retained by the City of Barre on behalf of TPCCV to complete a Phase I Environmental Site Assessment (ESA) in 2021 prior to purchase. Stone identified recognized environmental conditions and TPCCV subsequently enrolled in the Brownfields Program (BRELLA).

In 2023, Stone was retained by the CVRPC to perform a Phase II ESA with grant funding provided by the ACCD. Urban fill soils containing concentrations of metals and polycyclic aromatic hydrocarbons (PAHs) above resident and non-resident Vermont soil standards were identified at the Site. Additionally, residual petroleum impacts associated with an adjacent hazardous waste site were identified in soil gas at the Site above resident vapor intrusion standards.

A CAP was prepared in August 2023 to mitigate direct contact exposure risks to surficial soils, inhalation risks posed by soil gas, and to manage excess soils during redevelopment activities. Stone assisted TPCCV in applying for ACCD Brownfield Redevelopment

Funding (BRF) and the project was subsequently awarded a $556,443 cleanup grant in October 2023. Remedial implementation is anticipated to begin in spring 2024. Remedial actions will include separation and a small demolition of a portion of the building, soil management, installation of engineered barriers, and institutional controls to manage vapor intrusion and maintain barriers.

PROJECT INFORMATION	
Client Name:	Turning Point Center of Central Vermont
Client Reference:	Clare Rock, Senior Planner, CVRPC Address: 29 Main St, Suite 4, Montpelier VT 05602 | Email: rock@cvregion.com | Phone: 802-229-0389
Dates of Service:	2021 to Present
Key Staff Involvement:	• Rebecca Treat, Project Manager (Stone) • Annemarie Fortune, Lead Planner (Stone) • Dan Voisin, Senior Technical Advisor (Stone) • Katrina Mattice, Senior Engineer (Stone)

Edgar May Health and Recreation Center | Springfield, VT (Stone)

The Edgar May Health and Recreation Center (EMHRC) was constructed in 2005 and 2006 to provide community health and fitness programs to the community by redeveloping an approximately 20,000-square-foot building that operated as a foundry, paint shop, and machine shop for over 50 years. These industrial practices resulted in widespread surface and shallow soil contamination by certain metals, polynuclear aromatic hydrocarbons (PAH), sediment in the adjoining Black River, and PAHs in groundwater. The use of polychlorinated biphenyl (PCB)-contaminated lubrication fluids and machine oils also contaminated building materials within Plant #4. Between 2010 and 2011, Stone performed a Phase I/II ESAs and Corrective Action Feasibility Investigation (CAFI) of the EMHRC under contracts with the former site owner, the Southern Windsor County Regional Planning Commission (now Mount Ascutney Regional Commission [MARC]), and the DEC Brownfield Response Program. In 2013, VT DEC approved a Partial CAP prepared by Stone to manage soil contaminated with foundry waste and urban fill on-site, disposal off-site, and subsequent installation of an engineered barrier (soil cap) over a planned playground area.

The Supplemental Site Investigation (SSI), completed by Stone in 2020 and 2021, focused on assessing the degree and extent of PCB-contaminated building materials in Plant #4. Stone prepared an Evaluation of Corrective Action Alternatives (ECAA) that compared remedial strategies to address the widespread PCB contamination, including PCB bulk products and PCB remediation wastes. Project stakeholders selected targeted removal of PCB-contaminated concrete, decontamination of non-porous surfaces, and removal of PCB-contaminated paint as a PCB bulk product waste. Stone has since prepared a Risk-Based Cleanup Plan. In addition to technical brownfields expertise Stone has been supporting the Edgar May through valued-added brownfields redevelopment services. Stone supported securing over three-million dollars in CAP implementation funding consisting of Agency of Commerce and Community Development Brownfield Revitalization Funding and EPA Cleanup Funding. This included the development of a successful $1,890,000 EPA Cleanup Grant application that crafted a compelling case for the project that combined sociodemographic, environmental, and community data to articulate the need, alignment with existing plans, environmental justice, and community support for the project. The revitalization plans for the project consist of two phases equating to over $15 million in construction and development costs. To support this massive effort, Stone is collaborating with the EMHRC to help them leverage the complex funding mix necessary to see the project to fruition. Stone provided technical assistance to ensure the 2023 Regional Priority Project list included the project, prioritizing it for State funding and amplifying project goals across State agencies. With Stone's assistance, the EMHRC was invited to apply for the Northern Borders Regional Commission Catalyst Program. Stone supported their $1 million application, including developing narrative responses, a detailed work plan, and a project budget, and provided a technical review of the final application to ensure it met all application criteria, aligned with program priorities, and resonated with scoring criteria. Beyond application assistance, Stone has helped to identify and prioritize funding resources that best align with their vision and capacity. This includes the development of a Resource Roadmap to guide the EMHRC in building a $15 million funding stack to support the adaptive reuse and expansion of a vacant brownfield building. Stone coupled this tool with the development of a Project Brief, which was quickly adopted by EMHRC leadership as a central marketing tool to communicate the project's early successes and needs to build project support. Stone is readying to begin CAP implementation.

PROJECT INFORMATION	
Client Name:	Springfield Medical Care Systems/Edgar May Health and Recreation Center
Client Reference:	Christian Craig, Executive Director, Edgar May Health and Recreation Center Address: 140 Clinton Street, Springfield, VT 05156 | E: ccraig@edgarmay.org | P: 802-885-2568
Dates of Service:	2010 to Present
Key Staff Involvement:	• Dan Voisin, Project Manager (Stone) • Annemarie Fortune, Lead Planner (Stone) • Katrina Mattice, Senior Engineer (Stone) • Laura Rajnak, QEP Oversight (Stone) • David Jensen, QEP Oversight (Stone)

Downtown Revitalization/Main Street Corridor Economic Development Initiative | St. Johnsbury, VT (W+B)

W+B was hired by the Town of St. Johnsbury in 2018 to evaluate the feasibility of a Tax Increment Financing (TIF) district in downtown. Unfortunately, scale was insufficient and the analysis showed there was not enough critical mass to justify the administrative overhead of managing a TIF District. Instead, W+B led the Town to focus on three key properties, two of which are municipally owned. The Armory, a historic structure from 1916, sits vacant with $2.5M of cleanup needed before it can be reused. Down the street, the fire department, police, and emergency dispatch are co-located in an undersized building needing repair and remediation as well. Across the street from the Armory is a vacant lot owned by RuralEdge that is prime for badly needed multi-family housing.

W+B is currently working with the Town to remediate and repurpose the old Armory into the new home of the police and dispatch services. The fire department is searching for a new, more central location, which would leave the current public safety building vacant. W+B has positioned this property to be ready for market in 2024 and have spoken with private entities who are interested in converting the historic building into mixed use – including a brew pub and apartments. With the Armory functioning as a public safety building, the vacant land across the street becomes more valuable and desirable as housing. Getting to this point included an extensive alternatives analysis. W+B ran the financials of several different options and ultimately focused on converting the Armory to a public safety building. W+B generated Selectboard and public support, particularly gaining confidence through the financial proformas and extensive research into funding opportunities and possible private interest. W+B is also working with a local food coop to assist in finding a suitable location or a build-to-suit, and helping to figure out the financing for the real estate aspects of their effort.

PROJECT INFORMATION	
Client Name:	Town of St. Johnsbury
Client Reference:	Joe Kasprzak, Assistant Town Manager, Town of St. Johnsbury Address: 51 Depot Square,Suite 3, St. Johnsbury, VT 05819 | E: jkasprzak@stjvt.com | P: 802-748-3926 (ext. 5)
Dates of Service:	2018 to Present
Key Staff Involvement:	• Joe Weith, Real Estate Advisor (W+B) • David White, Real Estate Advisor (W+B)

Area-Wide Planning Study | St. Albans, VT (W+B)

W+B led a project team consisting of development, environmental, and design professionals in conducting a targeted area wide planning study for a key block in downtown St. Albans. The project included an assessment of existing conditions and barriers to redevelopment, identification of opportunities and strengths, preparation of conceptual site designs, and financial feasibility analysis, and culminated in the formulation of realistic redevelopment strategies for several underutilized properties in the study area. The area wide plan provided a grand new vision for a neglected area of downtown St. Albans and presented important next steps to be taken by the City, property owners, developers, and investors to see this area transform into an attractive and vibrant piece of downtown. Work included a market analysis to understand general market conditions and level of demand to support redevelopment; financial analysis; public engagement; and formulation of realistic redevelopment strategies.

Since project completion, the City worked in partnership with a private developer to acquire a vacant, City owned historic building and redevelop it into a dance studio and apartments. The City also amended its zoning regulations to allow increased residential density and completed plans to upgrade infrastructure in the area including reconstruction of two key streets with streetscape improvements.

PROJECT INFORMATION	
Client Name:	Northwest Regional Planning Commission (NRPC)
Client Reference:	Greta Brunswick, Senior Planner, NRPC Address: 75 Fairfield Street, St. Albans, VT 05478 | E: gbrunswick@nrpcvt.com | P: 802-524-2948 (ext. 116)
Dates of Service:	2016 to 2017
Key Staff Involvement:	• Joe Weith, Real Estate Advisor (W+B) • David White, Real Estate Advisor (W+B)

B.3. EXECUTIVE SUMMARY FROM A RECENT PHASE I ESA REPORT

The executive summary from a Recent Phase I ESA Report completed as part of the implementation of the NVDA's FY2023 EPA Brownfield Assessment Coalition Grant is provided in **Appendix C.**

C. METHODOLOGY & APPROACH

C.1. BACKGROUND & UNDERSTANDING

We have thoroughly reviewed the RFP and other readily available information. We understand the CVRPC endeavors to secure and effectively leverage EPA funding to assess, cleanup and redevelopment brownfields throughout Washington and Orange Counties, including the 23 towns that make up the CVRPC region. We understand your mission to assist your member communities in providing effective local government and to work cooperatively to address regional issues.

We understand the overall goal of the CVRPC's Brownfields Program is to return sites with real or perceived contamination to the marketplace to be reused for the public good such as housing, commercial uses, parks, or green space. The program provides landowners with a better understanding of the funding sources, benefits, tax incentives, liabilities, insurance protection, and other tools available to redevelop sites. We understand the CVRPC has previously received state and federal funds to support its program, including the following EPA Brownfield Grants:

- $200,000 FY2003 EPA Brownfield Assessment Grant
- $400,000 FY2006 EPA Brownfield Assessment Grants
- $400,000 FY2015 EPA Brownfield Assessment Grant

We understand this funding has been utilized to bring abandoned and underutilized sites back into reuse. Previous success stories have included Ayer's Auto and City Place in Barre City, and the Center for Arts & Learning in Montpelier. Additionally, previous funding was leveraged to prepare the Northfield Brownfields Area-Wide Plan.

We understand the CVRPC has developed an inventory and other information related to brownfields in the region to allow for more effective planning by the CVRPC in furthering their assessment, cleanup if necessary, and redevelopment. Site prioritization and other key programmatic decisions have been led by the CVRPC Brownfields Advisory Committee, whose membership consists of representatives from municipalities, financial institutions, economic development sector, not for profit groups, public health agencies and other interested parties.

We understand the initial focus of this project will be securing a $1.2 FY2025 EPA Brownfield Assessment Coalition Grant and a $1M FY2025 EPA Brownfield Revolving Loan Fund (RLF) Grant, for which grant applications are due November 14, 2024. CVRPC and its partners have the potential to leverage significant grant and loan funding with other resources and development incentives to fuel public-private partnerships that will serve as the foundation for strengthening its Brownfields Program. **How can we help?**

C.2. GENERAL APPROACH

Montrose's Brownfields & Community Revitalization Practice provides integrated services to assist our clients in building successful programs to achieve their specific goals. From developing funding strategies and preparing grant applications, through environmental site assessment, remediation, and redevelopment activities, we implement best practices that combine the consistency of a national practice with local technical expertise and regulatory insight.

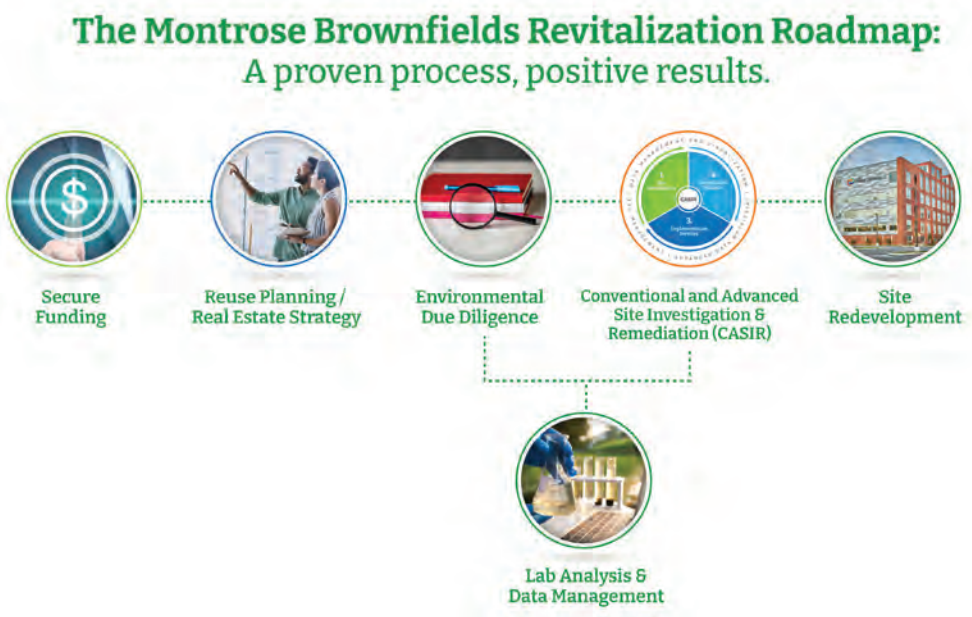
Our key staff have exceptional experience with securing, leveraging and effectively utilizing local, state, and federal resources to build some of the most successful brownfield programs in Vermont and beyond. With **over 400 staff in the Northeastern U.S.**, including our environmental consulting and engineering, in-house laboratory, data quality/management, and remediation technologies divisions, Montrose has the resources & capabilities to execute any type or size of project performed under this contract.

We will prepare scopes of work that meet your schedule and budget needs while delivering cost-effective solutions to achieve the technical goals & objectives. We start with an in-depth discussion to confirm your near-term priorities and goals. Having a solid understanding of what you want to achieve helps us better serve you and develop grant implementation strategies to help you meet your end goals. We strive to complete every project ahead of schedule and exceed the metrics established in your agency agreement(s). We do this by combining field events for multiple sites to minimize mobilization costs, developing efficient reporting procedures, maintaining excellent organization by assigning a seasoned project manager, and identifying the strongest team members for each assignment.

We will leverage established best practices to complete high quality brownfield inventories, Phase I/II ESAs, cleanup activities, and any other requested technical support. Our local technical specialists include Vermont PGs, PEs and environmental scientists and support staff that can prepare work plans, execute fieldwork, and complete quality reports and deliverables to achieve site closure and support reuse plans.

We are committed to meeting or exceeding your goals & objectives for this project. We are also committed to thinking outside the box as needed to tackle unique project delivery challenges and highly technical assignments through the deployment of CASIR technologies. Although we are a global company, our Brownfields & Community Revitalization Practice is nimble enough to partner with CVRPC and provide flexibility to meet you evolving needs.

Figure 6: Brownfield Roadmap



C.3. METHODOLOGY & APPROACH

Our proposed methodology for completing the various tasks associated with EPA Brownfield Grant application and implementation services is described in this section. Montrose's key staff will leverage its extensive experience with assisting with other EPA Brownfield Grant projects in Vermont and beyond, to effectively assist the CVRPC with grant management reporting, community outreach and engagement, enhancing existing inventories, and conducting high quality Phase I/II ESA and cleanup/reuse planning activities at your priority sites. The goal will be to leverage each dollar of funding towards achieving the outputs and outcomes identified in your Cooperative Agreement Work Plans, while positioning the CVRPC and other key stakeholders for additional funding to support cleanup and redevelopment activities.

C.3.1. Securing FY2025 EPA Brownfield Grants

Our initial focus will be to assist the CVRPC in forming a coalition to successfully apply for both a $1.2M FY 2025 EPA Brownfield Assessment Coalition Grant and a $1M EPA Brownfield RLF Grant. These grants are extremely flexible and can serve as the foundation for strengthening your Brownfields Program over the next few years. With our team's expertise and experience, we are confident we can help you prepare successful applications that will maximize your chances of success. These grants can be used for a wide variety of target areas, priority sites and activities throughout your entire jurisdiction, including:

- The definition of brownfields is extremely broad. All types of properties that are vacant, underutilized and/or have significant reuse potential can qualify.
- Funding can be used for both publicly and privately-owned sites.
- Grant funded activities can include
  - *Grant Management & Reporting.*
  - *Brownfield Inventories.*
  - *Community Engagement.*
  - *Phase I/II ESAs.*
  - *Cleanup Planning.*
  - *Site-Specific Reuse Planning.*
  - *Area-Wide Planning.*

We recommend you partner with a combination of two to four of your member communities and community-based organizations that include the most compelling target areas within your region. Compelling target area's include higher concentrations of brownfields and sensitive populations. We recommend you make the grant application as inclusive as possible to maximize the potential impact across your jurisdiction. Therefore, we recommend you consider selecting 3-4 priority target areas that will be the focus of your FY2025 grant applications. This may include neighborhoods within the communities of Montpelier, Barre, Northfield, Waterbury and/or other compelling areas throughout your region.

Key elements of our approach are as follows:

1. Priority Target Areas & Catalyst Sites: A compelling grant application identifies specific target areas with significant Environmental Justice (EJ) factors, including high concentrations of brownfields and sensitive populations. We have thoroughly reviewed recent plans developed by the CVRPC and its stakeholders, including the following plans as they relate to community driven redevelopment plans, strategies, and priorities. We can help identify catalyst sites within each potential target area to feature in the grant application and quantify the economic and non-economic benefits associated with the anticipated reuse plans.

Central Vermont Regional Planning Commission (CVRPC):

- **Central Vermont Regional Plan (CVRP)** – The CVRP Plan serves as the primary land use and preservation policy framework applicable to all the land and individual cities/towns within CVRPC's jurisdictional boundaries (local Municipal/Town Plans and other documents much align with the CVRPC). The CVRP aims to steer future growth in and around existing communities and developed areas (preserving farmland, forests, and natural resource areas). There are specific goals/policies that support downtown revitalization and brownfield assessment/reuse.

Barre:

- **Barre Municipal Plan** – The Plan guides local decisions relating to land use, transportation, and environmental protection. It places emphasis on downtown revitalization and prioritizing repurposing vacant, obsolete, and/or underutilized buildings (including brownfields). The Plan prioritizes investments in sidewalks, roadways, and beautification.
- **Barre Historic District** – Downtown is a designated Historic District which emphasizes preservation/reuse and discourages demolition. The City's website depicts a map and includes property information for the designated historic properties.
- Merchants Row Master Plan – The City prepared a master plan to enhance the Enterprise Alley which runs behind the buildings fronting Main Street and serves as a parking/loading facility for Downtown businesses. The Plan calls for enhanced parking, designated loading area, pedestrian passageways, and a new plaza in from of the Historic Pisnly Depot. In 2017, the City completed some capital improvement enhancements.

Montpelier:

- **Montpelier Master Plan –** The Plan serves as a research and long-range vision document to guide land use, capital projects, and environmental protection. The Plan places priority on protecting and enhancing Downtown and the City's neighborhoods – it

contains neighborhood profiles for each. The Plan specifically prioritizes adaptive reuse/infill and development on underutilized properties and brownfields (including Carr Lot, Stonecutters' Way and Turntable Park). For Downtown, it calls for reactivation of upper floors and capital improvement projects district wide.

- **Downtown Core Master Plan** – The Plan aims to define a vision and action plan for streetscape and land uses in the Downtown. It contains a map/conceptual plan identifying recommended capital projects, potential infill sites, and open space amenities. The Master Plan recommends streetscape enhancements on Main Street, State Street (and its bridge), Langdon Street (and bridge), Barre Street, and Elm Street.

Northfield:

- **Northfield Town Plan** – The detailed Town Plan serves as a long-range vision and policy document to guide growth, development, and preservation – it incorporates past planning documents including a 2016 Area-Wide Plan). The Plan aims to direct growth near existing development and specifically calls revitalization in Downtown and along its highways. The Plan lists notable brownfields prioritized for assessment and reuse. The Plan contains a Historic District map and locally-designated historic sites.
- **Ridge + Rivers Master Plan** – The Plan explores opportunities and capital projects to better connect neighborhoods/districts to open space amenities. The plan lists sidewalk and off-road trails at specific geographic locations. Notable sidewalk projects are planned for VT Route 12, Main Street, Peal Street, Cross Street, Crescent Avenue, and Paine Mountain Drive.
- **Northfield: Community Visit Report and Action Plan** – The Vermont Council on Rural Development assisted the community to conduct engagement and prepare the report to identify near-term community priorities; including a new community center, improved access, building university partnerships, and developing a downtown plan. The Report specifically recommends a downtown plan should define strategies to promote infill development and rehabilitate underutilized spaces.

Waterbury:

- **Waterbury Municipal Plan** – The Plan serves as the community's vision document and roadmap to guide land use, development, and preservation. The Plan calls for future urban development to occur in designated Growth Centers, along Route 100 and within neighborhoods. The Plan acknowledges that the interstate highway changed the local land use patterns and detracted investment away from Downtown.
- Waterbury Economic Development Strategic Plan – Two organizations led the planning effort to address "problem areas" associated with a constrained housing stock, limited commercial real estate market, and floodplain management. The Plan identifies opportunity area for economic development including Waterbury Center, Route 100 and 2 corridors, the Pilgrim Park Industrial Areas, and individual Downtown sites.

Washington:

- **Washington Town Plan** - The Plan serves as the primary policy document to guide growth and while projecting the community's rural character, whereas the Village District will receive the bulk of future development. The Plan stresses the need to protect the Town's historical character.

Orange:

- **Orange Town Plan** – The Plan serves as the primary long-range planning and policy document aimed to guide future growth and development – concentrating growth to developed areas and protecting natural areas are main themes. There is a high priority to obtain Village Center Designation status to support revitalization efforts. The Plan acknowledges the Town lacks a local permitting process (for new development projects).
- **Sidewalk Study** – The Town is presently conducting a sidewalk study for a segment of William Scott Memorial Highway between George Street and just west of the Orange Center School.

Williamstown:

- **Williamstown Town Plan** - The Plan guides land use decisions and capital improvement investments; also serves as the legal framework for any municipal ordinance. The Plan aims to enhance/invigorate Williamstown Village and project farm/natural areas. It calls for planning studies for the Williamstown Industrial Park and Village areas.
- **Vacant Building Ordinance** - The Town adopted laws to establish basic security and maintenance standards so that those structures do not deteriorate and become a community nuisance.

2. Brownfield Inventories & File Reviews: Once target areas and sites are selected, we gather historical and current site use information, as well as data from federal, state, and local databases, to better understand environmental conditions and identify potential priority redevelopment opportunities. We use this information to identify the areas with the highest concentrations of suspected brownfields.

3. Data Compilation & Interpretation: EPA requires information regarding cumulative environmental issues, health, and socioeconomic status of the community. Therefore, we gather target area level data from the American Community Survey (ACS), EPA's EJ Screen tool, the Climate and Economic Justice Screening Tool (CEJST), and other sources. We review large amounts of data to evaluate the most compelling information to present in your application that illustrates how brownfields are adversely impacting sensitive populations within the target areas. Compelling data (see table below) throughout the CVRPC's region include:

- Sensitive populations and socioeconomic indicators include areas of low-income and/or unemployed residents, and adults with less than high school education.
- Environmental burdens include lead-based paint, underground storage tanks, and proximity to industrial and heavy commercial facilities.
- Health indicators include greater numbers of disabled residents and areas (Barre) with lower life expectancy.
- Climate indicators include flood risk.
- Critical service gaps include areas lacking access to affordable housing, transportation, and healthy foods.

Table 5: EPA EJ Screen Data

EPA EJ Screen Data 9/15/24	Washington County VT Largest Cities/Towns				Orange County VT Communities		
	Montpelier	Barre	Northfield	Waterbury	Washington	Orange	Williamstown
Total Population	8,030	8,453	3,851	1,791	1,082	996	1,202
Low Income	19%	46%	25%	25%	21%	24%	22%
Environmental Burdens Percentile in VT							
Lead Paint	**82**	**84**	**85**	**70**	20	22	42
Facility Proximity	**88**	**69**	**68**	**92**	N.A.	N.A.	N.A.
Underground Tanks	**89**	**91**	**68**	**66**	36	N.A.	52
Socioeconomic Indicators Percentile in VT							
Unemployment Rate	57	**84**	38	42	**94**	**70**	30
Low Income	33	**91**	54	53	43	50	44
< High School Ed.	16	**86**	55	59	58	**79**	**79**
Health Indicators Percentile in VT							
Low Life Expectancy	**62**	**90**	47	34	33	33	72
Heart Disease	28	**89**	13	22	44	44	48
Asthma	13	**91**	46	21	46	46	46
Cancer	**64**	52	8	30	30	30	36
Disabilities	32	**95**	**71**	22	**84**	**84**	**66**
Climate Indicators Percentile in VT							
Flood Risk	**93**	**93**	**87**	**95**	**66**	41	**60**
Critical Service Gaps							
Housing Burden	No	**Yes**	No	No	No	No	No
Transportation Access	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	No
Food Desert	No	**Yes**	No	No	**Yes**	**Yes**	No

4. Stakeholder Engagement: We host focused stakeholder group meetings to present information about the grant program and solicit input regarding the potential target areas/priority sites. We also gather information about the community's redevelopment goals and identify individuals or organizations interested in supporting community outreach activities.

5. Leveraging Resources: Our team is familiar with funding and other resources at the local, state, and federal local levels that could be leveraged to further assessment, cleanup, and reuse activities. Funding agencies want to be assured redevelopment will not be stalled due the community's inability to secure additional funding. We can help you establish a comprehensive funding strategy to continue moving sites through the cleanup and reuse process.

6. Compelling Narrative: We will establish compelling themes that tie your story together and stand out to reviewers. We do this by identifying unique features of your community and catalyst sites, clarifying your redevelopment goals, and explaining how funding will be leveraged to achieve them. We look for ways to connect your project to current program priorities and identify how it will

bring resources to areas most impacted with sensitive populations and EJ issues. Our grant writers have assisted with EPA Grants in all 10 EPA Regions and understand the preferences of reviewers in each region. This is important because of the reviewers assigned to score your application, some will be from outside Region 1. Therefore, we try to prepare grant applications to be inclusive of preferences from all EPA Regions to help score the maximum number of points. Having relationships with Project Officers across EPA Regions and attending national and regional webinars means we hear about new information (such as rule changes or new priorities) before the competition.

This translates into providing our clients with the highest grant award success rates in the industry. In 2022-24 alone, Chris and Andrea's teams celebrated 100% success rates in securing 60 EPA Grants totaling over $60M. This has included assisting the Addison County RPC, NVDA, and Town of St. Johnsbury with securing seven EPA Brownfield Assessment, Cleanup, Multipurpose, and RLF Grants over the past six years alone.

C.3.2. Implementing EPA Brownfield Assessment Coalition and Revolving Loan Fund (RLF) Grants

Our proposed methodology & approach for the various tasks that can be completed as part of grant implementation activities are as follows:

Task 1 – Grant Management & Reporting: **Project Manager Andrea Pedersen** will streamline grant management activities by tracking schedule, financial data, and compliance reporting on your behalf. We complete a detailed review of the terms and conditions issued by the funding agency for your project and take responsibility for keeping track of when progress, financial, and other reports are due. We can prepare complete drafts of these reports for your review well in advance of submittal deadlines. We establish recurring meetings with your project partners and regulatory agency site managers/project officers to keep the project on track and keep stakeholders informed of progress. We also attend brownfield conferences and webinars to stay apprised of the latest trends and best practices.

Task 2 – Community Engagement, Brownfield Inventory, Site Eligibility: A robust community outreach and public education process is critical for soliciting input that will help guide your program goals and objectives. **Montrose Project Principal, Chris Gdak and Project Manager, Andrea Pedersen** have a wealth of experience in facilitating these activities specifically for brownfield grant funded assessment, cleanup, and reuse planning projects in Vermont and beyond. Chris and Andrea have supported numerous brownfield grant clients in developing and/or facilitating "Brownfield Advisory Groups" and "Stakeholder Committees". We host public and/or focused group meetings to present information about the Brownfield Program and gather input on the potential priority target areas and sites. We gather information about the community's redevelopment goals and identify individuals or organizations interested in supporting outreach and engagement activities. Andrea also serves as a subject matter expert for developing stakeholder engagement materials for numerous brownfield programs, including establishing project-specific webpages and a menu of fact sheets and informational materials tailored to meet the needs of each client.

Brownfield Inventory: **Montrose Project Principal, Chris Gdak and Project Manager, Andrea Pedersen** have designed and enhanced dozens of brownfield inventories tailored to meet the specific needs of each client and target area. These inventories have ranged from targeted research on a specific list of potential brownfields, to comprehensive community-wide inventories involving over 100,000 tax parcels and integrated with GIS with access via online portals. We are adept at collecting local assessor data, real estate listings, historical land use and environmental database records, and conducting site reconnaissance to verify existing conditions and potential environmental concerns. We then work with in-house GIS and data management specialists to create brownfield databases and maps that can be utilized to identify potential priority sites, support site prioritization, and serve as long-term planning tools.

Site Eligibility: Once sites are prioritized, we will assist you with navigating the site eligibility approval process by evaluating site history, current conditions, regulatory status, and funding needs. We can complete eligibility checklists on your behalf and are well versed in the specific eligibility requirements for various state and federal grants. For sites with complex eligibility issues that may not be candidates for use of DEC or competitive EPA Brownfield Grant funding, we can connect you with other potential funding resources, such as EPA's Targeted Brownfield Assessment (TBA) Program.

Section 106 & Section 7 Compliance: When required, we can assist the CVRPC with evaluating if the National Historic Preservation Act (NHPA; Section 106) and/or Endangered Species Act (Section 7) applies to any site approved for activities. Project Manager Andrea Pedersen has prepared many of these documents on behalf of grantees throughout the U.S. and has an in-house team of cultural resources, biologists and historic preservation specialists that are well-versed in state and federal requirements for these consultations.

Task 3 – Phase I/II ESAs & RBM Surveys: Technical Leaders, Kevin Ignaszak, PE, and Daniel Voisin will coordinate with our local technical staff and subcontractors to manage Phase I/II ESA activities.

Environmental Due Diligence and Phase I ESAs: We conduct thorough All Appropriate Inquiries (AAI) tailored to meet each end-users needs; ensure appropriate due diligence and protection from CERCLA liabilities; and to aid in your negotiations as a buyer or seller. Our team of environmental scientists, geologists and engineers are well versed in the ASTM Standard E1527-21 and EPA's All Appropriate Inquiry (AAI) Rule for Phase I ESAs as well as the standards, expectations and preferences of EPA Region 1 and the DEC, including DEC's IRule and BRELLA Program requirements. We time the completion of Phase I ESAs to coincide with key dates in the transaction process, to avoid the need for multiple updates. Additionally, we incorporate additional information in Phase I ESAs completed for brownfields that will aid in the anticipated Phase II ESA and cleanup planning phases of each project. Phase I ESA Executive Summaries prepared by Montrose and Stone are provided as **Appendix C**.

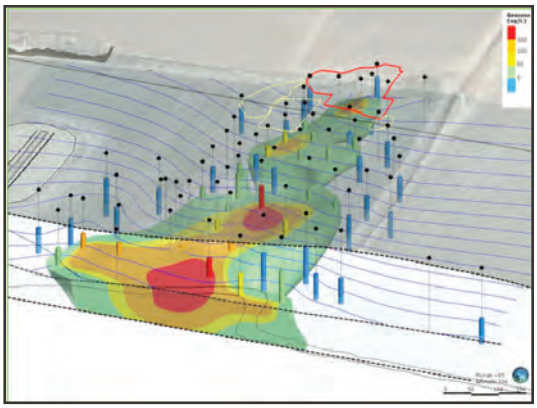
Phase II ESAs: We develop Master Comprehensive Quality Assurance Project Plans (QAPPs) that outline the sampling and analysis protocols and data quality objectives for Phase II ESAs. Each site approved for Phase II ESA activities must also have a site-specific QAPP (SSQAP) or QAPP Addendum (QAPP-A) prepared detailing the sampling locations and analyses to be performed. Our key staff have assisted with preparation of multiple recently approved Master QAPPs and SSQAPPs approved by various state/federal agencies, and we will leverage these templates and apply the best practices to efficiently adapt these deliverables for the CVRPC's project. A list of recent QAPPs is provided in **Section D**.

Conventional & Advanced Site Investigation & Remediation (CASIR): When it comes to the assessment and cleanup of brownfields, we "do the ordinary better" and leverage cutting-edge technologies to customize CASIR solutions in alignment with reuse plans/ strategies. There are two guideposts with CASIR:

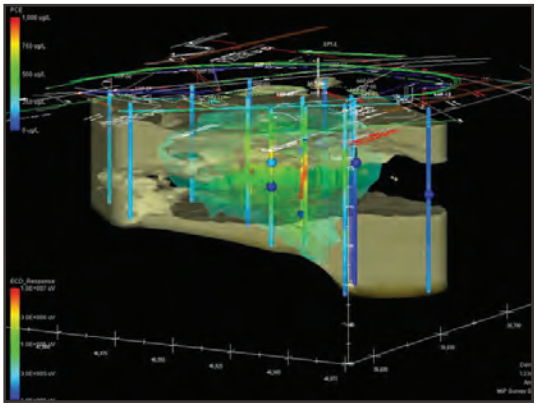
- The first is to "do the ordinary better". It is critical to acknowledge that core competency is the foundation of all environmental intervention and repair. These conventional skillsets include basic engineering, geology, and hydrogeology. This is the foundation upon which advanced support features are integrated.
- The second is defined as "utilizing advanced technologies and strategies" as a means of reducing time and cost to site resolution, for our clients, whether it be closure or ongoing proper management of complex and difficult sites.

Examples of advanced technologies deployed by Montrose as part of CASIR include:

1. High Resolution Site Characterization (HSRC): HSRC competes with the standard method of installing soil borings/monitoring wells and analyzing samples to develop a Conceptual Site Model (CSM) and delineate the extent of impacts. HSRC involves deploying direct push methods coupled with sensor technologies and/or extraction of samples to delineate contaminants and evaluate remedial alternatives. Real time sensors can be installed to collect data, track changes over time & develop 3-D visualizations that can greatly enhance cleanup and reuse planning activities.



2. Advanced Remediation Technologies: We leverage proven technologies to complete an analysis of brownfield cleanup alternatives, and to select and design effective cleanup plans and strategies, including, but not limited to: a.) Molecular Biological Tools (MBTs): Assess the need for bioremediation/ select reagents & track progress towards objectives; b.) Isotopic Techniques: Establishes mechanisms and proof of degradation, by tracking shifts in isotopic composition over time. Very useful in site resolution to achieve closure or monitoring protocols; and c.) Mass Flux/ Mass Discharge Metrics: Illuminates how much contaminant mass is in motion so that better treatment decisions can be made. Understanding these dynamics can help triage sites and customize reagent delivery to reduce costs.



3. Advances in Vapor Intrusion (VI): Vapor intrusion is a collateral impact at brownfields. While the contaminated subsurface and the remediation therein are addressed, some compounds are volatile and can migrate into enclosed structures generating a health hazard. Modern assessment tools have evolved in concert with sophisticated modeling protocols that better define the risks and mitigation strategies.
4. Adaptive Site Management: This is a powerful "tool kit" for managing the effectiveness of cleanup activities and providing accountability to our clients. Evaluating performance and your Return on Investment (ROI) is facilitated by tracking tools like Earned Value Analysis (EVA), Probabilistic Financial Modeling (PFM) and Risk Profiles (RP). Again, these advances allow us to "Do the Ordinary Better."

Regulated Building Materials (RBM) Surveys: **Montrose Subject Matter Expert, Jason Stagno,** will work with our local technical team and subconsultants from **CPAI** to manage all RBM Surveys and abatement planning activities. We are adept as utilizing brownfield assessment, cleanup and RLF Grant funding for RBM Surveys and abatement of RBM in aging structures that may contain asbestos, lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury or other hazardous materials. These RBM Surveys will be conducted by qualified and certified individuals and will inform proper handling and disposal of building materials during renovation and/or demolition activities and will be conducted in general accordance with EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) regulation, the State of Vermont, and U.S. Department of Housing and Urban Development (HUD). Materials samples collected for asbestos, LBP, and PCBs will be submitted to state and nationally accredited laboratories for analysis. X-ray fluorescence (XRF) portable sampling devices will also be utilized, as appropriate, for screening suspect LBP on surfaces. Written RBM Survey reports will include summaries of analytical results, field observations, and recommendations.

Laboratory Analysis & Data Management/Analysis: We have an in-house network of accredited laboratories (Enthalpy Analytical; https://enthalpy.com/), that perform analysis of soil, water and air samples. Additionally, we have a dedicated team of chemists and other data specialists (Environmental Standards; https://www.envstd.com/) who ensure that your data quality, management, and analysis objectives are met.

Task 4 – Cleanup/Abatement: For sites where Phase II ESAs confirm contamination exceeding applicable cleanup levels, we have a team of in-house remediation specialists and several specialized subcontractors who can effectively design and implement cutting-edge cleanup plans and strategies. This includes preparing Evaluation of Corrective Action Alternatives (ECAAs), Analysis of Brownfield Cleanup Alternatives (ABCAs) and Corrective Action Plans (CAPs) for EPA and DEC approval. Our innovative remediation approaches use proprietary, cost-effective solutions that include industry-leading treatment technologies, such as the only patented regenerable ion exchange resin system for PFAS-impacted water and other traditional and emerging containments (ect2; https://www.ect2.com/). This in-house expertise provides our team with a significant advantage for cleanup planning and applying cutting-edge remediation technologies for complex sites.

Abatement to Support Renovation and/or Demolition Plans: Our internal technical team and subconsultants from **CPAI work together to develop specifications and demolition drawings for abatement contractors to use when bidding on projects, base**d upon results of RBM Surveys. These specifications and drawings will aid abatement contractors in developing site and project-specific work plans. Site and project-specific work plans will be reviewed by Montrose's technical team prior to the commencement of abatement work to verify alignment with local, state, and federal requirements.

Task 5 - Reuse Planning: Reuse planning and visioning entails understanding of how the community's goals and a site's reuse plans align with market, infrastructure, and environmental conditions. Site-specific and area-wide planning (AWP) activities help evaluate which reuses are feasible and what strategies can be employed to overcome redevelopment constraints and attract investment. Reuse plans also influence site assessment and cleanup strategies. The Montrose and Stone Brownfields Practices specializes in managing infrastructure evaluations, market study/feasibility analysis, landscape architecture, civil site design and geotechnical engineering, and developing pro formas to support brownfield reuse plans and strategies. Our staff have supported restoration and reuse activities, from conceptual plans to feasibility analysis, design, and permitting, through to construction support, on numerous brownfield grant projects. Furthermore, we will engage with your preferred local planners and community engagement consultants through subsequent subconsultant agreements to deliver effective urban planning/design, market studies/economic analysis, and effective community engagement tailored to meet the needs of each priority site and/or target area.

C.3.3. Applying for Additional Brownfield, Environmental Justice (EJ) and/or Other Funding Opportunities:

In addition to securing EPA Brownfield Grants, our in-house network of funding and grant writing specialists have assisted a wide range of local/regional/tribal agencies and community-based organizations with various state brownfield grants, EPA Environmental & Climate Justice (ECJ) Grants, and additional as funding from other local, state and federal programs) We develop strategies to finance and eliminate funding gaps in support of all types of community revitalization and capital improvement projects. Once funding is secured, we serve as your trusted partner for grant management and reporting and regulatory compliance activities. Our work has led to award-winning projects and our staff have established long-term relationships with some of the most successful programs in Vermont and in communities across the U.S.

D. RECENT QUALITY ASSURANCE PROJECT PLANS (QAPPS)

Montrose key staff have worked with all 10 EPA Regions on brownfield grant projects, including EPA Region 1. We take pride in our strong relationships with EPA Project Officers, and we thoroughly understand their stringent requirements for implementation of Assessment Coalition, Cleanup, Multipurpose and Revolving Loan Fund (RLF) Grants. Our team has detailed working knowledge of the following:

- All Appropriate Inquiry (AAI) Final Rule requirements and ASTM E-1527-21 Standards for Phase I ESAs;
- Comprehensive Environmental Response Compensation & Liability Act (CERCLA) & Superfund;
- National Historic Preservation Act (Section 106);
- Endangered Species Act (Section 7); and
- National Environmental Policy Act (NEPA).

Our key staff have prepared multiple Master Brownfield Program QAPPs and SSQAPPs for EPA Brownfield Grant projects in Vermont and can efficiently update/prepare these documents for use on the CVRPC's project to provide a cost savings and accelerated approvals from EPA. We have unparalleled expertise helping clients navigate the DEC IRule and BRELLA Program. Additionally, Stone has served consecutive contracts supporting DEC's Brownfields Response Program (BRP) and Sites Management Section (SMS) with assessment and remediation services. Below we provide a list of Master QAPPs and SSQAPPs recently approved by both EPA and DEC under Brownfield Assessment, Cleanup and Multipurpose Grant implementation projects. In addition to the examples below, dozens of other Site-Specific QAPPs have been prepared for projects throughout Vermont.

- Master Brownfield Program QAPP for Vermont Projects, 2023
- SSQAPP for former St. Johnsbury Armory - PCB Risk Based Cleanup Action, 2024
- SSQAPP for Barton Commercial Village Property - Phase II ESA & RBM Survey, 2024
- SSQAPP for Packard Court - Supplemental Phase II ESA, 2024
- SSQAPP for Greensboro Town Hall - Phase II ESA & RBM Survey, 2024
- SSQAPP for former Barnie's Market & Gas Station - Phase II ESA, 2024
- SSQAPP for Warming Shelter - RBM Survey, 2024
- SSQAPP for Northeast Kingdom Community Action (NEKCA) Properties in Newport, Canaan and St. Johnsbury - Phase II ESA & RBM Survey, 2024
- SSQAPP for former Barton Motors - Supplemental Phase II ESA & RBM Survey, 2024
- SSQAPP for former Lapierre Equipment Store, 2024
- SSQAPP for former St. Johnsbury Walgreens - Phase II ESA & RBM Survey, 2023
- SSQAPP for former True Temper Factory - Phase II ESA & RBM Survey, 2023
- SSQAPP for St. Johnsbury Armory - Supplemental RBM Characterization, 2023
- SSQAPP for former Bogner Manufacturing Plant - Supplemental Phase II ESA, 2023

E. COLLABORATION WITH CVRPC

FY2025 Grant Competition: Montrose staff are ready to being preparing your FY2025 EPA Brownfield Grant applications immediately upon receiving notice to proceed. EPA has provided the following anticipated timeline for the FY2025 EPA Brownfield Grant competition:

- Program solicitations were distributed by EPA/posted to grants.gov on September 3, 2024.
- Complete grant application packages are due to EPA via grants.gov on November 14, 2024.
- Grant awards are anticipated to be announced in May 2025.
- Grant funding will become available October 1, 2025.
- The grant implementation periods are four years for Assessment Coalition Grants and five Revolving Loan Fund (RLF) Grants.

Weekly or biweekly check-in meetings will be scheduled between the CVRPC, its partners, and other key stakeholders for the duration of the grant application phase to maximize collaboration. We advise applicants plan for their staff to spend a total of approximately

40 hours of time to attend meetings, assist with stakeholder engagement and help gather information requested by Montrose. Since EPA requires the final submittal package to be submitted via grants.gov, it is critical for the CVRPC to confirm it has active sam.gov and grants.gov accounts as soon as possible. To avoid complications, the representative responsible for submitting the application needs to be established as an "Authorized Organization Representative" (AOR) for your agency in the grants.gov system at least one month prior to the submittal deadline.

Upon receiving notice of award, we will help you prepare the Cooperative Agreement Work Plans and other related documents during May-July 2025. Although the default start date of the grant implementation periods will be October 1, 2025, we can help you request the use of "pre-award" funding to attend the Brownfields 2025 Conference in Chicago in August 2025 and get started on various programmatic fact sheets and community engagement materials.

FY2026 Grant Competition: To take advantage of the last year of BIL funding, upon successful submission of your FY2025 grants in November 2024, we will arrange subsequent monthly calls starting in January 2025 to begin positioning the CVRPC and its partners to apply for additional EPA Brownfield Cleanup and Multipurpose grants as part of the FY2026 grant competition.

Grant Implementation Activities: Montrose Project Manager Andrea Pedersen and Project Principal Chris Gdak have a wealth of experience in helping to expedite grant implementation activities to position our EPA Brownfield Grant clients for applying for supplemental grant funds. We have several examples of how we've worked with entities like the CVRPC, including the NVDA, to expedite implementation and secure multiple grants within a few years. We take pride in being your collaborative partner for managing and administrating grant funds and maintaining compliance with the terms and conditions of your Cooperative Agreement (CA). We are well-versed in the EPA's quarterly, annual, and final reporting requirements as well as reporting requirements in EPA's ACRES database. We understand EPA's Six Good Faith Efforts for DBE Compliance and how to implement them on your project. Furthermore, our team attends regular training sessions hosted by EPA and its Technical Assistance for Brownfields (TAB) providers to stay apprised of rule changes and best practices guidance. We will leverage our expertise and experience to reduce the administrative burden for your staff so that you can focus on your other organizational priorities.

Barre, Vermont

APPENDIX A

KEY STAFF RESUMES

MONTROSE ENVIRONMENTAL

MONTROSE ENVIRONMENTAL

Andrea Pedersen

Brownfields & Community Revitalization Specialist

Project Role: Project Manager & Grant Specialist

Email: anpedersen@montrose-env.com | Cell: (425) 308-1727

Professional Experience

Andrea is a Project Manager, Grant Specialist, and Program Coordinator for Montrose's National Brownfields and Community Revitalization Practice. She provides comprehensive support for all phases of brownfield grant projects, including funding strategies, grant applications and grant implementation services for projects across the country from Alaska to Florida and from Hawaii to Vermont.

Andrea has served as Project Manager for seven Brownfield Assessment Coalition, Multipurpose, Cleanup and Revolving Loan Fund (RLF) Grants awarded to communities throughout Vermont. For example, **since 2017 Andrea has served as the Project Manager and lead grant writer for six EPA Brownfield Assessment, Cleanup, Multipurpose and RLF Grants awarded to the Northeastern Vermont Development Association (NVDA) and its partners - more than any other area in Vermont over this period.** She provides comprehensive services from the grant application through implementation phase. She will be the lead author of CVRPC's grant applications and will provide grant management, programmatic assistance, community engagement, technical and other related services throughout the implementation process. Having served as Project Manager for seven EPA Brownfield Grants in Vermont, she is well versed in the requirements of EPA Region 1's Brownfield Program and DEC's IRule.

Expertise includes: Brownfields Redevelopment; Funding Strategies; Securing and Implementing Brownfield Grants; Community Engagement; Phase I/II ESAs; Cleanup/Reuse Planning; Programmatic Compliance; Understanding of VTDEC and EPA Standards, Rules and Regulations.

Education, Licenses, and Certifications

B.A., Business Management and Operations, Washington State University, Pullman, WA

Relevant Project Experience

EPA Brownfield Grant Application & Implementation Services, Northeastern Vermont Development Association (NVDA), Northeast Kingdom, VT (2017–present)**

Andrea has helped NVDA secure four EPA Brownfield Grants totaling $3.2M since 2017! This includes three Assessment Coalition Grant applications totaling $2.2M (including the only Assessment Coalition Grants awarded in VT) and one RLF Grant application totaling $1M.

Andrea has also managed implementation of all four EPA Brownfield Grants on behalf of NVDA. The FY2018 and FY2021 Assessment Coalition Grant projects were both completed one year ahead of schedule. During this time, Andrea oversaw completion of Phase I/II ESAs, RBM Surveys, and cleanup plans for over 30 properties located in St. Johnsbury and throughout other areas of the NEK. Under NVDA's current FY2023 EPA Brownfield Assessment Grant project, Andrea has assisted with securing site eligibility approval for 34 properties in just 15 months and initiating assessment and/or cleanup planning work at all of these sites. Due to the efficiency of NVDA's program management, they are able to secure and quickly utilize their funding well in advance of the 4-year implementation timeline set by EPA. This results in more grant funding going directly to site work and less to administrative or programmatic activities. This success has resulted in NVDA being celebrated as one of EPA Region 1's highest performing grantees and a case study that is promoted throughout the region.

EPA Brownfield Multipurpose Grant Application & Implementation Services, Town of St. Johnsbury, St. Johnsbury, VT (2023–present)

In 2023, Montrose was procured by the Town of St. Johnsbury to prepare a $1,000,000 EPA Brownfield Multipurpose Grant application and to provide implementation services upon grant award. Andrea was the

lead author and helped the Town secure the first Multipurpose Grant ever awarded in the State of Vermont! Upon notice of funding award in May 2024, Andrea assisted the Town with preparing the EPA-required project work plan and related documents. The Town's project began on October 1, 2024 and funds will be used to continue assessment and cleanup activities at priority redevelopment sites. Most notably, the funding will be used to cleanup an 8-acre former factory site along the Moose River. The Town has formed a public-private partnership with a developer to cleanup and redevelop the site for market-rate housing that will support the local medical workforce.

EPA Brownfield Cleanup Grant Application & Implementation Services, Town of St. Johnsbury, St. Johnsbury, VT (2020–present)**

Andrea assisted the Town of St. Johnsbury with securing a $500K Brownfield Cleanup Grant (the only Cleanup Grant awarded in Vermont in 2021) for cleanup and abatement of the former Armory Building. The Town intends to preserve the historic character of the building through adaptive reuse as a police station and dispatch center. The Armory Building project is a key catalyst for future development of other portions of the community and a vital part of St. Johnsbury's Main Street Revitalization Plan. Preparing the application included showcasing the community's history, compelling arguments to revitalize the Armory as a historic building, estimating cleanup costs and outlining overall community need and benefit. EPA funding is being used to address regulated building materials (including asbestos, lead-based paint and PCBs). Andrea is currently overseeing implementation of grant funded activities, including contractor oversight and programmatic support. The project is using multiple funding sources to facilitate the $2.5M cleanup and abatement efforts and Andrea is assisting the Town with navigating the requirements for the various federal and state funding sources. Cleanup activities are anticipated to be complete in late 2024.

EPA Brownfield CWA Grant Application & Implementation Services, Addison County Regional Planning Commission (RPC), Addison County, VT (2021–2023)*

Andrea assisted Addison County RPC with securing $500K of Community-Wide Assessment Grant funding for FY2022 (the largest Assessment Grant awarded in VT in 2022!). Andrea also provided project management support and assisted with community engagement, securing site eligibility approval for priority sites, and overseeing Phase I/II ESAs, RBM Surveys and BRELLA enrollment activities.

Packard Court Assessment & Cleanup Planning, RuralEdge, St. Johnsbury, VT (2019-present)**

Since 2019, Andrea has been providing Phase I/II ESA and cleanup planning services at the Packard Court site located along the Town of St. Johnsbury's historic Main Street. The property is comprised of four contiguous parcels that are currently vacant following a fire that destroyed the buildings. The non-profit housing developer RuralEdge has plans to redevelop the site into a mixed-use residential/commercial building. Andrea managed completion of Phase I/II ESAs, NEPA review, and cleanup planning under NVDA's EPA Brownfield Assessment Coalition Grant. RuralEdge has secured nearly $400,000 of Brownfield Revitalization Funds from the ACCD. To support RuralEdge in pursuing HUD funding, Andrea assisted with meeting environmental review requirements to move the project forward.

EPA Brownfield Grant Applications, Various Communities (2014–present)**

Since 2014, Andrea has helped secure over $72M of EPA Brownfield Cleanup, Assessment, Multipurpose and Revolving Loan Fund (RLF) Grants on behalf of more than 50 communities. She has assisted with preparation of grant applications on behalf of the following communities in the northeast (EPA Regions 1 & 2):

Vermont:

- NVDA (3 Assessment Grants & 1 RLF Grant) = $3,200,000
- Town of St. Johnsbury (Cleanup Grant & Multipurpose Grant) = $1,500,000
- Addison County Regional Planning Commission (Assessment Grant) = $500,000

New York:

- Wayne County Regional Land Bank (Multipurpose Grant) = $800,000
- Syracuse Industrial Development Agency (Multipurpose Grant) = $800,000
- Wayne County (2 Assessment Grants & 1 RLF Grant) = $2,600,000
- City of Rochester (Cleanup Grant) = $500,000
- Greater Syracuse Land Bank (2 Assessment Grants) = $1,600,000
- Syracuse Economic Development Corporation (RLF Grant) = $1,000,000

Denotes project experience prior to joining Montrose.
****Denotes services prior to 2023 were completed with a previous employer. In summer 2023, the client procured Montrose to manage implementation services.***

MONTROSE ENVIRONMENTAL

Chris Gdak

Brownfields & Community Revitalization Practice Leader

Project Role: Project Principal/Funding Strategist/Brownfield Grant Specialist

Email: cgdak@montrose-env.com | Cell: (425) 760-1342

Professional Experience

Chris has a background in civil/environmental engineering and 23 years of environmental consulting experience throughout the United States. He leads Montrose's Brownfields & Community Revitalization Practice with technical expertise that includes developing funding strategies, authoring grant applications, grant/project management, supporting community outreach and engagement activities, and overseeing the competition of Phase I/II ESAs and cleanup/reuse planning activities for a wide range of clients. His experience includes planning, oversight and performance of field activities for Phase I/II ESAs, remediation, construction and demolition activities, as well as data collection, management and analysis, and preparation and review of technical work plans and reports. Chris possesses niche expertise and experience in securing and implementing EPA and State Brownfield Grants in all 10 EPA Regions. Chris's experience in EPA Regions 1 and 2 includes serving as grant writer and/or reviewer for multiple EPA Brownfield Grants over the past 5 years, including $4.7M of grants awarded to NVDA and the Town of St. Johnsbury.

With respect to the Town of St. Johnsbury and NVDA, Chris has served as a senior advisor for funding strategies, grant applications, and complex site eligibility and technical issues. He has also provided Project Management assistance and Quality Assurance/Quality Control (QA/QC) reviews of various technical reports and deliverables. As Montrose's Brownfields & Community Revitalization Program practice leader, he will be available to provide strategic and advisory support for all facets of this project.

Expertise includes: Funding Strategies; Grant Applications; Community Outreach/Stakeholder Engagement; Brownfield Inventory/Site Prioritization; Phase I/II ESAs; Cleanup/Reuse Planning; Municipal Engineering Plans/Design; Infrastructure Evaluations; and Remediation, Demolition, and Construction Management.

Education, Licenses, and Certifications

B.S., Civil/Environmental Engineering, Western University, Ontario, Canada

Relevant Project Experience

EPA Brownfield Assessment Coalition & RLF Grants, Northeastern Vermont Development Association (NVDA), Northeast Kingdom, VT (2017-present)**

Chris assisted NVDA with securing $600K of Assessment Coalition Grant funding in 2018 – which at the time, was the largest Assessment Grant awarded in New England since 2011! He also served as senior reviewer and funding strategist for the three subsequent grant applications his team prepared on behalf of NVDA: a $600K FY2021 Assessment Coalition Grant, a $1M FY2023 Assessment Coalition Grant; and a $1M FY2023 $1M RLF Grant. As a senior advisor for grant implementation activities, Chris has assisted with Project Management duties, provided solutions for complex site eligibility and technical issues, performed QA/QC reviews of various technical reports and deliverables, and developed funding strategies to leverage multiple grants to further cleanup and redevelopment of priority sites.

EPA Brownfield Cleanup & Multipurpose Grants, Town of St. Johnsbury, VT (2020-present)**
Chris assisted the Town of St. Johnsbury with securing a $500K FY2021 Cleanup Grant to complete abatement of regulated building materials as part of the renovation of the historic Armory Building. Chris helped review previous regulated building materials surveys and cost estimates and the draft Analysis of Brownfield Cleanup Alternatives (ABCA) submitted as part of the cleanup grant application. Following the award of funding by EPA, Chris participated in stakeholder meetings on behalf of the Town and assisted with revising project schedules, cost estimates and bid documents as part of grant implementation activities.

EPA Brownfield Grant Application Services, Various Clients (2011–present)*
Chris has played a lead role in preparing successful applications for over 50 EPA Brownfield Grants totaling over $30M. His FY2023 grant competition includes assisting with successful applications for 44 Assessment Grants, 10 Cleanup Grants, two Multipurpose Grants, two Revolving Loan Fund (RLF) Grants, and one Area-Wide Planning (AWP) Grant. Chris was the primary author or senior reviewer for most of these applications and led management and/or funding strategies for the remaining applications. Geographically, Chris has worked on applications for clients in eight EPA Regions and 16 states (VT, CA, OR, WA, AK, HI, AZ, CO, DE, IN, NM, NY, TX, UT, WI and WV). ***As a Practice Leader, between 2022-2024 alone, Chris's teams celebrated 100% success rates in securing 60 EPA Grants totaling over $60M.***

EPA Brownfield Grant Implementation Services, Various Clients (2011–present) *
Chris has assisted with managing over 70 EPA Brownfield Grants totaling over $30M in funding. Geographically, Chris has assisted clients in 18 states (CA, OR, WA, AK, AZ, CO, FL, IN, NM, NV, NY, SC, TN, TX, UT, VT, WI and WV). Chris has assisted with all facets of these projects including grant/project management; grant implementation strategies; community outreach and engagement; Quality Assurance/Quality Control (QA/QC); brownfield inventory, prioritization and site eligibility activities; preparation of Quality Assurance Project Plans (QAPPs), Site-Specific QAPPs (QAPPs), Phase I/II ESAs, RBM Surveys, and Cleanup Plans; site-specific reuse and area-wide plans; and compliance with project work plans, cooperative agreements, the Uniform Grant Guidelines (2 CFR 200) and other applicable regulations.

EPA Brownfield Grant Applications, City of Dallas, TX (2019–2022)*
After struggling to secure EPA Brownfield Assessment Grant funding on their own, in 2019, the City of Dallas selected Chris's team to provide funding strategy, grant application and implementation assistance under a multi-year contract. Chris served as the project manager helping the City form a strategy for expedited implementation and supplemental funding awards. He assisted the City with forming a coalition with three non-profit organizations and securing $600K of Assessment Coalition Grant funding. The project involved securing eligibility approval for 45 properties and completing Phase I ESAs for 27 properties and Phase II ESAs for 15 properties. The project was completed one year ahead of schedule and, as part of the FY2023 EPA Brownfield Grant competition, Chris helped the City secure a $500K Assessment Grant and $1M RLF Grant. Additionally, Chris assisted the City's non-profit coalition partner, St. Philip's School & Community Center, secure a FY2022 $500K Cleanup Grant and FY2023 $800K Multipurpose Grant for cleanup of several properties located in a South Dallas neighborhood with a legacy of Environmental Justice issues.

***Denotes project experience prior to joining Montrose.**
****Denotes services prior to 2023 were completed with a previous employer. In summer 2023, the client procured Montrose to manage implementation services.**

Kevin Ignaszak, PE

Senior Principal Engineer

Project Role: Technical Lead

Email: kignaszak@montrose-env.com | Cell: (716) 329-0672

Professional Experience

Kevin is a Senior Principal Engineer with over 30 years of professional environmental engineering, consulting and design/build remediation experience. Brownfields, environmental remediation, environmental investigation, compliance and supporting industrial hygiene/health and safety programs are just a few areas of his technical expertise. Kevin has served in various project, program and contract management and director roles leading multi-disciplinary project teams in the successful delivery of professional services to a wide variety of clients within the municipal, commercial, and industrial sectors.

Expertise includes: Site Investigation and Remediation, Brownfields, PCBs/TSCA and Project Management.

Education, Licenses & Certifications

B.S., Civil Engineering, State University of New York (SUNY) at Buffalo, New York

Professional Engineer, New York (#074685)

Additional professional training, including: CPR/First Aid/AED Training, Rochester, NY, 2021; Training for the Safe Transportation of Hazardous Materials, DOT/ Training for the Safe Transportation of Hazardous Materials, Buffalo, NY, 1992; Hazardous Waste Site Supervisor, OSHA/HAZWOPER 40 Hour Training, Buffalo, NY, 1992; OSHA 10 Hour General Industry Safety, Rochester, NY, 2016; OSHA 8 Hour HAZWOPER Refresher, Rochester, NY, 2023; OSHA 8 Hour HAZWOPER Supervisor, Rochester, NY, 2023; Nuclear Gauge Certification, Troxler, Syracuse, NY, 1993

Relevant Project Experience

Former True Temper Factory, Site Investigation & Cleanup Planning, St. Johnsbury, VT (2023-Present)
Kevin is the technical lead for a robust brownfield site investigation (funded under NVDA's Brownfield Assessment Grant) at an 8-acre former wooden dowel manufacturing site along the moose River. This includes executing a comprehensive site investigation using High Resolution Site Characterization (HRSC) technologies to efficiently delineate the extent of impacts to the property. Kevin designed the site investigation program in support of the Town of St. Johnsbury applying for a $1M EPA Brownfield Multipurpose Grant to conduct supplemental investigation and cleanup activities. The Town was awarded the Multipurpose Grant in May 2024 and Kevin is the technical leader for navigating the complexities of this site through the cleanup and redevelopment process.

St. Johnsbury Armory Redevelopment Project, St. Johnsbury, VT (2021-present)**
Kevin is currently leading PCB remediation activities at one of the most complex sites in Vermont – the St. Johnsbury Armory. As the Technical Leader, he has developed strategies to address PCB-impacted materials, refined work plans and cost estimates, facilitated regulatory negotiations and is currently overseeing the remediation contractors. The Town intends to transform this highly complex building into a new police station and municipal building. Cleanup is anticipated to be completed by the end of 2024.

NVDA, EPA Brownfield Assessment Coalition Grant Project, Northeast Kingdom, VT (2020-present)**
Kevin is the Technical Leader for sites undergoing assessment and cleanup planning activities under NVDA's EPA Brownfield Assessment Coalition Grant. He is responsible for designing site investigation programs and corrective action strategies for sites ranging from small former gas stations to former factory sites to formerly used defense sites (such as the sprawling East Haven Radar Base at the summit of East Mountain).

Packard Court Redevelopment, St. Johnsbury, VT (2021-present)**
Work completed under an EPA Brownfield Assessment Grant has included Phase I and II ESAs as well as development of remedial strategies and preparation of a CAP. The property is comprised of four contiguous parcels that are currently vacant following a fire that destroyed the onsite buildings in 2009. The fire began the predevelopment of Packard Court – a mixed-use residential/commercial building. Remedial activities are planned for spring 2025 and will include removal of an underground storage tank and addressing petroleum and heavy metal impacted soils through excavation and offsite disposal.

EPA Analysis of Brownfield Cleanup Alternatives, Multiple Sites*
As Remediation Team Lead, Kevin has directed the completion of ECAAs, ABCAs and CAPs at multiple sites across the United States including several in Vermont, New York, Washington and Oregon. The ECAAs, ABCAs and CAPs were prepared in accordance with EPA and state regulatory requirements and included analysis of three cleanup alternatives and associated costs for remediating several types of contaminants in soils and/or groundwater (petroleum, heavy metals, PFOAs, chlorinated solvents), including PCBs in building materials, from a variety of former site usages, all prepared in consideration of proposed site redevelopment plans and potential receptors.

EPA Brownfield Cleanup Grant, City of Rochester, 121-123 Reynolds Street, NY*
Kevin served as Technical Advisor for the petroleum cleanup of this site completed, in part, through the City of Rochester's EPA Brownfield Cleanup Grant. Work included excavation of impacted source soils, installation of bedrock collection sumps to promote collection and removal of contaminant mass in groundwater, and the installation of a contingent injection system piping array for the application of bioremediation enhancements should it be needed. The results of the first of four rounds of quarterly post-remediation groundwater sampling indicate that concentrations of several petroleum compounds in groundwater were lower by as much as three orders of magnitude, an approximate 99.4% reduction in dissolved-phase VOCs. Due to this success, the application of bioremediation enhancing agents will likely not be required. Assuming no statistically significant rebound of contaminant levels is observed in subsequent groundwater sampling events, the New York State Department of Environmental Conservation (NYSDEC) will be petitioned to close the spill file.

Former Astoria Steel Brownfield Site, Astoria, NY*
Kevin served as Technical Advisor for the characterization, implementation of Emergency Cleanup Measures, and final remediation of a PCB Site. Work involves PCB impacted soils, below grade structures, sewers, asphalt and concrete surface caps, and building structures. Site is slated for demolition and final characterization and remediation. A Self-Implementing Cleanup and Disposal of PCB Remediation Waste Work Plan was prepared.

PCB Debris Pile Remediation, Confidential Client, Rochester, NY*
Kevin served as Project Manager for the remediation of a PCB-impacted site. Work involved characterization and disposal of approximately 10,000 tons of debris containing hazardous waste levels of PCBs, non-hazardous waste levels of PCBs, pressurized gas cylinders, suspect radioactive materials, Freon-containing equipment, and asbestos-containing debris. The United States Environmental Protection Agency served as the lead agency providing oversight of the project.

NYSDEC Brownfield Site Cleanup, City of Rochester, NY*
Kevin served as Technical Advisor to the City of Rochester for the petroleum cleanup of this site through the NYSDEC Brownfield Cleanup Program. This complex cleanup project involves multiple stakeholders including various City entities, environmental, geotechnical, site/civil and environmental design consultants, attorneys, and transitioning ownership responsibilities. Kevin provided support and guidance to the City in helping to manage these various stakeholders, including review of design and site/civil drawings, quantity takeoffs, grading plans, coordinating remedial design efforts with proposed redevelopment Site improvement plans and design, construction phasing, and constructability of utilities and various Site improvements in conjunction with remediation efforts.

Denotes project experience prior to joining Montrose.
****Denotes services prior to 2023 were completed with a previous employer. In summer 2023, the client procured Montrose to manage implementation services.***

MONTROSE ENVIRONMENTAL

Steven Campbell

Principal Scientist

Project Role: Quality Assurance Lead

Email: stcampbell@montrose-env.com | Cell: (585) 737-5204

Professional Experience

Steve is a Principal Scientist with over 35 years of experience working on a variety of projects for state/federal government, municipalities, and private clients. His career began at EPA Headquarters in Washington, DC, in 1987 assisting industrial and manufacturing companies comply with hazardous waste regulations on the EPA RCRA/Superfund Hotline. He has been working on private, state and federally funded brownfield sites since the early 1990s. He was a member of a national brownfield team leading grant writing, site redevelopment and revitalization opportunities in the northeast (EPA Regions 1 and 2). He is an accomplished grant writer with success writing Brownfield Assessment, Cleanup, MultiPurpose, RLF and Workforce Development Grants. In 2022's EPA Brownfield Grant competition, Steve wrote the highest scoring revolving RLF grant application in the country! Some of his responsibilities include quality control, client management, project management, community relations, reuse planning, budgeting, and grant reporting. He has extensive experience on projects including Phase I/II ESAs; RBMs surveys, site/area wide reuse planning and remediation.

Education, Licenses & Certifications

B.S., Applied Science, State University of New York (SUNY) at Brockport, NY

Additional professional training, including: 40-hour OSHA HAZWOPER and 8-hour Annual OSHA HAZWOPER Refresher.

Member of Professional Associations: Chair New York Water Environment Association, Industrial Issues Committee, Brownfield Coalition of the North East (BCONE)

Relevant Project Experience

EPA Brownfield Cleanup Grant, St. Johnsbury Armory Building, St. Johnsbury, VT**
Steve began supporting the Armory project in 2020 when he prepared the initial ABCA for submittal to EPA and authored the technical elements of the EPA Brownfield Cleanup Grant application. Since that time, Steve has worked behind the scenes supporting Kevin Ignaszak and Andrea Pedersen with technical review and redevelopment strategies. Additionally, Steve has served as technical reviewer for many sites throughout St. Johnsbury and the Northeast Kingdom where assessment and cleanup planning activities were completed under NVDA's EPA Brownfield Assessment Grants.

EPA Brownfield Assessment Grant, Addison County Regional Planning Commission (ACRPC), VT*
Steve assisted the ACRPC in preparing a winning EPA FY2022 CWA grant application that was funded for $500K. Preparing the application included showcasing the community's history, the current brownfield program, community need, addressing demographic and environmental justice criteria, budgeting, and the Commission's ability to manage grants. The application was challenging as this region of Vermont is one of the healthiest communities in the state. This limits available scoring for the health risk impacts of brownfields portion of the application. Steve was able to overcome this with thorough research that ultimately tied brownfield impacts to asthma in specific communities of the county. Steve was the technical lead for implementation activities and oversaw site assessment and RBM survey activities.

MONTROSE ENVIRONMENTAL

EPA Brownfield Assessment Coalition Grant, Wayne County, NY**
Steve assisted the County with forming a coalition and to secure $600,000 of 2020 Brownfield Assessment Coalition Grant funding - the largest Brownfield Assessment Grant awarded in New York that year. He directed preparation of the EPA-approved Cooperative Agreement Work Plan, public outreach and Master QAPP. Work included assessment, cleanup planning, and reuse planning for over 30 properties. The project was completed a year ahead of schedule and Steve was able to secure a second EPA Brownfield Assessment Coalition Grant for the County. Work under that project is currently underway and also expected to be completed one year ahead of schedule.

EPA Brownfield Assessment Coalition Grant, Greater Syracuse Land Bank (GSLB), Syracuse, NY*
Steve was the technical lead for multiple Phase I and II ESAs, RBM surveys and Analysis of Brownfield Cleanup Alternatives funded by an EPA Brownfield Assessment Coalition Grant. Work included preparing and reviewing reports, cost estimating, preparing Sampling and Analysis Plans, Health and Safety Plans, and overall quality control on reports and analytical data.

Rochester Main Street Armory, Brownfield Investigation and Cleanup Planning, Rochester, NY*
Steve was the Project Manager for a former armory building located in the Center of the City's growing Public Market District. The project included Phase I and II ESAs; a RBM Survey for asbestos, lead, PCBs and mold; and cleanup planning and budgeting. The structure is on the state listing of historic buildings and was previously used by the New York State Army National Guard. Historic records and a site visit showed the property housed a former firing range where lead rounds were used, fuel tanks and large volumes of RBMs that required abatement to promote adaptive reuse. The City had conceptual plans to renovate the building for future use as a public event venue for conferences, concerts and trade shows. Based on the projected future use Steve's team evaluated the findings of their ESAs and RBM surveys and provided abatement plans and financial projections for the project. This work enabled the City to make informed decisions on the property's reuse options. The project was successfully completed and the former Armory is now used as a venue for a variety of public events.

Former Frink America Property, Brownfield Investigation and Remediation, Clayton, NY*
Steve wrote winning Brownfield Assessment and Cleanup Grant applications totaling $1.2M for this former manufacturing site in Clayton, New York. He also managed all phases of the project including; workplan development, identifying the vertical/horizontal extent of contamination, surface soil sampling, soil borings and groundwater monitoring well installations, removal of underground storage tanks, building demolition contractor selection/oversight, an RI/FS report, development, and implementation of a Work Plan to address known impacted soils and submission of all reports and reimbursement requests. The newly developed property now houses a resort hotel, public boat docks, and a restaurant while creating new park areas and enhanced deep water port space along the St. Lawrence River.

Orchard-Whitney Brownfield Investigation and Remediation, Rochester, NY*
Steve wrote the Workplan and was the Contract Manager for environmental services for the Orchard Whitney Brownfield site for the City of Rochester under the NYSDEC Environmental Restoration Program. The work has included extensive hazardous materials inspections, sampling and testing programs, tank removal Remedial Investigation/Interim Remedial Measures, Geophysical Investigation, petroleum-contaminated soil and groundwater remediation. The project also includes a large-scale remedial program and preparation of bid documents for demolition of a seven-story industrial building on the site.

Denotes project experience prior to joining Montrose.
****Denotes services prior to 2023 were completed with a previous employer. In summer 2023, the client procured Montrose to manage implementation services.***

Katherine (Katie) Nelson

Senior Environmental Scientist

Project Role: Phase I/II ESA Specialist

Email: kanelson@montrose-env.com
Cell: (585) 705-5751

Professional Experience

Katie is a Senior Environmental Scientist with over 12 years of environmental consulting experience. Her experience includes brownfield site investigation and remediation, including Phase I and II ESAs, RBM surveys for asbestos, lead based paint and PCBs, and GIS Mapping. Katie has worked on numerous EPA funded brownfield projects with the Northeastern Vermont Development Association (NVDA), Town of St. Johnsbury, Addison County Regional Planning Commission (ACRPC), Greater Syracuse Land Bank (GSLB), the Wayne County Planning Department and Wayne County Regional Land Bank (WCLB).

Expertise includes: Site Investigation and Remediation, Brownfields, Project Management, Grant Support.

Education, Licenses & Certifications

M.S, Environmental Science, Rochester Institute of Technology, Rochester, NY

B.S., Geoscience, Hobart and William Smith, Geneva, NY

Lead Inspector/Risk Assessor, United States Environmental Protection Agency

Memberships: Women of Wastewater, New York Water Environment Association, Inc.;

Additional Professional Training: OSHA/HAZWOPER 40 Hour Training, annual 8 Hour HAZWOPER Refresher

Relevant Project Experience

EPA Brownfield Assessment Coalition Grants, Northeastern Vermont Development Association (NVDA), Northeast Kingdom, VT**
Katie provided services under the NVDA's EPA Brownfield Assessment Coalition Grants as the Senior Environmental Scientist and Assessment Lead. Her work includes preparing and reviewing reports for dozens of Phase I and II ESAs, SSQAPPs, ECAAs, and CAPs.

EPA Brownfield Assessment Grant, Addison County Regional Planning Commission (ACRPC), VT*
Katie assisted with the preparation of a successful grant application including researching and presenting local and regional historical information, community need, demographic and health statistical data and, grant management experience of the ACRPC. Katie also provided overall quality control for the application making sure that the application and threshold criteria met all required EPA criteria. The application was challenging as this region of Vermont is one of the healthiest communities in the state. Upon grant award, Katie oversaw site assessment and RBM Surveys at priority sites nominated by community members.

Former True Temper Factory, Site Investigation & Cleanup Planning, St. Johnsbury, VT (2023-Present)
Katie is the assessment lead for a robust brownfield site investigation (funded under NVDA's Brownfield Assessment Grant) at an 8-acre former wooden dowel manufacturing site along the moose River. Katie supported design of the site investigation program in support of the Town of St. Johnsbury applying for a $1M EPA Brownfield Multipurpose Grant to conduct supplemental investigation and cleanup activities. The Town was awarded the Multipurpose Grant in May 2024. The initial site investigation was completed in summer 2024 and Katie was the lead report author and data quality manager.

EPA Brownfield Assessment Coalition & Multipurpose Grants, Wayne County & Wayne County Regional Land Bank, NY**
Katie was the Senior Environmental Scientist and provided services for multiple Phase I and II ESAs, RBM surveys and cleanup plans. Her work includes preparing and reviewing reports, directing project personnel, cost estimating, preparing site investigation work plans, and quality control on reports and analytical data. Katies efficiency on project work tasks promoted the completion of more Phase I ESAs than were originally projected in the County's Cooperative Agreement Work Plan.

EPA Brownfield Assessment Coalition Grant, Greater Syracuse Land Bank, NY*
Katie was the Senior Environmental Scientist and provided services for multiple Phase I and II ESAs, RBM surveys and cleanup plans from 2019 to 2022. Work included preparing and reviewing reports, directing project personnel, cost estimating, preparing site investigation work plans, and overall quality control on reports and analytical data.

Brownfield Cleanup Project, Canal Street Site, Rochester, NY*
Project Manager for the Phase I ESA, Remedial Investigation and Remedial Action Plan and environmental cleanup for a 170,000 ft^2 former industrial facility in preparation for a 126-unit housing redevelopment in downtown Rochester. The site was impacted by chlorinated solvents and petroleum and required removal of soils and groundwater to meet state regulations for restricted residential use. All work at the site was completed under the New York State Department of Environmental Conservation's (NYSDEC) Brownfield Cleanup Program which provides tax incentives for private developers.

Brownfield Cleanup Project, Elmer Street Properties, Lyons, NY*
Katie was the Senior Environmental Scientist and directed the Phase I ESAs, the Phase II ESA Work Plan and field event, data reduction and report preparation, solid waste profiling, and a workplan to excavate and remove surface soils containing metals and semi-volatile organic compounds. The Phase I ESA and Phase II ESA Work Plan were completed under Wayne County's EPA Brownfield Assessment Coalition Grant. The grant successfully leveraged funding under the Community Development Block Grant (CDBG) program for implementation of the Phase II ESA and subsequent cleanup planning and implementation.

Brownfield Cleanup Project, Astoria Steel Site, Astoria, Queens, NY*
Katie worked as the Field Team Leader for the Remedial Investigation of this former foundry site. The project was implemented under the NYSDEC Brownfield Cleanup Program. Her responsibilities on the project included managing the installations of soil borings, groundwater monitoring wells, test excavations, and collection of groundwater samples. She also conducted a RBM sampling program for PCBs.

Brownfield Cleanup Project, Former Alliance Metal Facility, Gates, NY*
Katie was the Field Team Leader and Deputy Project Manager for the environmental investigation on this privately funded Brownfield site. The project was implemented under the NYSDEC Brownfield Cleanup Program. Katie was responsible for collection of sub slab soil vapor intrusion (SVI) sampling, indoor air samples to evaluate SVI, installation of soil borings, bedrock groundwater monitoring wells and multiple rounds of groundwater sampling. She also worked on preparation of the site workplan and final reports for the project.

Brownfield Cleanup Program, Canandaigua Lake Front Property, Canandaigua, NY*
Katie was the Field Team Leader for the environmental investigation to evaluate soil and groundwater impacts on this lake front property. Katie was responsible for the installation of soil borings and groundwater monitoring wells, collection of surface soil samples, and sampling of groundwater. The project was implemented under the NYSDEC Brownfield Cleanup Program.

Denotes project experience prior to joining Montrose.
****Denotes services prior to 2023 were completed with a previous employer. In summer 2023, the client procured Montrose to manage implementation services.***

MONTROSE ENVIRONMENTAL

Ryan Givens, AICP

Principal Planner

Project Role: Brownfield Planning Lead

Email: ryangivens@montrose-env.com

Professional Experience

Ryan is a Revitalization Planner / Urban Designer with over 24-years of experience in all facets of land planning with a particular focus on community design and economic development strategies. Ryan is passionate about urban places and revealing untapped potential in legacy neighborhoods/districts. Ryan has specific experience in redevelopment, master planning, long-range strategy plans, community visioning, and conceptual design. A main focus is on the physical design of a project and incorporates land use laws, market trends, building functionality, infrastructure planning, environmental liabilities, and natural resources preservation. He enjoys infill developments that specifically enable communities to activate urban centers and enhance existing neighborhoods.

Ryan has led many diverse community design projects in both urban and rural settings. He started his career focused in downtown redevelopment and progressed into urban design. This design experience includes redevelopment plans, urban infill projects, commercial centers, residential communities, employment/industrial projects, and large-scale master planned communities.

Expertise includes Land Use Planning, Site Design, Urban Infill, Redevelopment Strategies, Project Management, Master Planned Developments, Conceptual Project Design, Multimodal Planning, Zoning/Land Use Regulations, and Brownfield Reuse/Redevelopment.

Education, Licenses, and Certifications

B.S., Urban & Regional Planning, Florida Atlantic University, Florida
AICP Planning Certification, American Institute of Certified Planners

Relevant Project Experience

Below are examples of site-specific reuse and area-wide plans prepared for communities across the country. All of these projects were funded by EPA Brownfield Assessment Grants.

Downtown Lyons Reuse Plan, Lyons, NY
In 2022, working under the Wayne County EPA Brownfield Assessment Grant, Ryan helped the local Land Bank explore reuse options for a ~1.1-acre former industrial site in Lyons, NY. The property rests alongside an active rail line and one supported industrial operations; environmental site assessments identified some contamination in its soils. Ryan developed three preliminary conceptual site plans showing various options to redevelop the site for new community-serving uses: the options included (a) light manufacturing (and artisan industries), (b) a townhouse community, and (c) a pre-school/early education facility. The Land Bank is using the concepts to assess (and determine) the future use of the property and to help guide cleanup activities (associated with past property use). Ryan reviewed the local zoning and land use requirements to guide the reuse planning.

Lorraine Center Reuse Plan, Fountain, CO
In 2022, Ryan led the City of Fountain and a project Working Group to identify potential reuse options for the 8.67-acre Lorraine Center property located in the heart of the community's legacy residential neighborhoods. An elementary school occupied the site for decades but was recently closed and structural defects deemed the buildings mostly unusable. The City

acquired the property and wanted to identify potential reuse options so that it could solicit developer partners through a formal request for proposals process. As part of the study, Ryan engaged with Working Group members to define their ideas for property reuse; he used this feedback to develop conceptual site plans depicting three potential redevelopment scenarios. Working with the City, Ryan created an online survey to obtain community feedback on their preferred land uses, amenities, and spatial arrangement. The preferred option included senior housing, small-scale office/employment, a new Parks Department facility, and adaptive reuse of a portion of the former school as a community center. Ryan authored a reuse study report that explains the existing site/area conditions, reuse options, community feedback, and planning-level recommendations to position the property for reuse/redevelopment. The City is presently seeking development partners to redevelop the land pursuant to the Reuse Plan.

Blast Site Recreational Corridor Site Reuse Plan, Fountain, CO

Ryan led a reuse planning effort to transform the underutilized land alongside an active railway into a linear passive open space amenity connecting a regional park to Fountain's Olde Town District with trails, gathering spaces, and historical markers. For decades, many of the parcels within the study area remained vacant and projected a sense of blight; whereas, the City has several roadway and placemaking initiatives in the works in the immediate vicinity. The City saw opportunity to leverage their capital investments and past planning work to create a public amenity. Ryan worked alongside a project Working Group to define the long- term project goals and to identify potential land uses/site amenities that would be contained within the planned recreational corridor. Using this information, Ryan generated multiple conceptual site plan alternatives showing various ways the corridor could be enhanced as a recreational amenity. Shortly thereafter, Ryan created an on-line survey for the City to solicit community feedback and to define the locally preferred design for the project. Ryan authorized a final planning document to identify the existing site/area conditions, define community sentiments/aspirations, explain the reuse ideas, and provide planning-level recommendations to move the project to implementation. The City is presently seeking funding assistance and weaving the project into its larger policy framework.

Gateway Catalyst Project, Idaho Falls, ID

As an implementation component to the preceding Northgate / 1st Street Area-Wide Planning Study, Ryan developed a reuse plan for the 3.15-acre "Gateway Site" with the objective to improve area conditions and bring near-term reinvestment to a neighborhood with prolonged economic decline and abandonment. The City's Urban Redevelopment Agency/Planning Department wanted the site to serve as a catalyst project to bring much needed housing and commercial services and to influence other private investment in the area. Ryan led a project Working Group to identify their preferred land use options and urban design elements; he used this feedback to generate conceptual plan alternatives showing how the Gateway Site could be realistically redeveloped. The preferred plan included a mix of urban-scaled commercial buildings, apartments, and live-work units and several streetscape enhancements. Ryan authorized a planning report that documented the existing site conditions, zoning requirements, stakeholder feedback, the conceptual site plans, and planning-level recommendations for implementation. The City used the planning report and conceptual designs to attract a developer partner to improve the site and return it back to productive use.

Corbin-Sambrano Site Reuse Plan - Wellness Center, El Paso Downtown Management District (DMD), TX

Ryan worked with El Paso County and community stakeholders to explore site redevelopment options for the 1.93-acre county-owned property in El Paso's Sambrano neighborhood (a community with a long history of blight and disinvestment). The County obtained the property through a legal seizer and is subject to use restrictions. Previous auto repair uses contributed to site contamination and specific areas are designated for cleanup and remediation. Ryan led a visioning process to identify the ideal reuse for the property; Ryan translated those desires into a series of conceptual site plan alternatives showing various ways the property could accommodate those elements. Using an engagement process of workshops and surveys, the community selected their locally preferred plan to redevelop the property as a Wellness Center with enrichment programs, services for crime victims, and outdoor recreation/gathering spaces. The design includes a Wellness building, an amphitheater, gardens, and connections to the surrounding neighborhood; the phasing plan coincides with the cleanup activities. Ryan authored a final planning document to outline the existing site/area conditions, engagement feedback, and reuse ideas for the property. The County is using the document to secure funding and to guide their future work plans for project implementation.

Ryan joined Montrose in 2024. The project examples provided above represent his experience prior to joining Montrose.

MONTROSE ENVIRONMENTAL

Emily Andrews, CGP

Senior Grant Writer

Project Role: Grant Specialist

Email: emandrews@montrose-env.com | Phone: 720.480.7125

Professional Experience

Emily is a credentialed professional grant writer with 20+ years of experience in all aspects of grant development (writing, research, reporting, metrics). Emily has a successful track record preparing government, foundation, and corporate grant proposals on behalf of community-based organizations, Tribes, state agencies, and local government entities. Emily is a strategic thinker and collaborator who completes proposals and reports on time. Among Emily's specialties are developing and analyzing evaluation processes, measuring outcomes, reporting, and systematizing financial components.

Expertise includes: federal grant writing, project management, environmental and health related research, program evaluation, and stakeholder and community engagement.

Education, Licenses, and Certifications

M.N.M., Non-Profit Management, Regis University, Colorado

B.A., Cultural Anthropology, Evergreen State College, Washington

Certification: Credentialed Grant Writer – Grant Professional Certification Institute (GPCI)

Memberships and Professional Affiliations: Member, Grant Professional Association; Member, Grant Professional Association Professional Education Committee

Relevant Project Experience

- EPA Brownfield Funding Specialist, Multiple clients throughout EPA Regions 1, 2, 3, 9 & 10
- Anson-Madison Sanitary District, EPA Climate Justice & Community Change Grant, Madison, ME
- Kaunalewa, EPA Climate Justice & Community Change Grant, Kekaha, HI
- YMCA of the Rockies, Multiple Environmental Sustainability Grant Proposals, CO
- Sunshine Community Health Center, Multiple Infrastructure and Health Program Delivery Proposals, Talkeetna, AK
- Alaska Workforce Investment Board, Multiple Workforce Projects, Juneau, AK
- Saint Regis Mohawk Tribe, FEMA Cybersecurity, Akwasasne, NY
- Chicken Ranch Rancheria, USDA/Forest Service Grant, Tuolumne County, CA

Daniel Voisin / *Director of Environmental Assessment & Remediation Services*

Dan is a senior geologist and leader of environmental assessment and remediation services at Stone. He has over 20 years of environmental site investigation and remediation experience and specializes in supporting property owners faced with contaminated and hazardous site redevelopment challenges. Since 2005, Dan has managed numerous brownfield site investigations performed under US EPA and VT DEC approved Quality Assurance Project Plans. Dan has a deep understanding of brownfield redevelopment issues and routinely collaborates with planners, economic analysts, architects, and engineers to find creative solutions to complex projects.

Years of Experience / 26

Years of Experience at Stone / 23

Education
Master of Science, Earth Science, Geochemical Systems, 2005, University of New Hampshire

Bachelor of Science, Geology, 1998, Bates College

Certifications
40-Hour OSHA Hazardous Waste Operations and Emergency Response Health and Safety Training & Annual 8-Hour Refresher

OSHA Site Supervisor

Skills
Brownfield Redevelopment

Environmental Due Diligence All Appropriate Inquiry; Phase I and II Environmental Site Assessments

Toxic Substance Control Act

Vapor Intrusion Investigation & Mitigation

Area Wide Brownfield Assessments and Planning

High Resolution Site Characterization

Honors and Awards
Project Manager on the City Market Brownfield Redevelopment Project Recognized with the 2017 Vermont Governor's Award for Environmental Excellence & 2018 US EPA Environmental Merit Award

Professional and Community Activities
Board Member, Vermont Environmental Consortium

Related Project Experience

Continuous General Services Contracts / VT DEC / 2005–Present / Vermont / Various Stone Projects

Program Manager and Senior Project Manager for Stone's general services contract to perform environmental assessment, remedial planning, and remedial implementation for the VT DEC, Waste Management Division, Brownfield Response Program and Sites Management Section. Recent projects performed under this contract include the Jones & Lamson BERA Redevelopment, 453 Pine Street BERA Redevelopment, Caledonia Spirits project, and Eastern Avenue St. Johnsbury PCE Investigation.

Jones and Lamson Brownfield Redevelopment / Springfield Regional Development Corporation / 2015–Present / Springfield, Vermont

Senior Project Manager for remedial implementation project of a 266,000 square-foot former manufacturing facility contaminated with chlorinated solvents, polychlorinated biphenyls, bunker fuel oil, and coal tar. The site is under the jurisdiction of US EPA TSCA division, EPA Brownfields, and VT DEC. Project funding derived from EPA Brownfield Assessment grants, State Tribal Assessment and Cleanup grant, Petroleum Cleanup Fund, Revolving Loan Funds, and State of Vermont One-Time Funding grant. Responsible for developing Site Specific Quality Assurance Project Plans, Self-Performing and Risk-Based Cleanup Plans, data gap analysis, and partial CAPs to mitigate risk of exposure to PCB contaminated building materials and soils, as well as vapor intrusion, and to prevent migration of PCB-contaminated oil from migrating into the adjacent Black River. In 2019, oversaw Supplemental Site Investigation of bunker oil NAPL using high resolution site characterization methods (TarGOST). In 2020, conducted remedial investigation to evaluate surfactant flushing of NAPL as a remedial strategy. Oversaw the solicitation of abatement and demolition contractors.

Edgar May Health and Recreation Center Brownfield Redevelopment / 2009–2013, 2013–Present / Springfield, Vermont

Senior Project Manager and Senior Geologist for a Phase II ESA, CAP, partial remediation of a former Foundry property in Springfield, Vermont. Partial remedy completed to date includes targeted soil removal, riverbank restoration, and installation of engineered barriers to support playground construction. Remedial objectives include targeted excavation, demolition, and site disposal of PAH and metals contaminated soils using sustainable best management practices. Managed procurement of contractors according to requirements.

Through ongoing coordination with the property owner, Stone developed successful applications for a US EPA cleanup grant and a Vermont Agency of Commerce and Community Development (VT ACCD) Brownfield Revitalization Fund (BRF) grant totaling over $3 million. Recent tasks include providing services to Springfield Medial Care Systems and Mount to develop bid specifications and requests for bid in accordance with US EPA's Disadvantaged Business Enterprise Requirements (e.g., the Six Good Faith Efforts and Contract Administration Requirements). Upcoming remedial tasks include demolition of foundry building annex, removal of contents and universal wastes, decontamination of porous and non-porous surfaces, removal of the PCB-contaminated slab, installation of a vapor barrier, and installing a new building slab.

Environmental Due Diligence and Sediment Remediation / Private Client / 260 River Street, Montpelier, Vermont / 2016–Present

Senior Geologist and Program Manager for brownfield redevelopment of a former coal gasification plant in Montpelier, Vermont for commercial reuse. Oversaw project from due diligence through remediation and ongoing monitoring. Remedial implementation was conducted under USACE 404/401 permits, VT DEC Stream Alteration Permit, and City of Montpelier zoning permit and included removal of coal tar impacted sediments from the bank of the Winooski River, installation of engineered barriers, and management of contaminated soils.

Former Blodget Oven - HULA Redevelopment / HULA – Lakeside Oven LLC / 2017–2019 / Burlington, Vermont

Senior technical review and program manager for brownfield redevelopment of a former manufacturer of kitchen appliances in Burlington, Vermont. Stone performed environmental due diligence, remedial planning, and remedial oversight during redevelopment of the site. Remediation was performed in accordance with CAP, US EPA TSCA-approved Risk-Based, Performance-Based, and Self-Implementing Cleanup Plan that were drafted for specific areas of concern of the site.

Area Wide Planning and Assessments – Vermont / VT DEC / 2010–Present / Vermont / Various Stone Projects

Project Manager for Area-Wide Brownfield Planning and Assessments for eight communities in Vermont. Oversees the development of Project geo-database to contain relevant environmental data and historic use for as much as 125 years of record. Target communities include Bennington, Richford, Essex Junction, Barre, Winooski, St. Johnsbury, Burlington, Northfield, and Swanton, Vermont.

General Environmental Services Contract / Vermont Agency of Transportation / 2017–Present / Various Projects, Vermont

Program Manager for general services contract with the Vermont Agency of Transportation (VTrans) to perform environmental assessment, remedial planning, and remedial implementation projects on sites across Vermont. Assignments under the general services contracts have varied between environmental due diligence for right of way acquisitions, site investigations of releases from accidents, legacy environmental sites, and the Site investigation and ongoing monitoring of the Southern Vermont Regional Airport.

Hazardous Site Investigation and Remediation at 36-42 Dorset Lane / 2017–Present / Williston, Vermont

Senior Project Manager acting on behalf of a private landowner in defending a claim from an abutting property owner alleging chlorinated solvents were migrating from 36 Dorset Lane to 42 Dorset Lane in Williston, Vermont. Developed an initial conceptual site model and presented a Data Gap Analysis report to the VT DEC. Oversaw the pumping, cleaning, and abandonment of two floor drains. Samples of liquid and sludge in the floor drains contained detectable concentrations of chlorinated VOCs. Performed a synoptic round of low-flow groundwater monitoring and completed an assessment of VOCs in sub-slab soil gas. In 2019, submitted an ECAA and CAP to install a sub-slab depressurization (SSD) system to prevent impact to indoor air quality through vapor intrusion using a design-build methodology for construction. Remedial implementation occurred in May 2019. Subsequent quarterly SSD system monitoring has demonstrated the effectiveness of this vapor intrusion mitigation system.

Per- & Polyfluoroalkyl Substances Investigation & Drinking Water Sampling/Reporting at the Rutland Southern Vermont Regional Airport / VTrans / 2021–Present / North Clarendon, VT

Senior technical reviewer and Senior Geologist for PFAS Site Investigation at the Southern Vermont Regional Airport. Collaborated with other senior staff to develop Conceptual Site Model and Site Investigation Strategy.

Annemarie Fortune, AICP / *Brownfields Program Manager*

Annemarie is an experienced planning professional committed to co-developing more resilient and equitable communities through policy, system, and environmental changes. As the Brownfields Program Manager with Stone, Annemarie expedites projects' progress from environmental due diligence through remediation and closure by advocating on behalf of the client, engaging the local community, and addressing the barriers and challenges to brownfield redevelopment.

Years of Experience / 11

Years of Experience at Stone / 2

Education

Master of Urban and Regional Planning, 2016, University of Denver College of Architecture and Planning

Master of Public Health, 2016, Colorado School of Public Health

Bachelor of Arts, Biology and Environmental Studies, 2012, Colgate University

Professional Certifications

American Institute of Certified Planners (AICP)

Skills

Brownfield Redevelopment

Local and Regional Planning

Stakeholder Engagement and Facilitation

Partnership Development

Policy Analysis and Advocacy

Regulatory Coordination and Permitting

Grant Management

ArcGIS and Data Analysis

Honors and Awards

Robert Giltner Memorial Scholarship

Dean's Scholarship

Employment

Stone Environmental, Inc. / Montpelier, Vermont
Brownfields Program Manager / June 2022–Present

Works with project managers to coordinate on-site activities for environmental cleanup or remediation projects to ensure compliance with environmental laws, standards, regulations, or other requirements; identifies and applies for project funding to local, state, and federal agencies on behalf of Stone clients; assists with administering federal and state grants; supports clients in implementing redevelopment plans with a focus on environmental, social, and economic benefits. Serves as a project advocate on behalf of clients.

Related Project Experience

Edgar May Health and Recreation Center Brownfield Redevelopment / NorthStar Health / 2022–Present / Springfield, Vermont

Explores funding opportunities to support site remediation and redevelopment including securing nearly $2 million in EPA FY24 Brownfield Cleanup funding. Identifies environmental, social, and health data to develop a compelling story articulating the benefits of site revitalization to community well-being. Supports the client in stakeholder and community engagement ensures programming, site design, and redevelopment vision align with community needs to build project support. Developed a resource roadmap to support client in prioritizing and identifying applicable funding resources for their redevelopment. Created a project briefing sheet to build support for the project, highlight project milestones, and craft an articulate ask of potential partners.

Turning Point Center / Turning Point Center of Central Vermont / 2023–Present / Barre City, Vermont

Assists client in the identification and acquisition of remediation funding to support the expansion of a recovery facility. Developed a $500,000 grant request for brownfield cleanup funding with a request to waive the 10% match requirement. Built support for the project through stakeholder coordination and introductions.

Jeffersonville Granary / Lamoille County Planning Commission / 2022–2024 / Jeffersonville, Vermont

Identified funding opportunities for remediation and redevelopment and provides technical assistance in developing funding applications and potential funding stacks to ensure project success. Coordinated stakeholders across State and regional agencies to leverage support for the project.

50 Depot Street / Town of Rockingham / 2024–Present / Rockingham, Vermont

Conducting environmental review as required by NEPA consisting of historic preservation, brownfield, and floodplain challenges. Co-manages the site through the brownfield assessment and remediation process including securing funding to help the project meet grant and redevelopment timelines.

Wolcott Community Forest / Trust for Public Lands / 2024–Present / Wolcott, Vermont

Navigates various funding streams to expedite project through due diligence, remedial planning, and cleanup to meet project timeline requirements. Developed Community Relations Plan and Analysis of Brownfields Cleanup Alternatives to meet federal funding requirements.

Benn Hi Environmental Due Diligence / Hale Resources, LLC / 2023–Present / Bennington, Vermont

Supports the client in navigating environmental liability and due diligence. Identifies funding opportunities for environmental assessment, remediation, and redevelopment including securing funding for a multi-million-dollar Corrective Action Plan. Enrolled the client in BRELLA. Coordinates essential stakeholders to build a coalition of support for the project to ensure its success.

TLR Complex & Penta Wyman Flint / Sustainable Valley Group / 2022–Present / Barre City, Vermont

Supported client in BRELLA enrollment for both sites. Identified and leveraged regional and state funding to support the Phase II ESA and data gap analysis for both properties. Assists client in understanding how environmental concerns impact development potential.

Greater Rockingham Area Services Environmental Review / Greater Rockingham Area Services / 2023–2024 / Bellows Falls, Vermont

Completed the environmental review as part of the National Environmental Policy Act (NEPA) including analyzing a variety of environmental impacts and coordination across state and federal agencies. Led Act 250 permitting process to support the replacement of an antiquated heating system with a more energy efficient, renewable biomass boiler.

105-107 Eastern Avenue & 115 Eastern Avenue / Catamount Arts / 2023–Present / St. Johnsbury, Vermont

Led BRELLA enrollment process for both properties to ensure liability protections and enable access to public funding. Facilitated stakeholder coordination across the Vermont Department of Environmental Conservation, Agency of Commerce and Community Development, Northeastern Vermont Development Association, and Catamount Arts to expedite the projects through environmental due diligence, including securing project funding.

Publications and Presentations

Ghose, Seve & Fortune, Annemarie. 2020. "Love My Air: Exploring Air Quality Opportunities Through Parks and Recreation Programming". Presented at the Public Health Parks and Recreation (PHPR) Summit: Community Resilience thru Public Health, Parks and Recreation. February 26, 2021.

Weakley, Michael & Fortune (Heinrich), Annemarie. 2019. "Bald Mountain Estates: Well Variances". Presented at the Colorado Environmental Health Association (CEHA) Annual Education Conference. September 2019.

Fortune (Heinrich), Annemarie. 2016. "Private Well Contamination: User Demographics and Land Use Implications". Presented at the Colorado School of Public Health. December 2016.

Katrina Mattice, PE / *Senior Engineer*

Katrina is a professional engineer and project manager with 15 years of experience focused on the investigation and remediation of contaminated sites and brownfield properties. Katrina is skilled in all aspects of site investigation and remediation, including investigation and treatment of contaminants such as PFAS, vapor intrusion assessment and mitigation, environmental regulatory compliance, and remedial planning and implementation. Her remediation experience has ranged from excavation projects, multi-phase extraction including SVE and pump and treat, and injection technologies including chemical oxidation and reduction in addition to mitigation technologies including SSD, engineered barriers and soil management. Katrina's expertise also includes water system operation for public water systems.

Years of Experience / 15

Years of Experience at Stone / 6

Education
Bachelor of Science, Environmental Resources and Forest Engineering, *Cum Laude,* 2008, SUNY College of Environmental Science and Forestry

Professional Certifications
Vermont Professional Engineer, No. 018.0118851

New York Professional Engineer, No. 093202

Class II Public Water System Operator, VT, No. OP04409

40-Hour OSHA Hazardous Waste Operations and Emergency Response Health and Safety Training & Annual 8-Hour Refresher

Skills
Brownfield Redevelopment

Phase I Environmental Site Assessment

Phase II Environmental Site Investigation and Final Report

Evaluation of Corrective Action Alternatives & Corrective Action Plan

Corrective Action / Remedial Design and Cost Estimate

Construction Oversight

Erosion Prevention & Sediment Control

Water Systems Operation

Dam Safety Monitoring

Related Project Experience

Edgar May Health and Recreation Center Brownfield Redevelopment / 2009–2013, 2013–Present / Springfield, Vermont

Engineer of record for a Corrective Action Plan (CAP) for the demolition of the foundry building annex, removal of contents and universal wastes, decontamination of porous and non-porous surfaces, removal of the PCB-contaminated slab, installation of a vapor barrier, and installing a new building slab.

Jeffersonville Granary / 2019-2023 / Jeffersonville, VT

Engineer of record for a Corrective Action Plan (CAP) for the removal and disposal of PCB-contaminated concrete, wood, and overhead hoist.

Jones and Lamson Brownfield Redevelopment / Springfield Regional Development Corporation / 2015–Present / Springfield, Vermont

Engineer of record for a Corrective Action Plan (CAP) for surfactant flushing of NAPL due to a release of bunker oil. Remedial implementation for bunker oil release area of concern is expected in the fall of 2024.

Phase II Environmental Site Assessment and Evaluation of Corrective Action Alternatives, Young Landfill, 893 VT Route 78/ Northwest Regional Planning Commission / 2020–Present / Highgate, Vermont

Supported Brownfields program enrollee with solar redevelopment plan by performing a data gap analysis, Phase II ESA, and ECAA for the Young Landfill Site. Contaminants of concern that have been identified through three decades of environmental assessment include petroleum and chlorinated volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, dioxins and furans, polychlorinated biphenyls (PCBs), 1,4-dioxane, and PFAS. Coordinated with Northwest Regional Planning Commission and VT DEC to gain offsite access to assess groundwater on adjoining property that is an impacted third party.

Phase I and II Environmental Site Assessment and Corrective Action Planning / Golden Junk, LLC / 2018–Current / Burlington, Vermont

Prepared a Phase I ESA, Phase II ESA, and Site-Specific Quality Assurance Project Plan (SSQAPP) with partial funding from Chittenden County Regional Planning Commission through the Brownfields Assessment Grant for a former transmission repair station. Identified chlorinated and petroleum volatile organic compounds as contaminants of concern. Redevelopment of the property includes mixed use with commercial use on the first floor and residential use on the second floor. Applied and approved for cleanup funds

on behalf of the property owner through the Agency of Commerce and Community Development. Corrective action implementation is pending the contract.

Chaplin Avenue Brownfield Program Management, Assessment, and Cleanup / Rutland County Parent-Child Center / 2017–Present / Rutland, Vermont

Engineer drafting soil management plan and reviewing corrective action construction completion report for future home of the Rutland County Parent-Child Center. Performed onsite field work including surveying, and soil assessment. Project was granted a Certificate of Completion following the construction of engineered barriers and sub-slab depressurization system in 2018.

Corrective Action Plan, IDE Building, 202 Bay Street / VT DEC / 2022–2023 / St. Johnsbury, Vermont

Lead engineer on the petroleum cleanup and design of a corrective action plan to remediate petroleum contamination in groundwater due to a release from a former underground storage tank. The remediation design includes direct push technologies to deliver a chemical oxidant into the subsurface. For the brownfield redevelopment, acted as engineer of record for a corrective action plan including mitigation due to vapor intrusion within the building, and source removal and soil management due to contaminated soils on the exterior of the property.

Phase I and II Environmental Site Assessment, and Interim Corrective Action, Former Middlesex Service Center / Planetary Matters, LLC. / 2017–2019 / Middlesex, Vermont

Performed Phase I ESA for a property formerly used as a retail gasoline station and automotive service repair facility. Identified recognized environmental conditions. Site entered Brownfields Reuse and Environmental Liability Limitation Program and subsequently a Phase II ESA was performed. Performed field sampling including vapor intrusion, indoor air and groundwater assessment. Implemented interim corrective action to prevent vapor intrusion prior to redevelopment of the property.

Corrective Action Plan, Former Ernie's Garage / 561 & 567 North Main Street LLC / 2017–2019 / Barre, Vermont

Site enrolled in Brownfields Program. Completed a Corrective Action Plan (CAP) to mitigate exposure risks to site users from former use of the property as automotive garage. Corrective actions included installing a vapor intrusion barrier on the concrete slab. Facility was upgraded to be compliant with the Underground Injection Control (UIC) program by permanently closing floor drains and installing a trench drain connected to an oil/water separator.

Groundwater Monitoring and Water Supply Treatment, Southern Vermont Regional Airport / Vermont Agency of Transportation / 2019-Present / North Clarendon, Vermont

Task manager coordinating quarterly drinking water supply well sampling at impacted residential properties and public community water system (PCWS) due to the release of aqueous film forming foam from firefighting and firefighting training on the Southern Vermont Regional Airport property. Support operations and maintenance of point-of-entry treatment systems using activated carbon to treat per- and polyfluoroalkyl (PFAS) in drinking water on both private and public water supplies. Managed large data set and prepared deliverables to inform property owners of results.

Water Treatment System Operation and Maintenance and NPDES Reporting, Greer Dry Cleaning and Laundry / Greer Family, LLC / 2022-Present / South Burlington, Vermont / 20221076

Lead engineer supervising field technician to oversee the operations and maintenance of a water treatment system that treats contaminated groundwater. Due to a release of chlorinated solvents from a former dry cleaner, a contaminated groundwater plume is migrating offsite to an underdrain, and the objective of the water treatment system is to intercept the plume prior to discharging it into stormwater infrastructure. Performing ongoing groundwater monitoring and evaluating concentration trends to determine the project's lifecycle. Coordinated with the property owner to evaluate additional remedial alternatives to accelerate hazardous waste site closure, including in-situ reductive dechlorination.

PFAS Assessment, Saint Johnsbury Biosolids Land Application Sites, / Town of Saint Johnsbury / 2019–Post-Closure Monitoring and Water Supply Treatment, Hinesburg Landfill/ Town of Hinesburg / 2021-Present / Hinesburg, Vermont

Project manager and lead engineer for PFAS and VOC-contaminated landfill Site. Prepared post-closure monitoring plan and implemented remedies, including point-of-entry treatment systems for impacted private water supplies. Attended public meetings and relayed risk information to the public.

Rebecca Treat, PG / *Senior Geologist*

As a Senior Geologist at Stone, Rebecca applies her field, analytical, and management experience to a variety of environmental projects. Rebecca is a professional geologist with over 15 years in environmental project management and geological field investigations. She has served as the lead technical expert for brownfields projects throughout Vermont and northern New England and has extensive experience conducting investigations and cleanups for PFAS, chlorinated solvents, and hazardous building materials.

Years of Experience / 18

Years of Experience at Stone / 2

Education
Bachelor of Science, Geology, 2003, Portland State University

Professional Certifications
Licensed Professional Geologist, New York, No. 000764

ASTM/EPA Environmental Professional

40-Hour OSHA HAZWOPER

Geophysical Survey Systems, Inc. Ground Penetrating Radar training, 2008

Skills
Brownfield Redevelopment

Phase I Environmental Site Assessment

Phase II Environmental Site Investigation and Final Report

Evaluation of Corrective Action Alternatives & Corrective Action Plan

Corrective Action / Remedial Design and Cost Estimate

Construction Oversight

Hazardous Material Management

Honors and Awards
Research Experience for Undergraduates Program, National Science Foundation, 2001

Related Project Experience

Phase II Environmental Site Assessment & Corrective Action Planning / CVRPC / 18 South Main Street / 2022–Present / Barre, Vermont

Project Manager for a brownfields project with funding from the CVRPC through the Vermont Agency of Commerce and Community Development (ACCD). Environmental due diligence was initiated in support of redevelopment of the property into a Model Recovery Center. In 2021, Stone performed a Phase I ESA of the property and identified the historical use of the adjacent property to the south, including its listing as a hazardous water site, as a recognized environmental condition (REC). A Phase II ESA was performed in 2022 which included assessments of soil, groundwater, soil gas and PCBs in indoor air. Environmental drilling efforts were performed in conjunction with the geotechnical assessment for efficiency and cost savings. A corrective action plan (CAP) to mitigate direct contact and inhalation exposure risks was recently finalized and approved by the VT DEC. Corrective action implementation is set to begin 2023/2024.

Phase I ESA, Phase II ESA & Corrective Action Planning / VT DEC / 105-107 Eastern Ave / 2023- Present / St. Johnsbury, Vermont

Project Manager for a brownfields project with funding provided by the VT DEC. Catamount Arts in St. Johnsbury is seeking to expand to an adjacent property located on Eastern Avenue known as the "Octagon Buildings." In spring 2023, Stone performed a Phase II ESA of the property which included assessments of soil gas, soil and hazardous building materials. A Phase I ESA Update was performed in conjunction with the Phase II ESA field work in support of the acquisition. Pilot testing and the development of a corrective action plan (CAP) are underway with a primary focus to mitigate inhalation risks posed by the presence of chlorinated solvents in soil gas. Proposed corrective actions include the installation of sub-slab depressurization system and/or vapor barriers. Hazardous building materials will also be addressed in the CAP.

PFAS Investigation / Private Client / 2022–Present / Putney, Vermont

Project Manager for an investigation of PFAS and arsenic impacts identified at a paper mill facility. Stone performed an initial site investigation (SI) in 2021 in response to a request from the VT DEC. The SI efforts consisted of an assessment of soil, groundwater, surface water and sediment in the vicinity of the mill and the former lagoons located on the property. PFAS and arsenic were detected in various media above regulatory standards, most notably groundwater, and the former lagoons were identified as the primary source. Supplemental site investigation (SSI) efforts were performed in fall 2022 to further define the extent and distribution of PFAS in groundwater. Additional

investigative work is planned for fall 2023 to further define impacts in the bedrock aquifer and evaluate remedial alternatives. Since late 2021, Stone has implemented a robust groundwater monitoring program to evaluate spatial and temporal trends in the overburden and bedrock aquifers. The program also includes hydraulic monitoring of a nearby brook to determine if it is acting as a hydraulic barrier for further downgradient migration of impacts. Investigative efforts have been designed to provide the data necessary to support closure through groundwater reclassification although the need for an active remedy is still being evaluated.

Phase II Environmental Site Assessment / VT DEC / 2022–Present / Thetford, Vermont

Project Manager for a Phase II ESA of a former landfill in Thetford, Vermont. Funding provided by MARC and the VT DEC for the Green Mountain Economic Development Corporation (GMEDC), who is considering leasing the property to a solar developer. Stone reviewed approximately 20 years of landfill post-closure groundwater monitoring results and a hydrogeologic study completed in 1995. A collapsed building with metal drums and a separate area where metal drums appear to have been dumped were identified. In 2021, Stone completed a file review of Vermont Solid Waste Management Program files associated with the landfill to identify data gaps in post-closure monitoring data prior to developing a Phase II ESA scope of work, which was drafted in 2021. Implementation of the Phase II ESA occurred in 2022/2023. Soil, groundwater and hazardous building material assessments were performed. The draft Phase II ESA report was recently submitted and is currently under review by the VT DEC.

Phase I ESA, Tier 2 Vapor Encroachment Screening & PCB Building Materials Inventory / Vermont Building and General Services / 117 Strongs Avenue / 2023 / Rutland, Vermont

Completed a Phase I ESA, vapor encroachment screening and a PCB building materials inventory on behalf of Vermont Building and General Services (BGS) in support of their potential lease of a property in Rutland, Vermont. Identified recognized environmental conditions (RECs), historical RECs and business environmental risks including the presence of chloroform in sub-slab soil vapor above the residential standard, use of adjoining properties for industrial purposes and as an active railway, the listing of the property and an adjacent property as state hazardous waste sites for releases of heating oil and diesel fuel from underground storage tanks and the presence of potentially PCB-containing building materials.

Phase I ESA / Windham Regional Planning Commission / 2022 / Rockingham, Vermont

Completed a Phase I ESA on behalf of the tenant and owner in support of redevelopment for permanent restaurant at the Site. Identified recognized environmental conditions and business environmental risks including the historical use of the property as a filling station, the listing of the property as a state hazardous waste site for gasoline releases from underground storage tanks and the presence of fill material placed in 2008. Provided support to the owner to understand and address the property's out-of-compliance regulatory status.

Vapor Intrusion Investigation / VT DEC / 115 Eastern Ave / 2023- Present / St. Johnsbury, Vermont

Project Manager for an investigation of indoor air impacts at the exiting Catamount Arts building on Eastern Ave. In 2023, Stone conducted indoor air testing on pro-bono basis in conjunction with environmental due diligence efforts of that were being performed in support of Catamount Art's expansion to the adjacent "Octagon Buildings" property. Chlorinated solvents were subsequently detected in indoor air at levels that required Catamount Arts to temporarily cease operations in the building. A comprehensive site investigation was conducted in summer 2023 to determine the source of the impacts and a viable remedial approach to ensure re-occupancy of the building as quickly as possible. Funding for the site investigation was provided by the VT DEC through the Environmental Contingency Fund. Assessments of soil gas and indoor air point to a source originating north and west of the Site. Pilot testing and the development of a corrective action plan are underway. Proposed corrective actions include the installation of sub-slab depressurization system and/or vapor barriers.

Phase I ESA / A&R Belley, Inc. / 2023 / St. Albans City, Vermont

Completed a Phase I ESA on behalf of a prospective purchaser in support of property acquisition. Identified recognized environmental conditions including the listing of the property as a state hazardous waste site for gasoline releases from underground storage tanks, adjacent facilities with known releases and off-site migration of petroleum contamination, the likely presence of contaminated fill, and the presence of a diesel generator and pad-mounted electrical transformers.

Clay Point Associates, Inc.
www.claypointassociates.com

Statement of Qualification

Todd C. Hobson
President

Professional Summary

Mr. Hobson is the President/Owner of Clay Point Associates, Inc. He is responsible for management of all technical, personnel, and business aspects of the firm. Mr. Hobson has over 40 years of technical and business experience in the asbestos, lead, and hazardous materials management industries, and an additional five years' experience in the field of personnel management. Mr. Hobson has provided various environmental consulting services on over 6,000 asbestos projects/2,500 lead-based paint projects/900 indoor air quality improvement projects ranging in value from $500. to $4.6 million.

Active faculty member of the Institute for Environmental Education and former faculty member of the Tufts University, Center for Environmental Management. Presents seminars and lectures concerning various technical and regulatory aspects of the environmental industry. Mr. Hobson has made over 500 environmental education presentations to approximately 8,500 individuals.

Professional Development (partial)

"8-Hour Permit-Required Confined Space Training Course", Industrial Hygienics Corporation, April 17, 1997, Certificate Number 276.

"Mold, Moisture & Remediation Workshop", American Conference of Governmental Industrial Hygienists, Cincinnati, Ohio, November 18 - 21, 2002, Approval #02-892.

Professional Registration

Accredited as an Asbestos Inspector, Management Planner, Project Monitor, and Design Professional under 40 CFR Part 763, Asbestos Containing Materials in Schools; Final Rule and Notice.

State of Vermont, Asbestos Project Designer, Asbestos Inspector/ Management Planner, and Asbestos Project Monitor.

State of New Hampshire, Asbestos Project Designer, Asbestos Inspector, and Asbestos Management Planner.

State of Vermont, Lead Inspector/Risk Assessor.

Clay Point Associates, Inc.
www.claypointassociates.com

Statement of Qualification

Kyle B. Austin
Environmental Associate

Professional Summary

Mr. Austin is an Environmental Associate and Laboratory Manager for Clay Point Associates, Inc. He is responsible for providing technical management/consulting services for various hazardous waste operations, Phase 1 Environmental Site Assessments, mold investigations/remediation projects and Regulated Building Material surveys/abatement projects. Laboratory management responsibilities include administration of Quality Assurance/Quality Control Programs, analysis of airborne asbestos fibers by Phase Contrast Microscopy, and management of laboratory materials and personnel. Mr. Austin has been providing these services for CPAI since March 1994.

Health & Safety Training

OSHA 40-Hour (29 CFR 1910.120) "Hazardous Waste Operations and Emergency Response" Health & Safety Class, Industrial Hygienics Corporation, Williston, Vermont, December 14 - 18, 1998, Certificate Number: 3513.

OSHA (29 CFR 1910.146) "Confined Space Entry and Rescue" Training Course, Griffin International, Plattsburgh, NY, July 16, 1999, Certificate Number: 99884.

OSHA 10-Hour "Construction Standard" Training, ATC Associates, Inc., West Springfield, MA, March 27-28, 2012, Certificate Number: OSHA-1060.

Professional Registration

Accredited as an Asbestos Inspector and Asbestos Project Monitor under 40 CFR Part 763, Asbestos Containing Materials in Schools; Final Rule and Notice.

Certified as a State of Vermont Asbestos Site Inspector, Asbestos Project Monitor, Asbestos PCM Analyst, and Asbestos Field PCM Analyst.

Member of American Society for Testing and Materials, 1998 to present, Member #000144816.

Joe Weith
Senior Project Manager

Joe brings a unique perspective and extraordinary insight to his work on behalf of clients as senior project manager at White + Burke.

With more than 30 years' experience working on both the public and private sides of land planning, corporate real estate and development consulting, Joe brings a unique perspective and extraordinary insight to his work on behalf of clients as Senior Project Manager. Through his real estate advisory work at White + Burke and having worked for many years as a municipal planning director and real estate director for a national retailer, Joe provides expert understanding and advice in analyzing and securing sites for development, deal-making, conducting market and trade area analysis, financial analysis, successfully navigating the permitting and approval process, and managing complex projects. He is extremely detail-oriented and results-driven. Joe truly understands both the "public" and "private" sides of real estate development and utilizes this in-depth knowledge to effectively meet our client's needs.

Before joining White + Burke, Joe held the position of Director of Real Estate for Bruegger's Bagels, a 300+ unit fast-casual restaurant concept headquartered in Burlington, Vermont. He was responsible for managing the real estate holdings of the company in 25 states, the District of Columbia and Canada. His work included selecting, analyzing and securing sites for new restaurants, conducting market and trade area analyses, preparing and implementing corporate growth strategies, and working closely with design and construction to open new stores on time and within budget.

Joe has led many successful projects on behalf of clients ranging from securing a new hotel development in downtown St. Albans, Vermont to helping investors analyze financial feasibility of development projects to preparing a downtown development strategy for Newport, Vermont.

Education

M.A. Urban Planning & Policy - University of Illinois at Chicago

B.A. - University of Vermont

Certifications & Accreditations

CCIM (Certified Commercial Investment Member)

Certification, National Association of Realtors

State of Vermont - Licensed Real Estate Salesperson

Memberships

International Council of Shopping Centers - Member

National Association of Realtors Member

Vermont Association of Realtors Member

Chittenden Commercial Real Estate Association - Member

Vermont Planners Association Member

Leadership

Preservation Realty Holdings Board of Directors (subsidiary of Preservation Trust of Vermont) - Member

Burlington City Arts Board of Directors - Past Member

Burlington City Arts Foundation – Past Member of Board of Directors

Northern New England Chapter of the American Planning Association - Past President

Northfield Falls, Vermont

APPENDIX B

SUBCONTRACTOR QUALIFICATIONS

MONTROSE
ENVIRONMENTAL

CASCADE
DRILLING | TECHNICAL SERVICES

Applicable Project Team Descriptions

Chris Aldrich, CWD, Senior Driller, has over 30 years of experience in subsurface drilling techniques. Chris is a licensed driller in the States of Vermont and Massachusetts and holds a National Groundwater Association (NGWA) Certified Well Drillers (CWD) designation. He has experience with Direct Push Techniques (DPT), air and fluid rotary drilling, augering and diamond core drilling.

Dan Bryne, Field Supervisor, has 16 years of experience in subsurface data collection and industrial services. Dan primarily operates Geoprobe direct push drill rigs for the advancement of soil borings, installation of monitoring well and operating the Waterloo Advanced Profiling System (APS) and Membrane Interface Probe (MIP) technologies. He also has experience with environmental and industrial services, often in confined space environments. Responsible for construction outreach, lead construction, SCBA/IDLH, forklift operation, and trenching and shoring.

Casey Moore, Project Manager, has 11 years of professional experience with responsibilities including business development, client outreach, financials, employee/crew management and safety. Project experience includes DPT, auger/geotechnical, sonic drilling, hydraulic profiling and remediation(ISCO/Smoldering). Had previously operated as field team leader within Cascade's Investigation &Remediation fieldwork including the operation of the Waterloo Advanced Groundwater ProfilingSystem, operation of Geoprobe/auger rig services such as monitoring well installation, remedialinjections, geotechnical borings/rock coring and dye LIF technologies.

Will McAllister, Regional Operations Director, has over 20 years of professional experience with a focus on designing, managing, and executing environmental investigations using a variety of subsurface drilling and data collection technologies. He serves as East Coast operations director and oversees a staff of multiple offices and drilling crews. These efforts also include the development and execution of High Resolution Site Characterization investigations.

Eastern Analytical, Inc.

professional laboratory and drilling services

Drilling Services

Our drilling services compliment those of our fixed laboratory. The EAI drilling crew is experienced, licensed, NGWA and 40 hour OSHA certified. Utilizing our Geoprobe® 7822DT track mounted direct push drilling rig we offer the following capabilities:

- 4.25" hollow stem auger
- Air hammer unit and compressor
  (rock wells set down to 60 feet)
- Cased or uncased borings
- Groundwater monitoring well installation
- 5-ft soil core sampling
- Continuous or discrete soil collection
- Concrete coring/drilling capable
- In-situ groundwater sampling
- Vapor Intrusion, soil gas monitoring
- Chem Ox injections
- Well decommissioning
- Roadbox repairs

51 Antrim Avenue, Concord, NH 03301 | 800-287-0525 | EasternAnalytical.com

platform
ENVIRONMENTAL DRILLING
AND REMEDIATION SERVICES

Drilling and Remediation Services

Drilling Expertise in the Northeast

Platform Drilling & Remediation Services is a small business located in North Fayston, Vermont, specializing in environmental drilling, remediation system construction, and remedial fluid injection services in the Northeast.

As our name indicates, our services are the platform on which successful site investigations and remedial actions are based.

Whether the project requires soil or groundwater sampling, monitoring point installation, direct sensing surveys, or construction services, the subsurface information we provide allows our clients to better understand site contaminant distribution and design more effective remediation solutions.

Obtain Accurate Data for Confident Decision Making

Our team uses the highest quality materials to construct monitoring points efficiently and cost effectively. This ensures that the samples we obtain accurately represent subsurface conditions and provide you with a sound basis for site investigation programs or remedial system designs.

Experienced Leadership

Mike Jordan, P.G., Platform's Owner, has worked within the drilling and environmental consulting industry for more than 27 years, completing complex site investigations and implementing remedial solutions for industrial clients. He is adept at understanding client's objectives and, when necessary, adapting field collection methods to meet these.

Our operators include registered professional geologists and drillers certified by the National Ground Water Association (NGWA). We currently maintain drilling licensure all northeastern states.

Our Services

Direct Push

- Direct push and rotary, combined
- Quality Geoprobe rigs
- Standard and custom downhole tools

Rotary

- HSA drilling (2 ¼ - 8 ¼)
- Air rotary (2 ½ - 6 ½)
- Drive-and-wash casing advance
- Diamond Coring BX, NX,and HQ.

Sampling

- Continuous or discrete soil coring with the Dual Tube 3.75 (DT375), DT22 or Macro-Core™ MC5 systems

platform
ENVIRONMENTAL DRILLING
AND REMEDIATION SERVICES

Sampling (Cont.)

- Discrete groundwater sampling with the Geoprobe HPT/GW or Geoprobe SP-16 and SP-21 systems
- Membrane Interface Probe (MIP) direct sensing technology
- Hydrostratigraphic profiling using Geoprobe HPT technology
- Monitoring and remediation system well installation
- Soil gas sample collection

Remediation Support Services

Our operators and staff have been involved in the construction of several pilot through full-scale remediation systems. We have facilitated the installation of remedial technologies including.

- Thermal Remedies (ERH, TCH, Savron Star^{tm}),
- Bio-augmentation injections and systems,
- Permeable remediation barriers (PRBs),
- Pump-and-treat systems,
- Injection technologies,
- Soil vapor extraction (SVE),
- Multi-phase extraction (MPE), and
- Ozone injection systems.

We have access to a wide array of support equipment for the installation of remediation systems. In addition, our business relationships throughout the Northeast allow us to supply projects with additional personnel and materials when they are needed.

Equipment

With track-mounted, low clearance probes, our equipment typically conforms to the access requirements presented by our client's sites, whether indoor or outdoor. Our rotary drills are outfitted to provide a diverse array of drilling techniques, including augering, casing advance, and down-the-hole air hammers.

We also provide rigs with combined rotary drilling and direct push capability to maximize flexibility with minimal cost. We pride ourselves on our ability to utilize and adapt the equipment we own to provide samples or install monitoring devices to meet your requirements.

Our Experienced Staff on your Team

Our experienced staff can often facilitate your decision-making process in the field or prior to mobilization. Our knowledge of available tools and materials and their corresponding capabilities can make a significant difference to the success of a field effort. Prior to mobilization, we review client work plans to identify the proper tooling and help you with the selection of alternate methods if our experience indicates potential problems. We are truly part of your team.

Health and Safety a Priority

Platform's professional operators have more than 24 years of experience working with heavy equipment on client sites. They have completed OSHA 29 CFR 1920.120 site health and safety training and are current with refresher training. In addition, all our field staff are enrolled in a medical monitoring program. Platform is fully insured and meets or exceeds industry insurance standards, including pollution liability coverage. Insurance certificates can be provided upon request.

Contact

Michael Jordan, PG., CWD
Managing Owner
802.498-3828 or mjordan@platform-env.com

Our probes are track mounted and capable of accessing low clearance and indoor projects.

platform
ENVIRONMENTAL DRILLING AND REMEDIATION SERVICES

Michael J. Jordan, P.G.

PROFESSIONAL EXPERIENCE

Michael Jordan has over 27 years of professional experience with a focus on designing, managing, and executing subsurface investigations using a variety of subsurface drilling and data collection technologies. He serves as the Managing Owner and oversees all business operations of Platform Drilling and Remediation (Platform). Prior to starting, Mr. Jordan managed and executed multimedia site characterizations and remediation efforts at state and federally regulated sites. These efforts included the development and execution of High Resolution Site Characterization (HRSC) investigations. He has experience in the development and use of innovative investigation tools, including direct sensing, geophysics, diffusion sampling, and hydrogeologic testing.

Mr. Jordan has been involved in the development and commercialization of several tools and or approaches to subsurface drilling and remediation this includes the both the Waterloo^{APS} System for discrete groundwater samples and the Savron STAR^{TM} technology for in-situ smoldering combustion. Mr. Jordan was involved in the first full scale implementation of the Savron STAR^{tm} technology. For the first full scale implementation of the STAR^{tm} at the Pitt Consul Site in New Jersey, Mr. Jordan developed subsurface tooling and optimized installation procedures. This led to the successful remediation of the Site. Prior to the Pitt Consol Site only limited field trials had been completed. The full-scale implementation required the fabrication of tooling, hiring, and training local operators, and the ongoing management of the project for five years.

Mr. Jordan is a registered professional geologist in the State of New Hampshire and holds a B.S. in Geology from Northeastern University in Boston. In addition, he is a licensed or registered driller in 10 states.

CERTIFICATIONS

- Professional Geologist, New Hampshire (#509)
- Licensed Driller: VT, NH, MA, NY, NJ, CT, IW & IN
- Registered Driller: ME & RI

Health and Safety Training:

Hazardous Materials Safety Training Course

40-hour training as required by 29 CFR 1910.120 [e][8], 1996.

Health and Safety Operations at Hazardous Materials Sites

8-hour refresher training as required by 29 CFR 1910.120 [e][3], 1997 through 2023

Management / Supervisor Training in Hazardous Waste Operations and Emergency Response

8-hour training in accordance with 29 CFR 1910.120 and 1926.195, 1998.

OSHA Permit Required Confined Space Training

In accordance with 29 CFR 1910.146[g][1], 2001.

Connecticut Safe Boating Certificate, 2012.

Publications and Presentations:

Post Construction Monitoring of a ZVI PRB at the Somersworth Superfund Site. T. Krug, K. Berry-Sparks, S O'Hara, C. Elder, M. Jordan, T. Sivavic and R. Foct, The Third Annual International Conference on Remediation of Chlorinated and Recalcitrant Compounds May 2002.

Reactive Barrier Wall at the Somersworth Landfill, Construction Lessons and Preliminary Results. Michael Jordan, Carl Elder, Tom Krug, NEMOA Conference, Durham NH. November 2001.

Transport of TCE in a Sandy Aquifer Along Non-Preferential Flow Paths. Peter Zeeb, Michael J. Jordan, The Second International Conference on Remediation of Chlorinated and Recalcitrant Compounds May 2000.

Delineation of VOC-Contaminated Groundwater Discharge Zone, St Joseph River, Elkhart, Indiana. John H. Guswa, Jonathan Bridge, and Michael J. Jordan, Proceedings of the Groundwater / Surface-Water Interactions Workshop, July 1999.

Application of High-Resolution Site Characterization Tools for Source Delineation and In Situ Thermal Treatment Design Optimization; Michael Jordan (Cascade), Devon Phelan, Gorm Heron, John Bierschenk (TerraTherm, Inc., Gardner, MA., US.), Dave Palmer (Ameren Services, St Louis, MO., US), Battelle Conference on Remediation of Chlorinated and Recalcitrant Compounds April 8-12, 2018.

There is More to HRSC than MIP, Michael Jordan, Cascade Technical Services Webinar Series, July 20, 2018.

Tired of Direct Push Refusal? How to Achieve Deep Site Characterization, Michael Jordan, Cascade Technical Services Webinar Series, October 31, 2019.

Getting the Most from a Single Borehole, Michael Jordan, Cascade Technical Solutions Webinar Series, March 27, 2019.

HAGER GEOSCIENCE
A Collier Geophysics Company
596 MAIN STREET | WOBURN, MA 01801 | TEL: 781.935.8111 | FAX: 781. 935.2717 | WWW.HAGERGEOSCIENCE.COM

Corporate Statement of Qualifications

Hager GeoScience Inc. operated as a small woman-owned business (certified D/WBE in all six New England States, Pennsylvania and Delaware) that provided high-quality consulting services in geophysics and geology to public and private clients since 1993. After becoming a Collier Geophysics Company in 2022, HGI is now dba Hager GeoScience and operates as a Service-Disabled Veteran-Owned Small-Business (SDVOSB). The company provides innovative solutions to unusual subsurface problems, supported by decades of experience in the fields of analytical geology and geophysics. HGI's tools include state-of-the-art equipment combined with computer-assisted data acquisition and reduction techniques and proprietary software developed by HGI for specialized tasks. HGI has a staff of seven professionals, including advanced degrees in geology and geophysics.

HGI uses a wide variety of equipment for geophysical data collection, including ground penetrating radar (GPR), seismic (refraction, reflection, surface wave, cross hole), resistivity, magnetics/electromagnetics, and borehole systems and has both the equipment and facilities necessary to complete all aspects of geophysical and geological projects. HGI also offers unique low-frequency GPR (LFGPR) expertise for deep imaging of stratigraphy and structures, such as earth dams.

The HGI office is located in a 2-story professional building, with an adjacent Carriage House for meetings and conferences. HGI equipment is stored and maintained in a separate dedicated equipment shed. In-house administrative, computer, and printing/plotting support are also available for all projects.

Key Personnel

Mario Carnevale, M.S., P.G.
Operations Manager and Senior Geophysicist

The HGI Vice President of Operations, Mario Carnevale, M.S., has over 50 years of professional experience in engineering geology, geophysics, resource evaluation, and computer modeling. He has worked on geophysics projects for both government and industry and specialized in the interpretation of low-frequency GPR, borehole logging, ERT, and seismic data. He has also provided expertise on projects ranging from geophysical surveys in Puerto Rico, Bermuda, the Bahamas, Greenland and Guam to field mapping in Brazil and evaluation of gold prospects in Siberia and Africa. Mr. Carnevale is a Certified Professional Geologist in New Hampshire, New York, and North Carolina.

Equipment and Software

HGI has multiple GPR data acquisition systems and antennas, including GSSI (Geophysical Survey Systems) SIR 2, 20, 2000, and 4000 systems and 2000-, 1500-, 900-, 500-, 400-, 350 hyperstacking, 300-, 200-MHz mono-static antennas; 100-MHz and Multiple Low Frequency (80 to 15 MHz) bi-static antennas; and a Tubewave-100 borehole antenna for projects ranging from concrete to UST/utility and stratigraphic/void/bedrock and borehole surveys. Data are analyzed using GSSI's RADAN© 7 proprietary software. Seismic refraction, reflection, multichannel analysis of surface waves (MASW) and impact echo data are collected using Geometrics Geode exploration seismographs and geophones

ranging from 4.5 to 100 Hz depending on the type of survey performed. Data are analyzed using Geogiga Seismic Pro 9.0® and ParkSeis© for MASW. Resistivity data are collected with MPT's DAS B MPT-DAS-1 ERT 8-channel multiplexor system with 64 electrodes and analyzed with MPT's ERTLab™ Solver and Viewer. Borehole logging data are collected using HGI's Mount Sopris Instruments borehole logging system with caliper, poly-electric, natural gamma, ATV, OTV, high resolution color video, and heat pulse flowmeter and sonar sondes. Borehole data are processed and analyzed using WellCAD® and Rockworks® software. HGI also offers discrete interval sampling and testing for bore hole investigations. Golden Software's Surfer25®, AutoCAD MAP 3D 2023, and other software programs are used for data analysis and presentation.

Other Related Equipment

Sokkia RTK GNSS GRX3 GPS system
Polypropylene Porta-Botes, 12- and 14-foot, with both electric and gas motors
Ford Transit Utility Vehicle, Fully equipped Freightliner logging truck, Nissan NV 3500 van, Nissan Titan pick-up truck, and Polaris MV-7 Military Version All-Terrain Vehicle (ATV).

DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

7/18/2022
In Reply Refer To: **00VE**

Mr. Nathan B. Collier
Collier Geophysics LLC
SAM UEI: M6LGD89GLRB6
590 E. South Loop
Stephenville, TX 76401

Dear Mr. Collier:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Collier Geophysics LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at https://www.vetbiz.va.gov/. Collier Geophysics LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Collier Geophysics LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Collier Geophysics LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: http://www.va.gov/osdbu/verification/whatsNext.asp.

To ensure that Collier Geophysics LLC is correctly listed in the Vendor Information Pages, check Collier Geophysics LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Collier Geophysics LLC is presently, as of the issuance of this notice, in compliance with the regulation, Collier Geophysics LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Collier Geophysics LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Collier Geophysics LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Collier Geophysics LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Collier Geophysics LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Collier Geophysics LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

Douglas Scott Wilson
Deputy Director
Center for Verification and Evaluation

Vermont Underground Locators – Firm Overview

Introduction:

General Firm Information

Trudell Consulting Engineers, DBA Vermont Underground Locators (VTUL). VTUL currently has 2 employees, which includes 1 full time locator and 1 administrative support staff. TCE, Inc DBA Trudell Consulting Engineers a multi-disciplinary firm founded in 1975 with over 25 experienced professionals providing environmental consulting, civil engineering, land surveying, and landscape architecture throughout Vermont. TCE Group is owned by Jeremy Matosky, PE. VTUL has gained significant market-share throughout Vermont, New England, and Upstate New York in recent years, and has plans to continue to serve a greater area and client base.

Vermont Underground Locators
478 Blair Park Road
Williston, VT 05495
802-863-7113
info@vtlocators.com

Objective

Our vision is a future where no person is hurt by, or damage is done to, a buried utility. VTUL has the experience, resources, and qualifications to provide services within the private utility locating industry. VTUL's mission is to protect people and infrastructure from harm. Safety and providing quality accurate work in a timely manner is instilled in our staff at every level.

Technical Qualifications & Experience

We firmly believe our people are what sets us apart from our competition, and as a smaller organization we take a team approach to ensure quality results. By careful selection of our technicians and investment in continuous training and an overarching emphasis on quality assurance above all else we can provide the best possible work for our clients and provide a greater **value** than our competition offers.

VTUL currently provides the following services throughout Vermont, New Hampshire, and Upstate New York:

- Underground Facility Locating Services
- Subsurface Utility Engineering (SUE)
- Power Fault Detection
- Subsurface Utility Mapping (SUM)
- GIS Data Management
- Ground Penetrating Radar (GPR)
- Concrete Scanning
- Camera Pipe Inspection
- Secondary line services
- Land Surveying: Total Stations & Mapping & Survey Grade GPS/GNSS
- AutoCad (CAD) mapping

All of the staff at VTUL undergo the necessary training to be successful and confident in the tasks that they are expected to perform on a daily basis, but the learning process never stops and even our most experienced locators learn from each project. We pride ourselves on maintaining exceptional quality and professionalism. Our technicians reflect the values of our organization, and we continually invest in them. Safety is paramount to our mission of protecting people and infrastructure from harm.

We are actively engaged in ongoing in-house and outside training and participate in numerous professional organizations and training programs including:

- MUST
- GSSI Training Center
- In-House Training Program
- Vermont Society of Land Surveyors
- New York State Association of Professional Land Surveyors
- Association of State Floodplain Managers
- American Association of Geodetic Surveying

Key Staff Qualifications and Roles:

Chief Executive and Financial Officer

Jeremy Matosky, PE As the Chief Executive and Financial Officer, Mr. Matosky is ultimately responsible for the actions of the entire company. Jeremy is a civil engineer and holds a P.E. license in Vermont. He owns TCE Group Holding Company which has both Vermont Underground Locators and Trudell Consulting Engineers as subsidiaries. TCE is a multi-disciplinary consulting firm based in Williston, Vermont. As president of that organization Jeremy has 25+ years of professional experience in site/civil engineering and utility design work, and has 15+ years' experience managing multi-million-dollar service organizations. His daily focus is ensuring all of the organizations fulfill their mission and vision.

Operations Manager

Autumn Lewis is the nerve center of our organization. She is knowledgeable, and is effective at communicating with clients, making her the ideal in-office coordinator for almost all things VTUL. She is very organized and a detailed scheduler - making the most out of time management for our Locators. Autumn is great at adapting to increased workflow, while also helping to manage Billing and Accounts Receivable.

Locating Specialist:

Cyril Lewis, performs utility locating services. Including but not limited to GPR, camera inspections, mini scanner for concrete scanning, power fault locating, general locating of subsurface items. Cy formerly worked 34 years for a manufacturing corporation. Being versatile in all aspects of the operations. Coming on as a VTUL Locator is excited about working with the public more and spreading his witty humor with hard work and dedication to growing the company.

Human Resources /Project Administrator/ Bookkeeping

Lori Hennessey is the Human Resources and Office Manager for VTUL as well as TCE, and handles all billing and invoicing. She ensures customer policies and procedures are properly implemented with clients as well as employees, and manages both accounts receivable and payable.

GPRS
WHAT'S UNDERNEATH MATTERS.™
STATEMENT OF QUALIFICATIONS
GPRS
GPRS
GPRS

GPRS

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/// THE GPRS STORY

Founded in 2001, GPRS is now the nation's largest private utility locator with Project Managers based in every primary market in the United States. Our services include Utility Locating, Concrete Scanning, Video Pipe Inspection, and Leak Detection.

With GPRS, clients can ensure that our rigorously trained Project Managers using state-of-the-art technology deliver the most accurate information. GPRS leads the industry – providing outstanding service and cutting-edge technology, keeping projects on time, reducing safety risks, and putting relationships with our clients first.

GPRS has completed hundreds of thousands of projects with over a **99.8%** accuracy rating. Join us in the pursuit of 100% subsurface damage prevention ■

IN PURSUIT OF 100% SUBSURFACE DAMAGE PREVENTION

- UTILITY LOCATING
- VIDEO PIPE INSPECTION
- LEAK DETECTION
- MAPPING AND MODELING
- CONCRETE IMAGING
- 3D LASER SCANNING

/// THE GPRS VALUE

NATIONWIDE SERVICE
We have team members in every major metropolitan area in the United States, ready to handle any project nationwide.

RAPID RESPONSE
Time is always critical in any construction project. We understand this and have developed our operations so we can be on site within 48 hours.

CONSULTATIVE APPROACH
Our Project Managers are trained to ask questions and provide you with answers. This consultative approach helps us quickly identify your subsurface issues and ensure we provide valuable solutions to keep your job moving.

PROVEN RESULTS
We deploy the best equipment operated by expert Project Managers. Since our inception, GPRS has completed hundreds of thousands of projects in North America with a 99.8%+ accuracy rating.

/// PROVEN ACCURACY

Since 2017, we have completed over 300,000 projects with a 99.8% accuracy rate along with a 99%+ approval rating according to our customer satisfaction survey. Historically, nearly 80% of our business is either repeat or referral. GPRS focuses on long-term performance and recognizes that repeatable accuracy will ensure customer satisfaction and business longevity ■

SINCE 2017 THERE HAS BEEN A

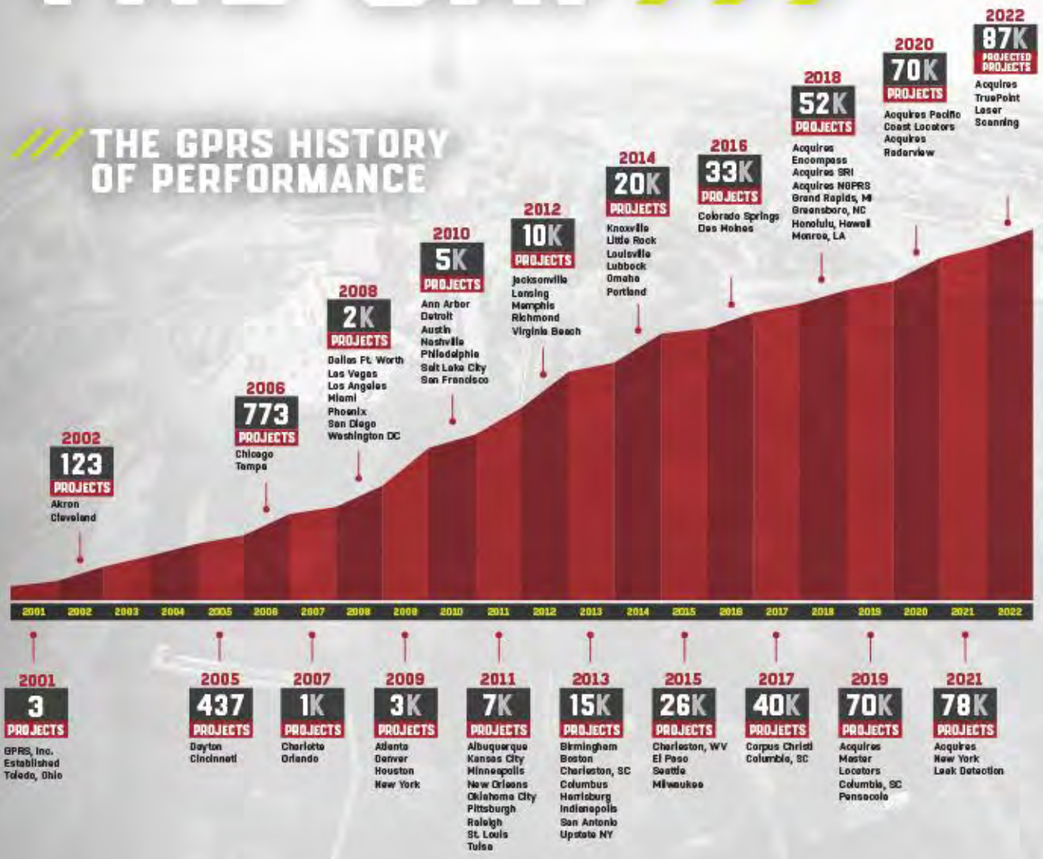
99.8% RATE OF ACCURACY

OF THE 300,000+ PROJECTS COMPLETED

DID YOU KNOW? 2 MILLION HOURS SCANNING EXPERIENCE

WIDENING THE GAP///

/// THE GPRS HISTORY OF PERFORMANCE



/// THE GPRS NATIONAL FOOTPRINT

Ground Penetrating Radar Systems, LLC provides our services throughout all major metropolitan areas in the United States. Our footprint ensures we can offer rapid response to your job sites and projects, often within 24 hours. We have over 300 highly trained personnel that are able to commit to large projects, obscure geographic locations, and unique job site requirements ■

WIDENING THE GAP

Widening the Gap means that we aren't looking to the industry norms to dictate how well we perform. To push the industry forward, we want to widen the gap between our work and the industry standard.

DID YOU KNOW? 1 MILLION HOURS WORKED IN 2021

DID YOU KNOW? GPRS DROVE OVER 8.7 MILLION MILES IN 2021

SAFETY
ALWAYS ON OUR RADAR

SAFETY AND DAMAGE PREVENTION ARE OUR TOP PRIORITY.

/// 2021 SAFETY STATISTICS

Safety is one of our core values. Our safety focus has earned us an impressive record:

TOTAL MAN HOURS	AVERAGE NUMBER OF EMPLOYEES	EMR	LOST TIME INCIDENTS
1,000,000+	400+	0.47	0

/// SAFETY TRAINING

We are firm believers in continuous safety education for all of our employees:

OSHA 10 · OSHA 30 · Hazwoper · Confined Space Training · Fall Protection Training · eRailSafe · First Aid/CPR · GPRS Safety Program Training

/// SAFETY PARTNERSHIPS

GPRS is proud to partner with several leading safety compliance organizations:

ISN · Avetta · Construction Safety Week · Safety Week · Shawood · CCB · Browz Works · Veriforce · American Society of Safety Professionals

/// RISK MANAGEMENT

GPRS services reduce the risk for you, your team, and your assets ■

- BUDGET OVERRUNS
- PROJECT DOWNTIME
- PROPERTY DAMAGE
- DAMAGED REPUTATION
- INJURIES & ACCIDENTS

INSURANCE COVERAGES

GPRS is prepared to meet the insurance and safety demands of the most rigorous project-specific requirements.

- Commercial general liability insurance policy: 1-million-dollar limit with a 10-million-dollar umbrella policy.
- Coverage includes products and completed operations.
- Commercial policies for Automobile Liability and Workers Compensation.
- Professional/Pollution Liability policy with a 5-million-dollar limit.

KEEPING YOU ON THE GRID

WHAT'S UNDERNEATH MATTERS.™

/// TEAM MEMBERS

GPRS is committed to providing opportunities and development for our people, who offer sensational service for our customers. The investment GPRS makes into its team members is rooted in our understanding that each team member is a crucial differentiator in our company's success.

TEAM DEVELOPMENT

Project Managers begin with a 3-month training program that marries classroom teaching and field mentorship. This program continues throughout their career in advanced field training courses. All field personnel are part of an industry-leading promotion track that measures their field accuracy, customer service, and professionalism. We invite them to join the GPRS Leadership Development Program, focusing on personal growth in leadership and business.

TEAM CHARACTERISTICS

The most critical component to our team members' work has always been their character. Each team member exhibits our core values both inside and outside the organization. When you combine personal character, team chemistry, and industry-leading competency, the result is a sensational service for our customers.

/// CORE VALUES

INTEGRITY · GROWTH MINDEDNESS · SAFETY · MUTUAL RESPECT · TEAMWORK

/// PROJECT MANAGERS

AT GPRS, WE REFER TO OUR FIELD TECHNICIANS AS PROJECT MANAGERS, BUT WHY?

START-TO-FINISH PROJECT MANAGEMENT

Our team members can assist your project from the scheduling and site walk phase through the reporting and billing phase. GPRS Project Managers are true professionals that deliver industry-leading customer service.

CLEAR & ACCURATE MARKINGS / DELIVERABLES

Our scan results are marked on the surface clearly and understandably, and we ensure all markings are discussed before leaving a job site. We also offer permanent records such as CAD and GPS satellite image overlays.

CLEAR COMMUNICATION

Our team members ask the right questions before arriving on site. While on-site, they will do both a pre-job walk and a post-job walk.

A CAREER, NOT A JOB

Our field personnel are not just technicians, this is why we refer to them as Project Managers. They work beside a client through the entire process, providing excellent service. This is their career, their craft, and their trade. The result? A better quality service.

WE HAVE 1,200+ YEARS OF FIELD EXPERIENCE

CONSISTENCY
EDUCATION
TRAINING
QUALITY
SAFETY
LEADERSHIP
ACCURACY

STARTS HERE ///

/// THE GPRS ACADEMY

The GPRS Academy leads the industry by providing a structured and comprehensive approach to equipping Project Managers to locate utilities and scan concrete. Our trainers give Project Managers the education they need through a classroom setting and a hands-on approach.

EXPERT INSTRUCTION

- GPRS Project Managers are taught by industry experts with decades of field experience.
- Trainees are taught how to interpret complex ground penetrating radar images.
- All training is conducted through an unparalleled utility locating and concrete imaging academy.

OUR TRAINING FACILITY

- Our Project Managers are thoroughly trained in our state-of-the-art, world-class training facility.
- Trainees are trained on a concrete training slab measuring over 3,000 square feet outfitted with post-tension cables, reinforcing, and conduits.
- This training facility includes a simulated indoor gas station so our team members can gain real-world experience while in a safe and controlled environment.

PRACTICAL APPLICATION

- Each Project Manager completes up to 3 months of rigorous training.
- This training includes shadowing in the field, executing the scanning process under the supervision of a trainer, and more.
- Our trainees leave the program with a greater than 99.8% subsurface scanning accuracy.

SUBSURFACE INVESTIGATION METHODOLOGY

- GPRS implements a rigorous subsurface damage prevention methodology, Subsurface Investigation Methodology, or SIM.
- The SIM Specification standard is the industry-leading, metrics-based guideline for underground locating contractors.
- All our field staff are SIM certified. They complete weeks of academy training in SIM 101 and 201.

AT GPRS, OUR TEAM MEMBERS ARE WORKING ON SOMETHING BIG

INTRODUCING THE BIGGER, BETTER GPRS ACADEMY

For the past two decades, GPRS has been the standard in training and quality service. The desire to reach 100% Subsurface Damage Prevention pushed us to think beyond the standard manufacturer training that is typically included with the purchase of scanning equipment. With the launch of the GPRS Training School nearly 10 years ago, GPRS was able to Widen the Gap between us and the industry norm.

The combination of classroom training, mentorship, real-world training sites, test slabs, and training slabs have contributed to our scanning accuracy rate of 99.8%. But in our relentless pursuit of 100%, we had to raise the bar. With the completion of the GPRS Academy, that vision is one step closer to reality. This state-of-the-art training facility features:

MATT ASTON CUTS THE RIBBON AT OUR NEW FACILITY

- 3,200 sq ft continuous concrete training slab complete with real-world scenarios like post tension cables, rebar, electrical conduits, columns, and beams.
- Training slab can be sectioned off into 4 separate classrooms that allow for advanced training – each classroom progressing in difficulty.
- 3,000 sq ft indoor simulated gas station that is complete with USTs, buried utilities, light poles, and other related piping.
- Simulated elevator shaft complete with curving and terminating post tension cables, extra reinforcement, and densely spaced electrical conduits.
- 3,000 sq ft Slab-on-grade training area that is complete with conduits, reinforcement, shallow utilities and more.
- Video Pipe Inspection training area that features sewer and water lines, including sewer laterals for training with VPI cameras.

TRAINING SLAB PRE-POUR

TRAINING SLAB POST-POUR

TRAINING SLAB DURING A CLASS

/// SUBSURFACE INVESTIGATION METHODOLOGY

POWERING THE INDUSTRY STANDARD ///

Proper training, multiple technologies, and a field-tested methodology are the key to a successful utility locate. GPRS is a master of all three components by utilizing the SIM Specification.

TRAINING

The industry standard recommends 8 hours as a minimum for training and 60 hours practicing GPR to become certified NDT Level I in Ground Penetrating Radar. In contrast, SIM requires 320 hours of mentorship in the field prior to 80 hours of classroom/hands-on training.

In addition, the classroom training reinforces what a technician learns in the field. This classroom setting also allows them to go deeper into the technical aspects and knowledge needed to perform their jobs at the highest level.

EQUIPMENT

Subsurface Investigation Methodology (SIM) requires multiple technologies to be used in an investigation. With any investigation, more data points yield the best outcome. When SIM qualified technicians locate a subsurface target such as a pipe, utility, or reinforcing with more than one technology, it confirms the accuracy of the locate. This redundancy also reduces the likelihood of missing a buried target. Redundant results bear more data points; by locating pipes and other targets with different methods utilizing each tool's strengths and weaknesses, technicians reduce the risk of missing key site information.

METHODOLOGY

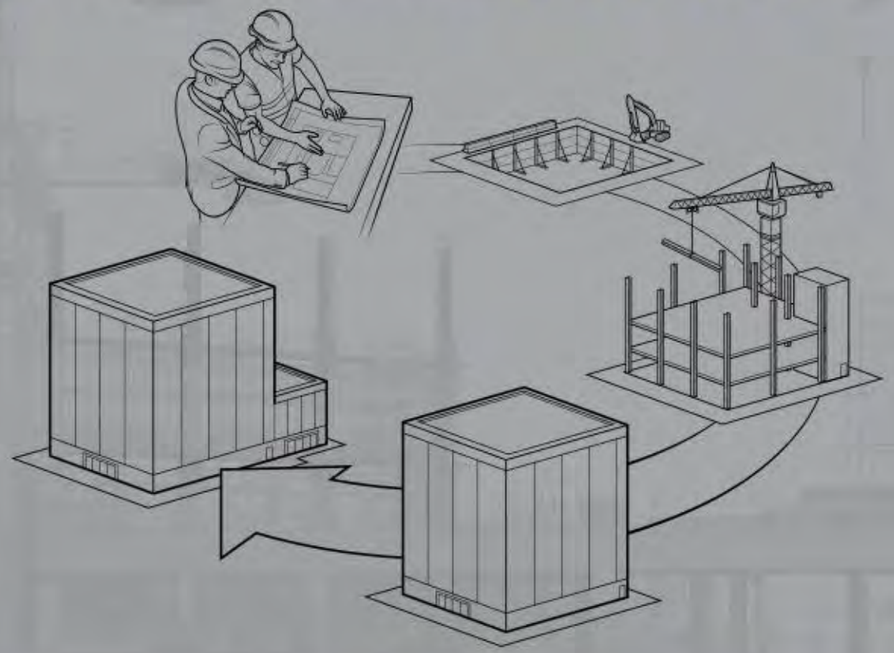
The SIM specification is a tested process that allows technicians to acquire accurate and repeatable results. SIM is similar to a machine that requires multiple gears, all working in unison for it to function properly. One of the most critical gears and steps in the SIM process is the repeated methodology that technicians must know for each project.

A solid, repeatable methodology guarantees that a concrete scanning, utility locating, or video pipe inspection job can be performed by a seasoned professional but also by a new-to-the-business technician. When the SIM methodology is followed, it allows technicians to achieve the same results regardless of their experience in the field.

DID YOU KNOW? **98.8% ACCURACY RATE ON OVER 300,000 PROJECTS**

SIMSPEC.ORG

/// PROJECT CYCLE SOLUTIONS



/// LIFE CYCLE SOLUTIONS

GPRS can provide solutions for the entire life cycle of your projects.

PLANNING DESIGN
We can provide information on underground utilities, known and unknown, before plans and development are finalized. GPRS utility locating and mapping services supplement existing maps to provide a more complete picture of existing underground assets, saving time and money ■

CONSTRUCTION
Prior to trenching, directional drilling, and other excavation work during the construction and renovation of subsurface infrastructure, it's critical to pinpoint underground assets to develop a plan for safe crossing. GPRS will provide the accurate information needed to complete the project safely ■

O&M/REMODEL
Construction and renovations typically require subsurface excavations. GPRS is well equipped to perform one-call locates for public and private property assets. As a project evolves, we can continue to provide support as we keep detailed reports of every project we complete ■

/// GPRS PROJECT CYCLE TIMELINE

CGA/DIRT 2020

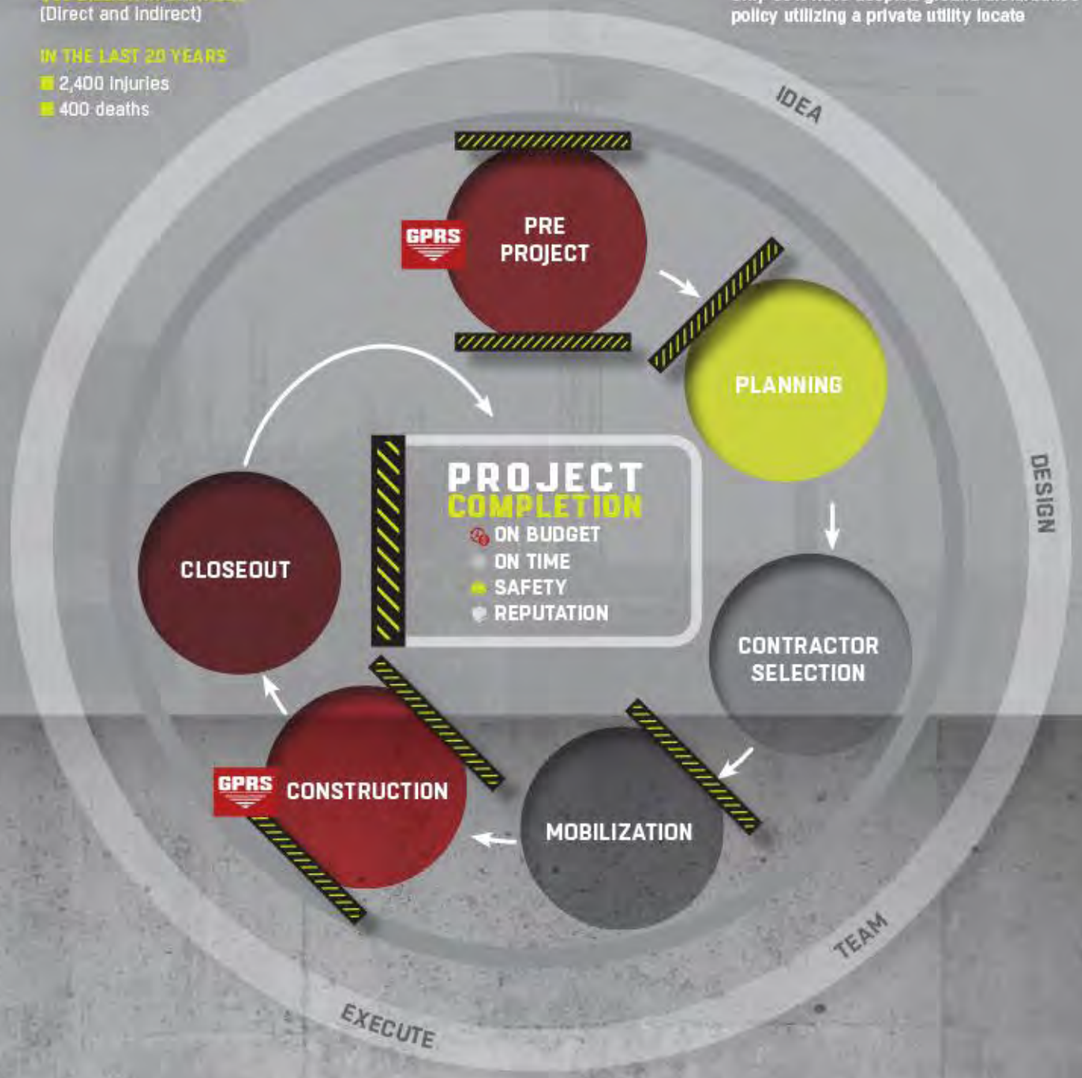
468,000 LINE STRIKES
- Utility strike every 62 seconds (public jobs or jobs reported)

$30 BILLION IN DAMAGES
(Direct and indirect)

IN THE LAST 20 YEARS
- 2,400 injuries
- 400 deaths

ROOT CAUSE
- Insufficient dig policy
- Mismarked utilities
- No locate ticket completed

Only 35% have adopted ground disturbance policy utilizing a private utility locate



WHAT IS YOUR GROUND DISTURBANCE POLICY?

/// GPRS SERVICES

UTILITY LOCATING

Utility detection is critical to any construction project where subsurface excavation is planned to ensure the overall timely success of your project. To achieve a comprehensive and safe utility locate, a private utility locator must be utilized to mark buried facilities on private property. The use of proper training, multiple technologies, and a field-tested methodology are essential to properly locating all site utilities.

- PRIVATE PROPERTY LOCATING
- DRILLING & BORING CLEARANCE
- FACILITY MAPPING
- ONE-CALL UTILITY LOCATING

GPRS exceeds Industry performance when it comes to the accuracy of our utility locating. Our team of Project Managers can continue the support of your project by creating a one-call program for when your project transitions to the O&M phase.

> "GPRS HAS SHOWN A DEDICATION TO THEIR CRAFT, AN IMPRESSIVE WORK ETHIC, AND MOST IMPORTANTLY, EXCEPTIONAL COMMUNICATION SKILLS.
>
> DAVE HAZEL | ENERGY RENEWAL PARTNERS

STOP HITTING UTILITIES.

DID YOU KNOW? COMPLETED 50,000+ UTILITY PROJECTS IN 2021

/// A GPRS CASE STUDY 01

CUSTOMER:
Team Fishel

TASK:
Installing new power utility through directional drilling.

PROJECT APPLICATION:
Team Fishel has been contracted by Dominion Energy to complete installation for new power distribution utilities throughout the VA market.

PROBLEM

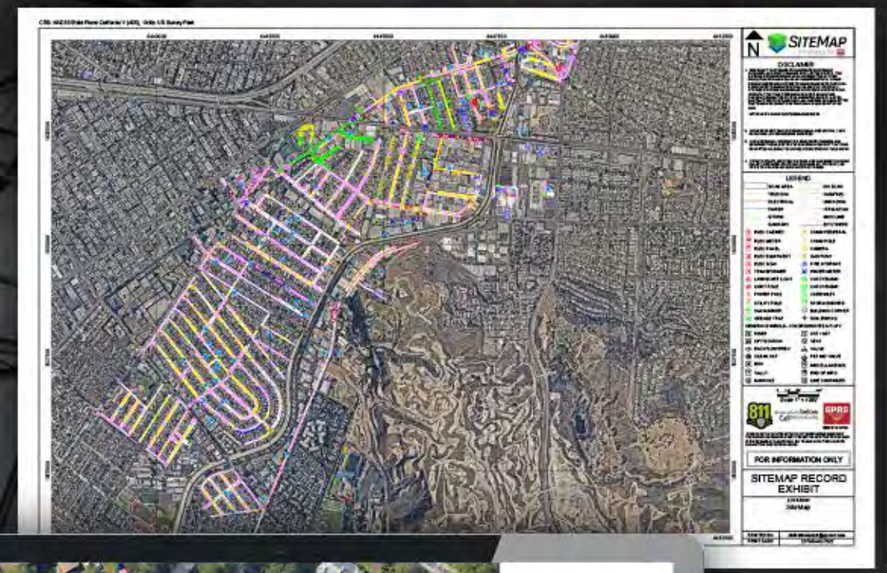
- Public locates have not been reliable and completed onsite. 3rd party locator that was being utilized was not providing adequate locates, still resulting in line strikes.
- Line strikes were occurring on the project, causing delays, additional expenses, and damage to the residential homes on the project.

SOLUTION

- **National Standard** – SIM specification for GPRS Project Managers achieving 99.8% accuracy.
- Utilizing GPRS for private locates has helped identify unknown utilities onsite.
- GPRS has dedicated multiple team members to expedite response and create efficiencies.

BENEFITS

- Known location of utilities identified prior to mobilizing to site through mapping capabilities and deliverables.
- **Project Savings** – No damages to utilities, keep project on track from design to execution phase of project.
- Team Fishel has increased their productivity and remain in good standings with Dominion Energy for project renewals.
- **Safety** – Keeping team safe while performing work onsite.



GPRS UTILITY FINDINGS MAP

> “THE FEEDBACK FROM MY TEAM IS OVERWHELMINGLY POSITIVE. KEEP UP THE GOOD WORK!”
>
> JOHN PALLADINO | AREA MANAGER | TEAM FISHEL

/// GPRS SERVICES

VIDEO PIPE INSPECTION

Video Pipe Inspection (CCTV) is a sewer inspection service using industry-leading video cameras to prevent problems by inspecting underground water, sewer lines, and lateral pipelines. Our NASSCO certified technicians can locate clogs, investigate cross bores, find structural faults and damages, and conduct lateral sewer line inspections.

"YOUR TEAM WAS UNBELIEVABLY HELPFUL AND RESPONSIVE. EVERY TIME THAT WE REQUEST GPRS VIDEO PIPE SERVICES, YOU TAKE CARE OF BUSINESS.

JORGE RABANAL | SWINERTON

BREAKS, DEFECTS & CROSS BORES.

GPRS FINDS THEM.

- CCTV PIPE INSPECTIONS
- CROSS BORE MITIGATION
- MAINLINE INSPECTIONS
- LATERAL INSPECTIONS
- MANHOLE INSPECTIONS
- UTILITY LOCATING

DID YOU KNOW? GPRS WORKS FOR 96% OF THE ENR TOP 100 CONTRACTORS

CONCRETE SCANNING

REPORTS & DRAWINGS

/// A GPRS

CASE STUDY 02

GPRS OFFERS COMPREHENSIVE NASSCO REPORTS WITH **EVERY VIDEO PIPE INSPECTION.**

TASK:
Contaminated Groundwater Infiltration.

PROBLEM

- The client requested us to locate and inspect the storm sewer system, including potential laterals at a site with known soil and groundwater contamination.
- There was no known documentation/maps of the storm sewer system or potential laterals.
- The client identified higher contaminant concentrations at the storm sewer outfall than at upstream catch basins.

SOLUTION

- We utilized our VPI services to locate and map all storm sewer lines, laterals, and flow direction to the outfall.
- GPRS can accurately locate and map pipes using lateral launch cameras, robotic CCTV crawlers, and push cameras.
- We identified the area of groundwater intrusion into the storm sewer system, which assisted in determining which portion of the system needed to be repaired.

BENEFITS

- **On Time:** Due to our rapid response, we kept the project moving, reducing downtime.
- **On Budget:** GPRS protected the client's budget by preventing expensive and unnecessary excavations.
- **Safety:** GPRS provided accurate storm sewer locations and depths as well as the area the contaminated groundwater intrusion was identified. The client was able to dig safely, repair the line and eliminate the contaminated groundwater infiltration.
- **Reputation:** By preventing the client from using a trial-and-error approach, they can quickly and accurately deliver their results to their customers.
- GPRS provides PDF and KMZ files for accurate storm sewer infrastructure maps.

/// GPRS SERVICES

CONCRETE IMAGING

Because concrete drilling comes at a risk, GPRS Project Managers are equipped with multiple technologies to clear areas before core drilling and anchoring. Our scanning and imaging services can be completed on any surface, including concrete slabs, walls, columns, and beams. Upon completing the scanning process, you will have a clear layout of critical targets or impediments such as post-tension cables, rebar, beams, and conduits.

- CONCRETE CORING APPLICATIONS
- PRE-PLANNING AND DESIGN
- SAW CUTTING APPLICATIONS
- STRUCTURAL ANALYSIS

WHAT'S HIDDEN IN YOUR CONCRETE?

GPRS FINDS IT.

DID YOU KNOW? WE COMPLETED 25,000+ CONCRETE PROJECTS IN 2021

GREEN BOX GUARANTEE

When GPRS places a GREEN BOX within a layout prior to cutting or coring concrete, we guarantee that area to be

FREE OF OBSTRUCTIONS

/// A GPRS CASE STUDY 03

CUSTOMER:
Turner Construction

TASK:
The Denver Center for the Performing Arts hired Turner Construction to complete concrete removal for a large tenant improvement project, requiring extensive concrete infrastructure changes.

PROJECT APPLICATION:
Turner Construction was required to alter the layout and access points of the structure extensively. Hundreds of concrete core holes were needed to install new electrical, plumbing, HVAC, and fire systems.

PROBLEM
- Due to the building's age and the amount of removal of concrete walls and floors, it was highly critical not to strike existing reinforcement within the concrete in areas that were not being removed.
- During construction, damage to the existing infrastructure within concrete slabs, walls, and under slabs was a significant safety concern for the owner and the Turner team.
- The project required tight deadlines and extensive project coordination.

SOLUTION
- Our Project Managers are trained in a world-class facility with thousands of square feet of concrete slab, giving them the experience required to scan the most complex subsurface infrastructures.
- GPRS has a 99.8%+ subsurface scanning accuracy rate, meaning that we keep projects on time, on budget, and safe.
- We can scan dozens of concrete locations during the day. GPRS's repeatable methodologies make our Project Managers quick and efficient.

BENEFITS
- **On Time:** Due to our rapid response, we kept the project moving, reducing downtime.
- **On Budget:** There were no concrete damages, allowing the project to stay on budget.
- **Safety:** Protecting post-tension cables and structural steel from damages helped keep all workers safe.
- **Reputation:** No strikes or delays mean that the client's valuable reputation was protected.

> "THANK YOU FOR ALL GPRS DOES FOR ME AND MY TEAM. I CONSIDER GPRS A BIG PART IN OUR SUCCESS IN KEEPING US SAFE. KEEP UP THE GREAT WORK!"
>
> MARK PICCIRILLO | NATIONAL GRID

COMPLIMENTARY KMZ & PDF MAPS
WITH EVERY UTILITY LOCATE

COMPLIMENTARY ACCESS TO SITEMAP® POWERED BY GPRS®

READY TO PUT YOUR NEXT PROJECT ON THE MAP?

VISUALIZE YOUR SUCCESS WITH GPRS.

/// GPRS SERVICES

MAPPING & MODELING

GPRS can increase the level of communication and safety on your project by providing clear and understandable maps. GPRS provides complimentary kmz and pdf maps via with every utility locate. When you upgrade to Premier Maps and Models created by the **The GPRS Mapping & Modeling Team,** you are showing your commitment to keep your project safe, on-time and on-budget.

MAPS (2D)

MAPS PLUS™
- Site Plan
- Floor Plan

MAPS PREMIUM™
- Hi-Res Site Plan
- Floor Plan with Linework

MAPS PREMIER™
- Hi-Res Site Plan with Dimensions
- Floor Plan with Linework and Dimensions

MODELS (3D)

MODELS PLUS™
- Virtual Tour
- Point Cloud
- Mesh Files

MODELS PREMIUM™
- 3D Model

MODELS PREMIER™
- 3D BIM Model
- Drone Point Cloud (LIDAR)

SITEMAP® POWERED BY GPRS®

CLOUD-BASED INFRASTRUCTURE MAPPING SOLUTION

MAP VIEWER DIGITAL PLAN ROOM

DID YOU KNOW? GPRS WORKS FOR 96% OF THE ENR TOP 50 CONTRACTORS

/// GPRS SERVICES

LEAK DETECTION

GPRS specializes in all types of leak detection, including municipal, industrial, and residential. Our water loss specialists have the equipment to locate your leak and the expertise to provide many other insights into your water distribution system. GPRS does this by utilizing a variety of equipment paired with their industry-leading SIM process. The equipment and methods used include acoustic leak detectors, leak noise correlators, video pipe inspection, ground penetrating radar, and electromagnetic locating, among others.

- ROUTINE WATER LOSS INSPECTIONS
- ACOUSTIC LEAK DETECTION

"THE GPRS LEAK DETECTION TEAM SAVED THE DAY WHEN THEY IDENTIFIED AN UNDERGROUND WATER LEAK THAT WE COULDN'T LOCATE. THEIR EXPERT TEAM PINPOINTED THE LEAK QUICKLY SO WE COULD MAKE VITAL NECESSARY REPAIRS."

CRAIG ORLOWSKI | INSITE REAL ESTATE, LLC.

SUBSURFACE LEAKS HAPPEN.

GPRS FINDS THEM.

/// A GPRS
CASE STUDY 04

CUSTOMER:
Insite Real Estate (Willow Run Plant, Ypsilanti, MI)

TASK:
To pinpoint a leak in their fire suppression system that had been leaking for close to 11 months.

PROJECT APPLICATION:
Use of the Leak Noise Amplification System (DXMic/S30 listening devices), and the Leak Noise Correlator (Tri Corr Touch Correlator) to successfully pinpoint the leak.

PROBLEM

- For close to 11 months this fire loop was loosing 1 gallon per second. They had multiple jockey pumps constantly running to keep the pressure up to 150 psi.

SOLUTION

- We listened to every contact point (hydrant, piv, valve, meter pit, etc.) and concluded that the noise was predominately near two hydrants. We correlated to the pipe and pinpointed the leak on the sidewalk.

BENEFITS

- The customer was able to dig only where the leak was located, instead of digging up the entire fire loop or a certain section of the pipe. Another benefit was they were able to dig down, repair the leak and not lose anymore water or money.

> “THE GPRS LEAK DETECTION TEAM LOCATED AN UNDERGROUND WATER LEAK THAT WE WERE HAVING TROUBLE LOCATING. THEIR TEAM PINPOINTED THE LEAK LOCATION SO WE COULD MAKE THE NEEDED REPAIRS.

CRAIG ORLOWSKI | INSITE REAL ESTATE, LLC.

VIRTUAL WALK THRU

The 3D views will allow your team to tour the site almost as if you were there yourself.

/// GPRS SERVICES

3D LASER SCANNING

Time is money. Traditional as-built drawings waste time; often being old and inaccurate, leading to unexpected issues and critical delays. When you choose to use as-built drawings created by TruePoint you can avoid time-consuming issues and ensure a solution to all common challenges of working with as-built drawings. Our 3D laser scanning services can provide the link between unknown existing conditions and a true digital twin.

BUILD AT THE SPEED OF *INSIGHT*

REDUCE INACCURATE CONSTRUCTION DOCUMENTS, CHANGE ORDERS & PROJECT DELAYS.

- AS-BUILT CREATION
- CLASH DETECTION / AVOIDANCE
- 3D BIM MODELING
- AERIAL DRONE VIDEO AND PHOTOGRAMMETRY

/// A GPRS CASE STUDY 05

CUSTOMER:
SPI Engineering

TASK:
3D laser scan a Water Treatment Plant and deliver raw point cloud data to the Engineering Firm.

PROJECT APPLICATION:
SPI Engineering was generating construction drawings to expand an existing Water Treatment Plant.

PROBLEM

- No as-built drawings existed for the Water Treatment Plant. The firm needed accurate field conditions to create new layouts and plan for the facility expansion.
- Exact dimensions were required to plan modifications and fabricate pipe.
- The Engineering Firm was located in California, the Water Treatment Plant was located in Texas. It was important that they had accurate information digitally to begin design planning.

SOLUTION

- Using a Leica ScanStation, TruePoint's project manager completed 40 laser scans of the building to capture architectural, structural and MEP features.
- The client received a colorized point cloud in ReCap (.rcp files and related supporting files) and JetStream Viewer files.

BENEFITS

- Laser scanning is an extremely efficient and accurate way to gather data necessary to put together construction drawings of a building or space.
- 3D laser scanning eliminated the firm's travel to the Water Treatment Plant. In one day on site, enough scans were taken to create a complete colorized point cloud of the space.
- 3D laser scan data provided the Engineering Firm the critical tie points on top tanks and lines, information that was crucial to the expansion.

> "I HAVE USED 3D POINT CLOUDS FOR MANY YEARS. I USE THE RAW POINT CLOUD DATA TO DO MY LAYOUTS ACCURATELY TO THE FIELD CONDITIONS."

MIGUEL SANCHEZ | CAD DESIGNER
SPI ENGINEERING

VIEW YOUR INFRASTRUCTURE WITH SITEMAP.

SITEMAP®

POWERED BY GPRS

SiteMap is a singular subsurface infrastructure mapping solution that allows users to experience their facility data with ease. SiteMap provides map data, subsurface utility information, and a common repository for facility artifacts. This geospatial solution also acts as an all-inclusive digital storage space for blueprints, as-built drawings, maintenance logs, permits, and more. The beauty of SiteMap is that it can geolocate every piece of information so the content can be located and cross-referenced on demand. SiteMap simplifies facility management by providing its users with a powerful all-in-one solution.

ORGANIZATION SIMPLIFIED

It's common for subsurface infrastructure data to be fragmented. SiteMap alleviates the obstacles that hinder effective organization, such as:

- DRAWINGS BEING STORED IN MULTIPLE PLACES
- MAINTAINING OUTDATED AS-BUILT DRAWINGS
- RETAINING PARTIAL OR INCOMPLETE SITE DATA

DIGITAL PLAN ROOM

The Digital Plan Room acts as the central repository for facility documents. These documents are directly viewable in the Map Viewer when appropriately tagged with the location information. The Digital Plan Room is a secure space to store essential and relevant facility documents.

- FILE STORAGE
- HISTORICAL DRAWINGS
- SITE PHOTOS
- DRONE FOOTAGE
- DIGITIZED BLUEPRINTS

MAP VIEWER

The Map Viewer makes viewing facility data easy as it allows the user to attach locational data to specific uploaded documents. This feature enables facility managers to track and locationally designate documents for reference quickly. Additionally, this makes sharing and updating location documentation a more fluid experience.

- VIEWABLE, SEARCHABLE MAPS
- 3D MODELING VIEWER
- TAG SITE FEATURES TO MAPS

ORGANIZE YOUR ASSETS

- ACCURATELY MAPPED
- DIGITALLY STORED
- EASILY ACCESSIBLE

VIEW SITEMAP IN YOUR OFFICE OR ON YOUR MOBILE DEVICE

TAKE THE **NEXT STEP** TO KEEP YOUR CAMPUS SAFE. **CONTACT US TODAY. WWW.SITE-MAP.COM**

BEYOND BUSINESS AS USUAL

/// GPRS CUSTOM SERVICE PLANS

Rather than send a rigid rate sheet to prospective clients, GPRS can create a customized service plan. We consider our industry experience, national footprint, and operational/scheduling capacity to craft a customized plan just for you.

SCHEDULING

With one single point of contact for your company, GPRS can schedule utility locating, video pipe inspection, and concrete scanning projects for your site with one call.

PRICING

GPRS understands that clear, understandable, and consistent pricing is a big deal. While we can provide consistent pricing nationwide, we can craft a cost structure that makes sense for the scope of work.

APPROACH

Every campus, site, and facility have different challenges. Since our inception, GPRS has completed hundreds of thousands of projects and relies on that experience when crafting a site-specific plan for safety, scanning, and reporting.

DID YOU KNOW? GPRS WORKS FOR 92% OF THE ENR TOP 50 CONTRACTORS

/// GPRS PARTNERSHIP PLUS

We're excited to unveil our latest service program, **GPRS Partnership Plus™.**

GPRS Partnership Plus is an exclusive service agreement and is only available to our most valuable clients. You'll receive premium benefits and services when choosing GPRS Partnership Plus.

Join us in the pursuit of 100% subsurface damage prevention.

GPRS PARTNERSHIP PLUS™

JOIN US
& THESE COMPANIES IN THE PURSUIT OF 100% SUBSURFACE DAMAGE PREVENTION

> “OVERRUNS ON COST CAN BLOW A PROJECT BUDGET. WHEN GPRS SCANS CONCRETE OR FOR UTILITIES ON OUR PROJECTS, IT HELPS US LIMIT UNFORESEEN CHANGE ORDERS OR REPAIR COSTS.

MATT MORRIS, SWINERTON CONSTRUCTION | GENERAL SUPERINTENDENT

Starbucks · PCL Construction · Tesla · Lockheed Martin · Chevron · Disney · Chick-fil-A · Pacific Gas and Electric Company · AECOM · Jacobs · Whiting-Turner · HP · Kiewit · Turner · Marathon Oil · Target · Arcadis · Mortenson · Gilbane · University of Michigan · Tetra Tech

LET'S GET TO WORK

SCHEDULE A PROJECT

GPRS has an unmatched nationwide service network making it easy to find an expert Project Manager in your area. Please contact your local GPRS Project Manager for information, pricing, and scheduling needs.

NATIONWIDE COVERAGE

SCAN TO FIND A PROJECT MANAGER NEAR YOU

GPRS

MAKE SCHEDULING EASIER WITH **THE GPRS APP.**
GET IT HERE:

Download on the App Store | GET IT ON Google Play

CORPORATE OFFICE info@gprsinc.com 1.866.914.4718

GPRSINC.COM

Pace®

STATEMENT OF QUALIFICATIONS

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COMPANY PROFILE

Customer Focused; Commitment Driven

Working Together to Protect What Matters Most

At Pace® Science and Technology Company, our vision is simple: To protect our environment and improve our health. We believe our work is integral to a cleaner, safer planet. We do this in partnership with you by providing the science – and the data – you need to make the right choices for the benefit of all. In working with us, you will find that your Pace® partners are committed to the success of your project.

Pace® Analytical, a division of Pace® Science and Technology company, has been serving businesses, consulting firms, government agencies, and more for decades. Since our founding in 1978, we have listened to our customers and invested in the services, infrastructure, and technologies required to keep up with the growing focus on the environment. We also understand that location matters and are committed to providing personalized, local service backed by the largest, American-owned laboratory network. Pace® provides an unmatched depth and breadth of testing and analytical capabilities - along with professional services for your in-house lab. We have the expertise, capacity, and delivery infrastructure to provide the certified results you require, where and when you need them.

40+ Years of Innovation

100+ Locations

500+ Certifications & Accreditations

Service Options: In-Lab, On-Site, & Emergency Response

COMMITTED

The Pace® Promise

We honor our commitments so you can honor yours. We promise to deliver a level of quality that meets your data quality objectives – supported by personal service, ethical standards, data transparency, and the highest level of support possible. This is the foundation of the Pace® Promise.

All Pace® brand and product names are trademarks or registered trademarks of Pace® Analytical Services, LLC. / Rev 09-18-23

CORE PRINCIPLES

INTEGRITY

Quality is integral to our business and our longevity. We operate our business to the highest degree of ethical standards to deliver defensible data and build your trust in us.

CUSTOMER COMMITMENT

We understand that the services and data we deliver are mission critical. As such, we will honor our commitments to you, so that you can honor yours.

INNOVATE

We continuously invest in our business to ensure the quality of our processes, results, and data. We do this not only by investing in our facilities, equipment, and technology but also by researching and adopting new methodologies and responding to demands for new lab services.

IMPROVE

We manage our adherence to these values through a continuous improvement process adopted from Lean and Six Sigma principles. By continually striving to be better for our clients, employees, and partners, we demonstrate the Pace® Promise and our commitment to the success of your project.

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INDUSTRY AND GOVERNMENT EXPERIENCE AND EXPERTISE

Agriculture

Consultants

Energy

Government (Federal, State, Local)

Manufacturing

Mining

Oil and Gas

Solid Waste, Landfill and Resource Management

Transportation

Utilities

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AIR | DRINKING WATER | WATER

WASTEWATER | BIOTA | SOIL

SOLID WASTE | LANDFILL | SEDIMENT

PACE® ANALYTICAL ENVIRONMENTAL SERVICES OVERVIEW

Standard Environmental Testing Services:

- Volatile Organic Compounds (VOCS)
- Semi-Volatile Organic Compounds (SVOCS)
- Heavy Metals
- Wet Chemistry and Elemental Analysis

Specialty Environmental Testing Services:

- Air Testing
- Bioassay
- Biota/Sediment
- Dioxin/Furan
- Dissolved Gases Testing
- Drinking Water Analysis/UCMR 5
- Environmental Forensics
- Gas Phase FTIR Services/Field Analytical
- Industrial Hygiene
- Legionella
- Low-Level Mercury Analysis
- Meteorological Monitoring
- Microbiological Analysis
- Mining Analytical Services
- PCB Congener Analysis
- PFAS Testing and Analysis
- Radiochemical Analysis
- Stack Emissions Testing/Ambient Air
- Vapor Intrusion

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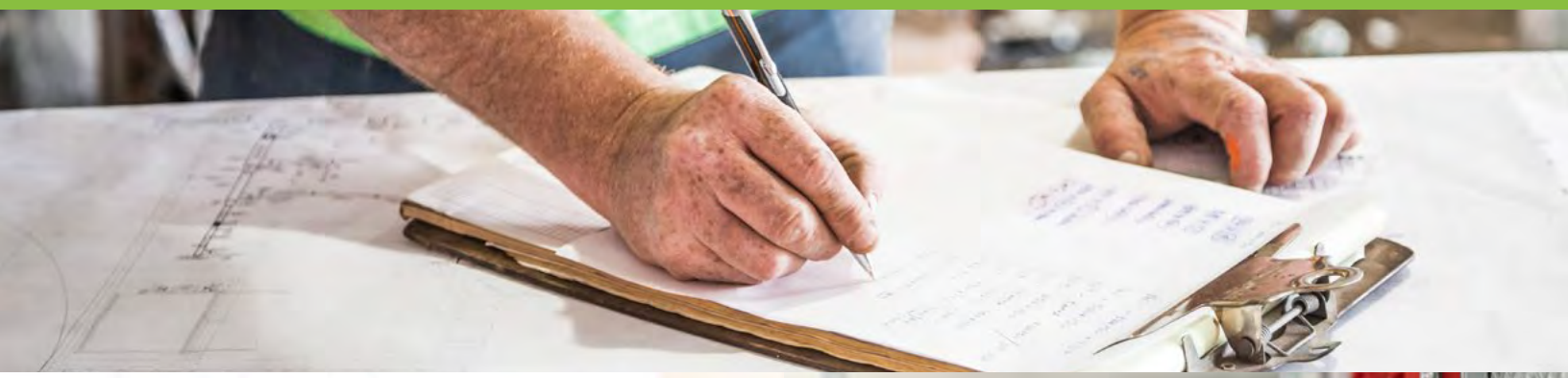
SERVICE OFFERINGS

Full-Service Environmental Monitoring and Analytical Testing Capabilities

Pace® Analytical supports a wide variety of standard analytical services projects - regardless of scope, complexity, or logistics. Our certifications and accreditations allow us to meet environmental compliance requirements and support engineering investigative studies nationwide.

We operate one of the most diversified commercial analytical laboratory networks in the nation - and we are one of very few firms that can conduct onsite field sampling/monitoring and provide a complete array of specialty and standard analytical services. We take pride in meeting the needs of our customers, both on a national and local level, with exceptional services - from experienced technical sales and responsive project management support, to legally defensible data that is managed through our convenient online reporting system.



ORGANIC VS. INORGANIC

Organic Capabilities

- Air Toxics (Vapor Intrusion, Soil/Gas)
- Dioxins/Furans
- Endocrine Disruptors
- Ethene, Ethane, Methane
- Explosives/Chemical Warfare Agents
- Formaldehyde
- PCBs
- Pesticides
- Herbicides
- Volatile Organics
- Semi- Volatile Organics
- GC/MS/MS Pesticides
- GC/MS/SIM/LVI (various applications)
- Incremental Sampling
- LC/MS and LC/MS/MS (various applications)
- NDMA
- Nitrocellulose
- Nitroglycerine
- PETN
- Nitroguanidine
- Oxyanions and Perchlorate
- PCB Congeners
- Petroleum Biomarkers
- Polybrominated Diphenyl Ethers by GC/MS/LVI/SIM
- Sediment/Tissue Chemistry
- Speciated Hydrocarbons
- Synthetic Organic Compounds
- TCLP/SPLP/CAL WET
- Total Petroleum Hydrocarbons
- Vapor Intrusion
- Volatile Organics and Air
- White Phosphorus

Inorganic Capabilities

- Chemical Separations
- Clean Room Chemistry
- Elutriates - SET, EET, DRET
- General Wet Chemistry
- Hydride Techniques
- ICP/ICPMS Metals
- Low-level Mercury
- Mercury by CV
- Metals Speciation
- Organometallics
- Physical Tests (Grain Size, Atterberg, etc.)
- Sediment/Tissue Chemistry
- Selective Sequential Extractions
- TCLP/SPLP/CAL Wet
- Ultra-trace Metal

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AIR CAPABILITIES

"Wood has had a working relationship with Pace® for several years now. Both their local representatives and the folks at the lab in Massachusetts have always exhibited true professionalism, a positive "can do" attitude, and have been there to serve us with quality lab services every step of the way."

Rob Foster, Associate Geologist at Wood E&I Solutions Inc.

Air Testing Capabilities

- Air Toxics
- Ambient Air
- COVID-19 + Variants
- Indoor Air Quality
- Metals
- Dioxin/Furan
- Volatile Organic Compounds
- Semi-Volatile Organic Compounds
- PCB Analysis
- General Chemistry/Microbiology
- Formaldehyde
- Fixed/Permanent gases

Air Monitoring Programs

- Fenceline Monitoring
- Landfill Monitoring
- Stack/Emissions
- Vapor Intrusion
- Soil Vapor Extraction Monitoring
- Metrology

Air Project Support

- Federal Programs DOD, DOE and USACE
- Property Transactions/Phase 1
- MGP Remediation
- Ecological Risk Assessment
- Property Site Investigations
- Impact Studies
- Gas Phase FTIR
- Title V
- CERCLA and RCRA
- Underground Storage Tanks Program
- Industrial Hygiene

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WATER AND SOIL CAPABILITIES

Water and Soil Testing Capabilities

- 1,4-Dioxane
- NDMA
- Asbestos Testing and Analysis
- COVID-19 + Variants
- Dioxin/Furan/PCB Congeners
- Drinking Water UCMR 5
- Drinking Water: Lead & Copper
- Legionella Testing & Analysis
- Low-Level Mercury Analysis
- PCB Analysis
- PFAS Testing and Analysis
- Metals
- Volatile and Semi-volatile Organic Compounds
- Synthetic Organic Compounds
- Herbicides
- Pesticides/PCBs

Water and Soil Programs

- Water Monitoring Services
- Water Quality Analysis
- Hazardous Waste Delisting
- Microbiology Services
- General Chemistry
- Bioassay
- 40CFR Clean Water Act
- Safe Drinking Water Act
- CERCLA and RCRA Support

Water and Soil Project Support

- Federal Program Support, DOD, DOE and USACE
- Commercial Real Estate Transactions
- Consumer Confidence Reports
- Remedial Investigation and Feasibility Studies
- Property and Manufacturing Site Investigations
- State Private Well Testing Initiatives
- US EPA UCMR 5

TISSUE (PLANT AND ANIMAL) CAPABILITIES

Tissue Testing Capabilities

- Dioxin/Furan/PCB Congeners
- Low-Level Mercury Analysis
- PCB Aroclors
- PFAS Testing and Analysis
- Metals
- PAHs/Semi-volatile Organic Compounds
- Pesticides

Tissue Project Support

- Federal Program Support, DOD, DOE and USACE
- Remedial Investigation and Feasibility Studies
- Fate and Transport Studies

RADIOCHEMICAL CAPABILITIES

Radiochemical Testing Capabilities

- Precious Metals
- Rare Earth Metals
- Gamma Spectroscopy
- Alpha Spectroscopy
- Liquid Scintillation
- Gross Alpha/Gross Beta

Radiochemical Programs

- NRC Site Decommissioning
- Department of Defense
- Safe Drinking Water Act
- Clean Water Act
- Coal Combustible Residuals (CCR) Final Rule
- Department of Energy

Radiochemical Project Support

- Oil & Gas Exploration & Production
- The Global Nuclear Power Industry
- State Private Well Testing Initiatives
- Sediment Dating
- Land Applied Sludge
- Uranium Mining
- Oil & Gas Health and Safety
- EU Import/Export Requirements
- Human Bioassay

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VALUE ADDED OFFERINGS

Service at your Pace®

Pace® Analytical offers all the laboratory capabilities, credentials, and expertise you would expect from a large lab services company, but with a local presence. Our commitment to continuous improvement includes developing innovative technologies to dramatically improve turnaround times, adding convenient national laboratory locations for samples, and providing you with instant, online access to your lab data. Pace® Analytical provides a variety of unique and value-added services to accelerate data delivery and/or support your ability to move projects forward, faster.

Emergency Rapid Response Teams: We can quickly mobilize and dispatch a team in response to an environmental disaster.

On-Site Project Management and Field Sampling: We can have a team on-site to handle bottles, collect samples, and process paperwork for your team.

Scientific Lab Staffing Services: We have professionals on hand to augment your staff, to dedicate to new product development, respond to regulatory requirements, and more.

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INNOVATION INITIATIVES FOCUSED ON SUSTAINABILITY

Through our forty plus year journey, our commitment to sustainability and low-impact solutions has not waivered. Our research and development teams are continually developing proprietary instrumentation, sampling technologies, and patent-pending processes to reduce waste. These innovations are not only good for the environment, but provide ease and convenience for Pace® customers.

Reduced Volume Technology is an environmentally friendly micro-extraction method that could reduce time/cost management in the field by reducing sampling time by requiring less volume. Key applications include RCRA remediation, groundwater monitoring, ecological and/or hazardous waste assessments, micro purge sampling, and low flow sampling.

ezHerbicide® is patent-pending technology that provides faster, more accurate, and greener herbicide residue testing and analysis.

EZ Soil® converges technology with custom equipment to improve quality while reducing turnaround.

EZ Cans® is a proprietary air sampling canister that arrives ready to use and virtually eliminates field failures.

PFAS True TOF® is a Pace® test method that uses faster combustion technology to analyze the total fluorine content. The precise nature of this method requires less sample volume.

QUALITY MANAGEMENT

The Pace® Quality Management System (QMS) is designed to meet your accreditation, licensing, and certification requirements. Our QMS is based on, and consistent with ISO/IEC 17025: 2017 and the TNI Standard. These Standards outline the required business management and operational practices the international and national testing community have established for environmental testing organizations. Compliance with these standards demonstrates competency, integrity and confidence in data and test results, and ensures activities are carried out in an ethical manner

The Pace® quality team includes over 65 professionals dedicated to managing and continuously improving our quality program to meet both the industry's and your requirements. Pace® compliance and quality professionals are also active participants on industry committees and are in consultation with regulatory bodies to keep abreast of evolving issues.

For more information about the specific QMS for any Pace® location, please contact that laboratory's quality manager. A listing of our locations with contact information can be found on our website.

CERTIFICATIONS

Pace® Analytical maintains an extensive list of accreditations and certifications to meet environmental compliance and program requirements at the national and state level.

View Pace® Analytical Certifications

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PEOPLE ADVANCING SCIENCE

Pace® Analytical scientists and project managers are committed to the success of your project. Part of our commitment to you is to understand your business so we can best advise you and anticipate your needs. We also know communication is important to you and lean toward over-communicating the status and timelines of our work on your behalf. And, as needed, you will have access to experts who can offer advice and guidance based on similar work performed in our labs.

The work you do to improve lives is important to us, too. That's why Pace® invests heavily in the ongoing training of our people and has a dedicated R&D lab that has produced several innovations in methods and sustainable laboratory practices and processes.

Your Pace® Analytical project team may include:

- **Directors/Manager** - responsible for resource management and efficient delivery of your services.
- **Program Manager** - technical specialists who are knowledgeable about emerging technologies, and are often consulted by industry and regulatory bodies to provide expert assistance on a wide range of unique projects.
- **Project Manager** – a dedicated resource that develops a deep understanding of your business and project requirements. Your project manager serves as liaison between you and the laboratory team.
- **Chemists and Lab Technicians** - highly skilled professionals trained in modern analytical procedures.
- **Support Team** – provides you with timely and secure data delivery.

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NOTICE
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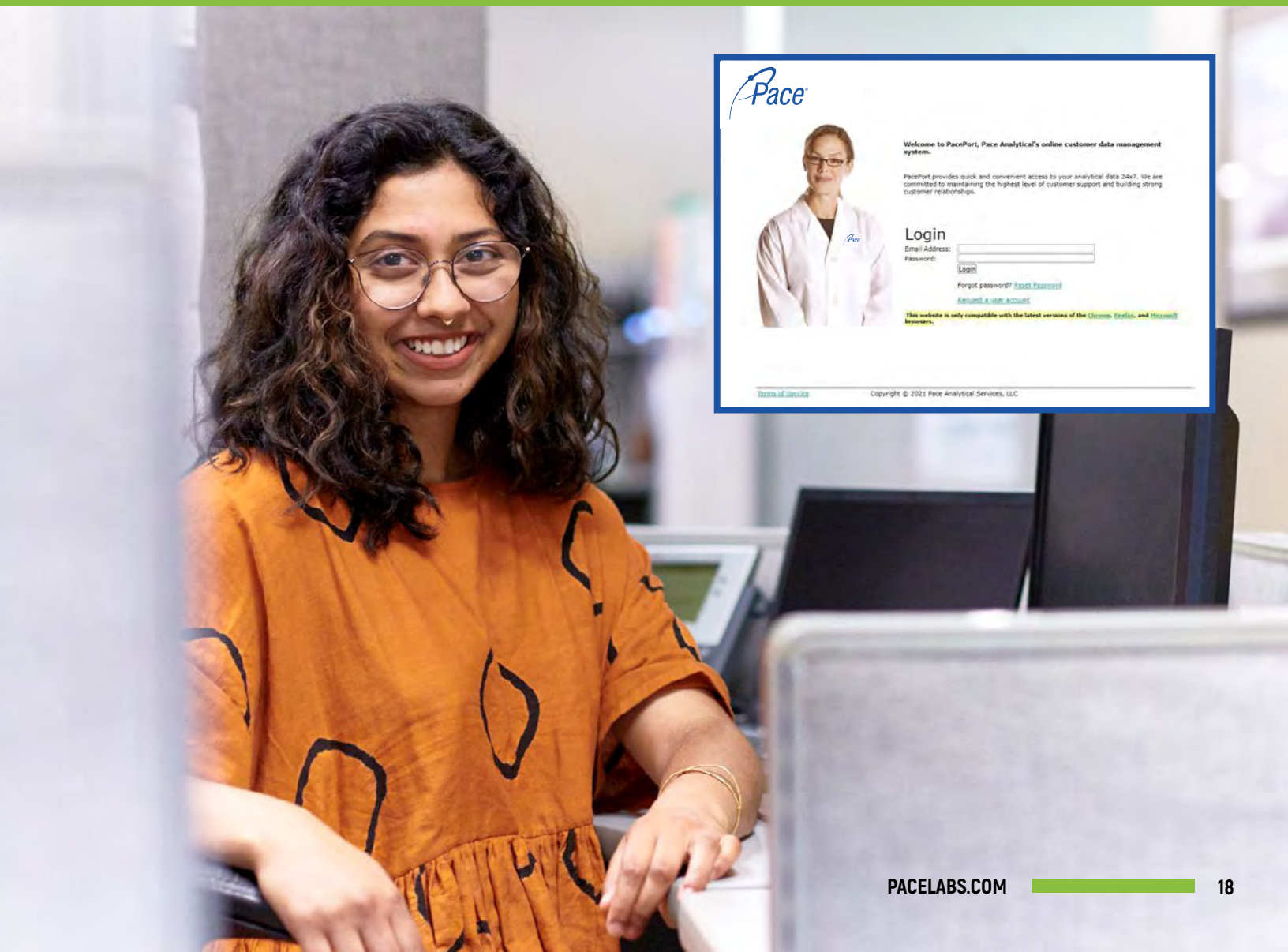
ONLINE DATA ACCESS

Online Data Management

Pace® Analytical provides convenient online data access and report management services to enable better communication and quicker access to your project-critical information. We offer powerful web-based data management tools designed specifically for you. With up-to-the-minute access to project and test data from your computer, you have a quick and reliable resource for obtaining the information you need – when you need it.



LOCATIONS – A NETWORK OF LABORATORIES TO MEET ALL YOUR ENVIRONMENTAL AND ANALYTICAL TESTING NEEDS

Convenient, assessible locations throughout the United States

Headquarters: 1800 Elm Street Southeast, Minneapolis, MN 55414 | 1.612.607.6400

Pace® Analytical customers value laboratory and service center proximity for convenience, quick turnaround times, and when needed, deployment of field service technicians. Our localized level of service backed with our broad capabilities, provides great customer value. As such, we continually analyze customer and market opportunities against our laboratory footprint to ensure we are where you need us. Get the quality results you require; at the Pace® you need. Contact one of our Corporate Account Program professionals today to learn more.

3000+
Employees

100+
Laboratories and Service Centers

500+
Certifications

People Advancing Science for over 40 years

View a Map of our Locations

View our Certifications

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Eastern Analytical, Inc.

professional laboratory and drilling services

Statement of Qualifications

Data You Can Trust. Service You Can Depend On.

An Employee-Owned Company

About the Company

Eastern Analytical, Inc. (EAI) was incorporated in December of 1980 and commenced business operations in February of 1981. EAI is an employee owned small business in Concord, NH. EAI is a professional organization offering the following technical services: chemical and physical analysis of environmental and industrial samples, sample collection, technical consultation, field services, equipment rental and data management services. EAI holds laboratory accreditation in each of the New England states to include NELAP accreditation through the state of New Hampshire. Copies of laboratory accreditation certificates are available upon request. It is our primary goal to acquire and maintain certification for all analytes for which we offer testing. Quality of data and a high degree of customer service are key business attributes held by EAI.

Our Vision

To be the laboratory of choice within our marketplace, consistently delivering services of excellence, quality and personal attention.

Our Core Purpose

Eastern Analytical, Inc.'s core purpose is to combine talents and technology with professional partnerships to help create a cleaner, safer environment.

Value Statement

The company has embraced the following values in our commitment to achieving our mission and satisfying the expectations of our stakeholders.

Customers: Our objective is to achieve 100% customer satisfaction by listening to our customers and providing quality services with distinctive innovative approaches to their needs. Our relationships with our customers will always be open and honest, and will always be conducted in an ethical manner to maintain trust and confidence. We will stand firm in our commitment to remain flexible, reliable, and responsive. Our customers will consider us a partner committed to mutual success.

Employees: Eastern Analytical, Inc.'s (EAI) objective is to give each employee the opportunity to participate in and share in the success of the business. EAI is committed to providing a flexible, honest, fun, and challenging work environment that is always focused on the needs of our customers. Employee involvement, creativity, open communication, and teamwork are valued throughout the company. All employees are to be treated fairly, with personal growth and development supported and encouraged.

Suppliers: Our objective is to continue to develop and maintain mutually beneficial partnerships with suppliers who share our commitment to achieving increasing levels of customer satisfaction. We will promote these relationships which will be focused on continued improvements in quality, service, timeliness, and cost. Our relationships will be sincere, ethical, and will embrace the highest principals of purchasing practice.

Community: Eastern Analytical, Inc. is committed to being a responsible citizen in the business community. We will conduct our business in an ethical and environmentally responsible manner. We will be active in the community and support appropriate civic, educational, and professional activities.

Shareholders: For the shareholder(s), the owner(s) of our company, our objective is to achieve growth in earnings. Financial results should provide our shareholder(s) with a total return on investment that is competitive with similar investment opportunities.

Full Service Environmental Laboratory

Eastern Analytical, Inc., a NELAP accredited environmental testing laboratory, serves engineers, consultants, municipalities and industries throughout New England.

Organic Analyses

- Volatile Organic Compounds (VOCs)
- Acid & Base Neutral Compounds (SVOCs)
- Petroleum Hydrocarbons (TPH, Fingerprint, PAHs)
- Suspected Gasoline Contamination
- Suspected Oil Contamination
- Pesticides, PCBs
- Other Organics (TOC, COD, BOD, Oil & Grease, Phenols)
- Synthetic Organic Contaminants (SOCs), HAA5, TTHMs

Inorganic Analyses

- Metals
- TCLP and SPLP Preparation
- Other Inorganics (Anions, Cyanide, TKN, etc.)
- Radon

Microbiology Analyses

- E. Coli (Escherichia Coliform)
- Total Coliform and Fecal Coliform
- Legionella and more!

Matrices

- Wastewater
- Groundwater
- Drinking Water
- Surface water
- Soil
- Solids
- Sludges
- Building Materials
- Air
- Oil
- Industrial Discharge

Regulatory & Technical Laboratory Knowledge

EAI has a seasoned group of analysts who have extensive experience with regulatory rule changes, various types of sample matrices, new methodologies, technical challenges and unique project specific objectives. Our knowledgeable staff maintains a continual pulse on state and federal environmental regulations. We also stay abreast of modern technologies in order to better serve our customer and industry needs.

Value Added Services

- Technical Support
- QAAP Review and Assistance
- Pre-cleaned, Pre-preserved Sample Containers
- Automated Bottle Orders
- Courier Service throughout New England
- VOC Trip Blanks
- Electronic Data Deliverables
- 5–10 Business Day TAT (rush available with advance scheduling and approval)
- Technical Seminars

Keys to Success

- High Quality Data
- Attention to Detail
- Reliable and Timely Turn Around Time
- Professional and Courteous Service
- Communication and Responsiveness
- Flexibility
- Innovative Thinking
- Affordable and Competitive Pricing

EAI creates long standing partnerships with our customers and has an effective process that achieves project needs. We understand what it takes to provide the best in customer service.

Field Services: Drilling

Eastern Analytical, Inc. has been providing professional drilling services to engineers, consultants, municipalities, industries and other environmental professionals since 1995. Our drilling services compliment those of our fixed laboratory. We listen and respond to our customers by expanding our field services capabilities based on their specific needs.

Our Field Services team provides an array of innovative and cost effective offerings to assist you with your sample collection requirements. Eastern Analytical, Inc. Field Services utilizes Geoprobe® equipment for soil, soil vapor and groundwater sampling. This equipment can be utilized in several different configurations including manually driven with a heavy duty electric roto-hammer or Geoprobe® 7822DT track mounted rig. Soil vapor or groundwater sampling points can be installed for future monitoring of site contamination. EAI Field Service personnel are experienced, licensed, NGWA and 40 hour OSHA Certified.

Geoprobe® 7822DT

Track Mounted Direct Push Drilling Rig

- 4.25" Hollow Stem Auger
- Air Hammer Unit and Compressor (rock wells set down to 60 feet)
- Cased or Uncased Borings
- Groundwater Monitoring Well Installation
- 5-ft Soil Core Sampling
- Continuous or Discrete Soil Collection
- Concrete Coring/Drilling Capable
- In-situ Groundwater Sampling
- Vapor Intrusion, Soil Gas Monitoring
- Chem Ox Injections
- Well Decommissioning
- Roadbox Repairs

Direct Push

Soil Vapor Survey

- Procedure virtually eliminates cross contamination
- Permanent sampling probes available for vapor intrusion

Groundwater Mini-Well Installation & Sampling

- Peristaltic pump sampling reduces sample agitation
- Routine monitoring or investigation
- Licensed monitoring well contractor

Soil Core Sampling

- Discrete or continuous
- Geoprobe® systems sampling apparatus

Depth to Refusal

- Identify presence and location of rock/bedrock
- Cost effective & faster way to profile subsurface conditions
- No piles of material or soil need moving when the profile is complete

Grout Pump

- Chemical oxidant injections
- Well decommissioning

Field Services

Rental Equipment

EAI field services offers an assortment of reliable field equipment to rent and consumable supplies for purchase.

Meters

- Specific conductance
- Dissolved oxygen
- pH
- ORP
- Water level
- Landfill gas

Equipment

- Electric roto-hammer
- Generator
- Autosampler
- Geoprobe manual sampling kit

Pumps

- Air sampling
- Peristaltic

Consumable supplies

- Bailers
- Tubing
- Valves
- Glass coliwasa

If interested in renting equipment or purchasing supplies, please contact our Customer Service Team: customerservice@easternanalytical.com

Project Experience

Brownfields

EAI has provided testing for many Brownfield projects in New England and has acquired a great deal of experience working with consultants on Quality Assurance Project Plans (QAPPs). Laboratory involvement in the QAPP process has proven critical time and time again for EAI. As part of several Brownfields Project Teams with valued customers, EAI offers a great deal of knowledge and experience which is valuable to the success of the project.

Groundwater Permit Monitoring

It is estimated that EAI assists with analysis for the majority of the NH's municipal landfills and groundwater permits as well as several in Vermont. Analysis is performed two – three times per year by qualified and experienced chemists. For ease in project scheduling and communication, EAI requests copies of groundwater permits. This information is then used to automatically set up bottle orders for sample collection, generate pre-printed Chain of Custody forms and prepare the laboratory for incoming samples with short hold time analyses.

Site Assessments

From soil borings with the EAI GeoProbe® equipment to laboratory analyses, EAI is fully capable of providing services to support various phases of site investigation and assessment. EAI works with engineers and environmental consultants year round providing a valuable component for gathering useful data to assist with determining nature, extent, migration and hazard potential of contaminants on a site.

Waste Characterization

Eastern Analytical, Inc. (EAI) has provided analytical testing that supports the characterization of excavated soil for transportation to receiving facilities or to assist with hazardous waste determination of a soil, product or liquid. Organic and Inorganic compounds can be analyzed by total analyses or by Toxicity Characteristic Leaching Procedure (TCLP). These services have been provided to engineers, business & industry, and environmental professionals all over New England since 1980.

Monitored Natural Attenuation

Monitored natural attenuation parameters are tested at EAI to include Volatile Organic Compounds (VOCs), Volatile Fatty Acids (VFAs), Total Organic Carbon (TOC), Methane, Ethane, Ethene, Anions and Cations. These parameters help monitor the environmental clean-up of polluted soil or groundwater. EAI has been involved with many monitoring projects over the years that use natural processes to achieve site specific remediation objectives.

Sludge/Biosolids Testing

Under a contract with the NHDES, EAI performed quarterly biosolids testing for dozens of municipalities in New Hampshire. Testing was done in accordance with the NHDES Sludge Quality Certification requirements. Results were provided in an electronic format which corresponds to the required testing parameters outlined in Table 807-I of the NH rules. EAI coordinated sampling activities with the municipalities, provided courier service for the delivery of sample containers and pick up of samples. In addition, an automated sample delivery was prepared that included appropriate sampling containers and a prepared Chain of Custody form. EAI continues to provide analytical services to municipalities throughout New England in support of Sludge Quality Certification Requirements which determines sludge, biosolids and compost quality and variability prior to recycling.

Project Experience

Water Systems

EAI holds drinking water accreditation in all New England states and provides laboratory services to water system operators in support of Safe Drinking Water Act requirements. Appropriate methodology and reporting limits are applied. EAI currently provides water services and training to many of the systems and operators throughout New England. EAI provides drinking water testing services to public water supplies throughout New England on a weekly, monthly, quarterly and annual basis.

Wastewater

EAI has nearly 40 years' experience working with cities and towns in New England to monitor various processes pertaining to influent and effluent samples. Wastewater accreditation is held in all New England states where applicable. Current projects include the following:

- Weekly, monthly and quarterly analytical testing for EPA NPDES permit requirements.
- Analytical services in support of WWTP laboratories needing backup for NPDES analyses or testing for QA/QC and performance testing purposes.

River Studies

Wastewater treatment plants that are at or nearing their GPD discharge percentages and are looking to build new or expand existing plant capabilities are participants of river studies. EAI works with communities in developing and implementing successful sample collection and analytical testing plans to meet river study requirements. EAI has experience managing the logistical complexity of the sample collection specifications as well as achieving the lower limits required for several parameters. EAI participates in numerous studies all over New England requiring monitoring of various analytical parameters over designated time periods. Services include collection and testing of wastewater over multiple consecutive days or on the hour, every hour throughout the duration of the study. These river studies are required by States, as well as the EPA, and EAI has been involved with the process from the inception of the first studies.

For a more project specific summary, please contact our Customer Service Team for details:
customerservice@easternanalytical.com

Quality Assurance & Quality Control Overview

Eastern Analytical, Inc. (EAI) is accredited by the National Environmental Laboratory Accreditation Program (NELAP) and holds state certifications throughout New England as well as New York and Alabama. EAI has a dedicated Quality Control Coordinator who oversees all aspects of the quality system and ensures the laboratory's personnel and procedures adhere to the NELAC and TNI standards.

As part of this program, EAI participates in blind proficiency testing studies for drinking water, waste water and soil matrices twice a year, annual internal audits, biennial external audits by NELAP accrediting authorities, and maintains accurate SOPs as well as a quality assurance manual. EAI utilizes published Methods and state of the art equipment in all procedures and maintains in depth training documentation for its employees.

For more information or for a copy of EAI's Quality Assurance Manual, please contact our Customer Service Team at: customerservice@easternanalytical.com

Data Deliverables Package Options

The data reporting objective of EAI is to provide an analytical report that is a clear and accurate presentation of all requested and relevant information. Quality control sample analysis is performed and evaluated regardless of the reporting options selected by the customer. The QC data is provided at the customer request.

Description	A	B	C[2]	PC[3]
Sample Data	●	●	●	●
Chain of Custody	●	●	●	●
Percent Solids Data (when applicable)	●	●	●	●
Surrogate Recoveries	●	●	●	●
Blank Summary		●	●	●
Laboratory Control Sample (LCS) Summary		●	●	●
Matrix Spike (MS) Summary		●	●	●
Duplicate (LCSD or MSD) Summary		●	●	●
QC Narrative		●	●	●
Initial Calibration			●	
Calibration Verification			●	
Tune Report			●	
Internal Standard Response Summary			●	
Chromatograms[1] / Raw Data			●	
Preparation Log			●	
Run Log			●	
Case Narrative				●

Notes:

[1]Chromatograms are automatically included for 8100 (mod.) Level II reports.

[2]Additional surcharges apply for Level C packages.

[3]PC indicates Presumptive Certainty as described within the Massachusetts DEP Data Enhancement Policy.

Pre-project documentation including Eastern Analytical, Inc. SOP's, QA/QC document and Qualification document are available upon request.

Sample matrix QC such as matrix spikes and duplicates are not specific to any delivery group. Running sample specific matrix QC must be requested in advance and will be billed as individual samples.

Please Check Off (√) the Data Deliverable Package Option Needed on the Chain of Custody.

Electronic Data Delivery

At Eastern Analytical, Inc. (EAI), Electronic Data Delivery (EDD) has become the delivery method of choice for customers. As the preferred method for receiving data, the EDD has been phasing out the hard copy for many customers. EAI accommodates customer needs by offering a wide variety of EDD options. The most popular choice of EDD is through email typically in PDF or tab delimited formats.

Describing the Electronic Delivery Process at EAI

Sample data for a project is gathered from the internal LIMS database and assembled in the preferred EDD format. After attaching the EDD, an e-mail is sent to the Project Manager listed on the COC. Within moments of job completion, the customer has an electronic copy of the report. Some EDDs delimitate the data in such a way that it can be easily opened in a spreadsheet or other application for graphing, sorting and other manipulations. EAI EDDs are customizable to accommodate special formats and requests from our customers. If you have a unique EDD requirement, please call us or email customerservice@easternanalytical.com

Electronic Deliverable Options	Description
Standard EAI	Tab delimited
Excel Version of Standard	Tab delimited in Excel format
EDD Builder	Tab delimited with qualifiers
PDF Format	PDF file of the hard copy report
Cross Tab Spreadsheet	

Special Electronic Deliverable Formats
Earth Soft EQUIS
Envirodata GISKey 3.1
Online Data Access
Custom Formats - Call or email with specific EDD needs

State Electronic Deliverable Formats
Maine EGAD
NHDES EMD
NHDES DW GB Certified Upload (PWS)

Please indicate your preferred EDD format on the COC or contact customerservice@easternanalytical.com for establishing your account preference and EAI will deliver appropriately every time.

Laboratory Certification

Eastern Analytical, Inc. participates in Performance Evaluation (PE) Studies for Water Pollution, Water Supply, Solid and Hazardous Waste and UST.

State	Type	Certification Number	Drinking Water	Waste Water	RCRA	UST
Alabama	State	41620	•	NR	NR	NR
Connecticut	State	PH-0492	•	•	•	•
Maine	State	2010028	•	•	•	•
Massachusetts	State	M-NH005	•	•	NR	NR
New Hampshire	NELAC	1012	•	•	•	•
Rhode Island	State	LAO00269	•	•	•	•
Vermont	State	VT-101204	•	NR	NR	NR
New York	NELAC	12072	Solid and Hazardous Waste			

PE results and State laboratory certificates are available upon request.

NR = not required.

Contact Us

51 Antrim Avenue, Concord, NH 03301

800.287.0525 • 603.228.0525

customerservice@easternanalytical.com

Eastern Analytical, Inc.
800-287-0525 • www.easternanalytical.com

Competitive

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040
Telephone: 860.645.1102 • Fax: 860.645.0823

QUOTATION

Date:	08/10/23
Valid Until:	12/31/24
Quote Number:	ST080923BA
Page:	1 of 2

To: Attn: Rudy Bentlage
Stone Environmental, Inc.
535 Stone Cutters Way
Montpelier, VT 05602

Project Name:	Windham Regional Brownfields Reuse
Project Number:	
Report Type:	Standard
Matrix:	Soil/GW
Turnaround Time:	Standard 7 business days

ORGANICS

Acid & Base Neutral Extractables (8270)	$168.00	PCBs (8082)	$55.00
Acid & Base Neutral Extractables (8270) GW SIM	$175.00	Petroleum Hydrocarbon Scan (DRO)	$54.00

METALS

Priority Pollutant 13 Metals (w/digestion)	$92.00

Surcharges:

24 Hour TAT	75 %	MS/MSD Samples	charged as samples
48 Hour TAT	50 %	Encore Samplers	$8.00 each
72 Hour TAT	25 %	Waste Disposal Fee (per sample)	$2.00
4 Day TAT	15 %	Waste Disposal Fee (Bacteria only) per sample	$0.75
5 Day TAT	10 %	Teflon Tubing (per foot)	$1.75
Data Package	10% of total invoice		

Competitive

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040
Telephone: 860.645.1102 • Fax: 860.645.0823

QUOTATION

Date:	08/10/23
Valid Until:	12/31/24
Quote Number:	ST080923BA
Page:	2 of 2

To: Attn: Rudy Bentlage
Stone Environmental, Inc.
535 Stone Cutters Way
Montpelier, VT 05602

Project Name:	Windham Regional Brownfields Reuse
Project Number:	
Report Type:	Standard
Matrix:	Soil/GW
Turnaround Time:	Standard 7 business days

Comments:

An annual increase of 3% will be applied after the first year.

Standard Phoenix report includes results and batch QC. If a Data Package is required, a surcharge will apply.

Samples are held for 30 days. If you require us to hold samples past the standard 30 day period, please note that on the chain upon sample submittal.

QA/QC samples such as MS/MSD, FB, Equipment blanks are charged as samples.

SUBCONTRACTED ANALYSES
Subcontracted Analyses have a longer TAT and are subject to different rush surcharges. Inflationary surcharges that are implemented by the subcontracted laboratory will be invoiced as a separate line item. These charges are at the discretion of the subcontract lab and are passthrough charges that we do not control.

PFAS Drinking Water method requirement: Each sample set must include a Field Blank (FB). A sample set is defined as samples collected from the same site and at the same time.
PFAS NPW & solid matrices methods do not require field blanks; however, they are recommended.

Sample containers and courier service provided at no additional charge. Coordination may be required if there are short-hold analyses.

Please reference quote number on chain of custody for proper project invoicing.

Add 6.35% CT State Sales tax to above prices, unless you are tax exempt.

Prices quoted are considered confidential and non transferable. Standard Payment terms are Net 30 days:

Authorized by:

Bobbi Aloisa

Bobbi Aloisa, Vice President/Director of Client Services
bobbi@phoenixlabs.com

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike P.O.Box 370,Manchester,CT 06040
Telephone: 860 645 1102 Fax: 860 645 0823

PHOENIX ENVIRONMENTAL LABORATORIES, INC.
EXECUTIVE SUMMARY

Phoenix Environmental Laboratories, Inc. was formed in 1988, and has operated its laboratory at 587 East Middle Turnpike, Manchester, CT since its inception.

Over the past 26 years, Phoenix has grown from a small local laboratory to one of the larger full service laboratories in the region. During that span of time Phoenix has established a regional office in Niskayuna, NY. Phoenix Environmental Laboratories, Inc. is NELAC certified, and holds certifications in Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Pennsylvania.

Phoenix has a stable workforce of highly qualified chemists, technicians and professionals. The staff has been expanded steadily to meet and stay ahead of our pattern of growth. This planned growth has enabled us to consistently improve quality.

Phoenix Environmental Laboratories, Inc. offers quality service, a standard five working day turnaround time, and very competitive prices. We have a skilled and dedicated Client Services staff to ensure that each client has immediate response to information concerning their projects. The Client Services staff has direct access to all of the laboratory's technical staff, to answer any questions that may arise.

The level of automation has been consistently upgraded as the company has grown during its 33-year history. Automated instrumentation and equipment are selected to provide improved consistency, accuracy, and dependability of analysis. This helps to maintain high capacity, consistent quality, and rapid response. Phoenix is committed to this standard of operation and has increased our scope of continuous equipment and instrumentation purchase and upgrade. Duplication of major instrumentation prevents delays due to equipment downtime.

We are a service-oriented laboratory, making the needs of each client a priority. Courier service is available at your place of business or on-site. A well-staffed second shift ensures that sample preparation proceeds on the same day that samples are received. This is of particular significance where priority turnaround is requested.

The laboratory lists among its clients large engineering firms, municipal and State organizations, hazardous waste remediation firms, and industrial clients of varying size. Phoenix Environmental Laboratories, Inc. is well qualified to participate in a wide range of projects in the environmental field.

STEVE SINGER

553 Hemlock Road
St. George, VT 05495 Phone 802-404-6216

June 2021 – Present

General Manager
Absolute Spill Response, LLC
21 Metro Way, Unit 7
Barre, VT 05641

*Responsible for overseeing all company activities. Responsible for maintaining current client relationship, as well as acquiring new clients. Ensure the company is run profitable and in compliance with VTDEC, RCRA, DOT and OSHA regulations.

December 2019-December 2020

Branch Manager
Miller Environmental
273 Commerce St
Williston, VT 05495

*Responsible for overseeing all branch activities including ensuring profitability with new and existing clients, coordinating all waste characterization & disposal activities, oversee compliance issues ranging from preparation of waste profiles, hazardous waste manifest, monitoring of vehicle permits and DOT regulations. Responsible for the day to day activities of all branch personnel.

April 2000 – December 2019

Branch Manager
Environmental Products & Services of Vermont Inc.
273 Commerce Street
Williston, VT 05495

*Responsible for day to day safety and scheduling of all branch personnel.
*Ensure branch is operated profitably and in compliance with all local, state and federal regulations.
*Ensure full compliance related to waste profiling and hazardous waste manifests, monitor all health and safety aspects of the day to day operations of the Vermont Branch.
*Perform site walks, prepare cost estimates pertaining to remediation, industrial maintenance, UST removal and disposal of hazardous and non-hazardous waste.
*Site manager for emergency response personnel

August 1994 – April 2000

Environmental/project Coordinator
Environmental Products & Services, Inc.
2 Flynn Avenue
Burlington, VT 05401

*Responsible for new customer acquisition, preparation of scope of work/cost estimates and overall project management.
*Manage employee health and safety programs, employee training in accordance with state and federal requirements.
*Supervise on-site health and safety of operations personnel.

Waterbury, Vermont

APPENDIX C

PHASE I ESA EXECUTIVE SUMMARY

MONTROSE ENVIRONMENTAL

Executive Summary

On behalf of Northeastern Vermont Development Association (NVDA or the "Client"), Montrose Environmental Solutions, Inc. (Montrose) has performed a Phase I Environmental Site Assessment (ESA) of the property located at 493 Main Street, Barton, Vermont, Parcel ID No. 203010493 (herein referred to as the "site" or "subject property"). The Phase I ESA was performed in anticipation of a financial transaction involving the subject property. It is understood that Jeff Como of Regal Property Group, LLC intends to purchase the subject property. NVDA and Regal Property Group, LLC are identified Users of this report, as defined by the ASTM standard. The work was funded through a United States Environmental Protection Agency (U.S. EPA) Brownfields Assessment Grant awarded to NVDA in 2023 (Cooperative Agreement No. 4B-00A01260).

Montrose has performed a Phase I ESA of the subject property in conformance with the scope and limitations of ASTM International StandardE1527-21 Standard Practice for Environmental Site Assessment Process. The Phase I ESA was conducted in anticipation of a transaction and redevelopment involving the subject property. Exceptions to, or deletions from, this practice are described in Section 1.4 of this report.

The subject property is located in the Village of Barton in a primarily commercial and residential setting. The site is situated on a 0.25-acre parcel located west of Main Street (Route 5) and a gravel road which provides access to an adjacent baseball field. The subject property is improved with a 2,700± sq. ft building that is currently unoccupied; however, was most recently used as an appliance repair business, used clothing store and a bottle redemption center. The exterior of the site contains an asphalt parking lot along Main Street and grass/vegetated areas.

The date of and first developed use of the subject property could not be determined. According to the historical records reviewed the subject property contained a dwelling in the late 1880s/early 1900s and Gem Movie theater in the 1920s. Based on historical maps, the eastern portion of the current on-site building was constructed sometime between 1928 and 1938 with an addition constructed sometime between 1938 and 1950. In the 1938 and 1950 historical Sanborn maps, the subject property contained a filling station and three gasoline storage tanks. Auto repair is also visible in a building addition (current western portion of the building) on the 1950 map. The exact use of the property between 1950 and the early 1990s, when it was purchased by the current owner is uncertain; however, according to interviews operations may have also included auto parts retail. Since the 1990s the subject property has contained a thrift store, bottle redemption, selling dented can food items and for a short time appliance repair.

A dissolved phase gasoline groundwater plume from the adjacent former Barton Motors site, located east of the subject property across Main Street (Route 5), has migrated onto the subject property. Numerous investigations to delineate the plume and several mitigation measures have been performed on the subject property including installation of a soil vapor extraction (SVE) system, oxygen injections and pilot program for bioremediation solution injections. The most recent groundwater monitoring results show on-going petroleum impacts to on-site groundwater. It is understood that a Corrective Action Plan (CAP) is being prepared to perform injections to enhance bioremediation on site.

Recognized Environmental Conditions (RECs)[1]

Historical Filling Station/Automobile Repair Operations: Historical use of the subject property as filling station with historical gasoline tanks and automobile repair is a REC. Additionally, during the 2023 Phase I ESA site reconnaissance a floor drain with an unknown discharge location was observed in the former automobile repair portion of the building and may have acted as a conduit for materials to the subsurface during garage operations.

Adjacent property: Documented gasoline VOC impacts to site groundwater from the former Barton Motor facility is a REC; however, it is Montrose's understanding that the residual groundwater impacts from this site is being monitored and mitigated under Vermont's Petroleum Cleanup Fund.

Container Storage: In the northern room of the dirt floor basement an empty 55-gal metal drum and three 35-gallon drums with unknown contents were observed. Additionally, several other 1 or 2-liter containers, typical of automobile fluid containers, and a 5-gallon bucket were observed in the dirt floor area of the basement. Given the large amount of debris (including general garbage and hoses) it could not be determined if there is staining, or other indications of releases associated with these containers. The presence of these containers on a dirt floor of the basement are indicative of a potential historical release or are material threat of future release and are an REC.

Historical RECs (HRECs)[1]

No HRECs were identified on the subject property during this investigation.

Controlled RECs (CRECs)[1]

No CRECs were identified on the subject property during this investigation.

Significant Data Gaps[2]

Significant data gaps with the potential to affect the findings of this Phase I ESA were not identified.

De Minimis Issues[1]

According to a previous Phase I ESA conducted in 2023, Montrose observed one 275-gal aboveground storage tank (AST) containing number 2 heating oil. The tank was observed to be in fair condition with a minor amount of corrosion on one of the seams. *De minimis* staining was observed beneath the tank on the wood floor.

Other Potential Issues

Regulated Building Materials: Given the dates of construction for the subject building (1930s/1940s and 1961) and observed vermiculite debris, there is potential that the building contains regulated building materials including asbestos, lead-based paint and PCB containing building materials.

Additional Assessment

Although the site was investigated as part of the Barton Motors project and dissolved phase gasoline contaminants have been delineated on the subject property the following data gaps remain:

1 RECs, HRECs, CRECs, and de minimis conditions are defined in Section 8.1.

2 Significant data gaps are defined in a footnote 3.

- No records were encountered regarding the proper closure/removal of the gasoline tanks located on site in the 1930s-1950s.
- Based on Montrose's review of available reports sampling conducted to date on the subject property has been primarily gasoline related VOCs. Other petroleum related products or hazardous materials may have been used or stored on site as part of the historical auto repair/filling station operations. Two groundwater samples were collected 2010 for other contaminants; however, to date Montrose has not identified a comprehensive investigation on the subject property.

Based on these findings of this Phase I ESA, as described above and detailed more specifically throughout this report, it is the opinion of Montrose that additional assessment work (beyond the scope of this Phase I ESA) to identify the potential presence of subsurface impacts associated with the subject property is warranted. It is recommended that this assessment include the following:

- Properly characterizing and removing containers and general debris in basement level of the subject building in order to assess the dirt floor conditions.
- Conduct an electromagnetic survey or similar to assess for the potential presence of USTs.
- Install new soil borings/monitoring wells and sample existing wells.
- Conduct a regulated building material survey in order to assess the potential presence of lead-based paint, asbestos and PCB containing building materials.

Executive Summary

Stone Environmental, Inc. was commissioned by Northeastern Vermont Development Association to perform this Phase I Environmental Site Assessment (ESA) Update for the property located at 105-107 Eastern Avenue in St. Johnsbury, Vermont (the Subject Property). This Phase I ESA was performed on behalf of Catamount Film and Arts Co. (Catamount), the *bona fide* prospective purchaser of the Subject Property. Catamount is the User of the Phase I ESA, as defined by ASTM Standard Practice E1527-21. Catamount intends to redevelop the Subject Property into a creative arts campus. Stone performed a Phase I ESA for the Subject Property dated June 23, 2023, with information gathering starting on May 15, 2023. In accordance with ASTM International Standard Practice E1527-21 Section 4.6, the select elements of the Phase I ESA must be updated. The Phase I ESA includes an update of the following components:

- Interviews with owners, operators, and occupants;
- Searches for recorded environmental cleanup liens;
- Reviews of federal, tribal, state, and local government records;
- Visual inspections of the property and of adjoining properties; and
- The declaration by the environmental professional responsible for the assessment or update.

The Subject Property is comprised of two adjacent parcels identified by the Town of St. Johnsbury as parcels 023-007-031-000 and 023-007-032-001, measuring 0.56 and 0.78 acres, respectively. The Subject Property is situated within a mixed-use zoning district in downtown St. Johnsbury and is bound by Eastern Avenue to the north with commercial properties located across the Eastern Avenue, Catamount's existing building at 115 Eastern Ave. and Caledonian Record Newspapers to the west, residences to the south, and commercial properties consisting of retail stores and professional offices to the east. The surrounding area is located on a hill, sloping east toward the Passumpsic River.

The Subject Property is improved by three buildings; the two-story Annex Building located in the southeast portion, the Carriage House located on the western portion, and the Octagon Building in the central portion of Subject Property. The Octagon Building and Carriage House were built in 1854, followed by the Annex Building in the late 1800s. At the time of the site visit, the Carriage House was vacant, although the building sign indicated its use by Catamount Outback Artspace. The Annex Building was occupied by the Vermont Department of Health at the time of the walkthrough inspection. The Octagon Building houses several tenants for use as office space.

The Subject Property was used as a residence beginning in the mid-1800s. The buildings were then rented out as offices beginning in the early 1900s to 1910s. The Subject Property was used as an undertaker business from the 1940s to at least the 1960s. Other businesses that have occupied the Subject Property include iron workers, nursing resources, US Marine Corps Recruiting, US Airforce Recruiting, the University of Vermont, and multiple individual renters.

The Subject Property is enlisted in the Vermont Department of Environmental Conservation (VT DEC) Brownfield Response and Environmental Liability Limitation Act program (BRELLA), managed as Sites Management Section (SMS) # 2023-5214. As a function of the BRELLA enrollment and in anticipation of the pending redevelopment, the Subject Property has seen prior environmental assessments and planning, including the Phase I ESAs, a Phase II ESA (Stone, 2023), and a Corrective Action Plan (CAP; Stone, 2024).

The Subject Property is situated within close proximity to several VT DEC managed hazardous waste and Brownfield sites including:

- The Calderwood Building, Former St. Johnsbury State Office (SMS Site #2017-4702), located east and northeast of the Subject Property, is a hazardous waste site due to releases of dry-cleaning solvents to the environment.
- 94 Eastern Avenue (SMS Site #2017-4715), located directly north of the Subject Property, is a hazardous waste site due to releases of dry-cleaning solvents to the environment.
- Palmer Brothers Dry Cleaning (SMS #93-1390), located at 179 Eastern Avenue west and upgradient of the Subject Property, and Palmer Brothers is listed as a hazardous waste site due to releases of dry-cleaning solvents to the environment.
- 115 Eastern Avenue, owned by Catamount, is a BRELLA enrollee resulting from impacts to the property from an offsite, upgradient source.
- The former St. Johnsbury Hardware, currently St. Johnsbury Distillery, at 74 Eastern Avenue, is a BRELLA enrollee with a Certificate of Completion. The 74 Eastern Avenue site required corrective actions to mitigate vapor intrusion of chlorinated solvents migrating onto the property from an offsite source.

As evidenced by prior environmental investigations of the Eastern Avenue corridor, there is a well-documented plume(s) of chlorinated solvents that have resulted in widespread impacts to indoor air quality through vapor intrusion.

This assessment has revealed the following RECs in connection with the Subject Property:

- **REC #1: Lead and formaldehyde, likely from historical embalming waste, are present in soil at the Subject Property and concentrations of lead exceed the Urban Background Standard.**
- **REC #2: Soil gas contains chlorinated solvents above resident Vapor Intrusion Standards (VIS) at the Subject Property.**

This assessment has revealed the following Business Environmental Risk (BER)[1] in connection with the Subject Property:

- **BER #1: The Subject Property buildings contain hazardous building materials and universal wastes.**

[1] Business Environmental Risk (BER) — a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated in this practice.

Based on the results of this Phase I ESA, in conjunction with the CAP developed by Stone in March 2024, Stone recommends implementing corrective actions to mitigate exposure to current and future users of the Property. These remedial activities are currently scheduled to commence in the Summer of 2024.

East Montpelier, Vermont

APPENDIX D

REQUIRED FORMS

MONTROSE ENVIRONMENTAL

ATTACHMENT A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature) Date: 10 / 10 / 2024

Chris Gdak

(Name of person signing proposal)

Montrose Environmental Solutions, Inc.

(Name of business)

ATTACHMENT B

CERTIFICATION OF TAX COMPLIANCE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

Kenneth J. K. Smith

*Signature of Individual or
Corporate Name (Mandatory)

Date 10 / 08 / 2024

By: Kenneth J. K. Smith

Corporate Officer

87-2894310

Federal ID #

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

ATTACHMENT C

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The CVRPC is required to report all activity by Disadvantaged Business Enterprises (DBEs).

QEP teams are encouraged to employ DBEs whenever possible, and also report their participation to the contract source.

Company Name: Montrose Environmental Solutions, Inc.

(Print company name here)

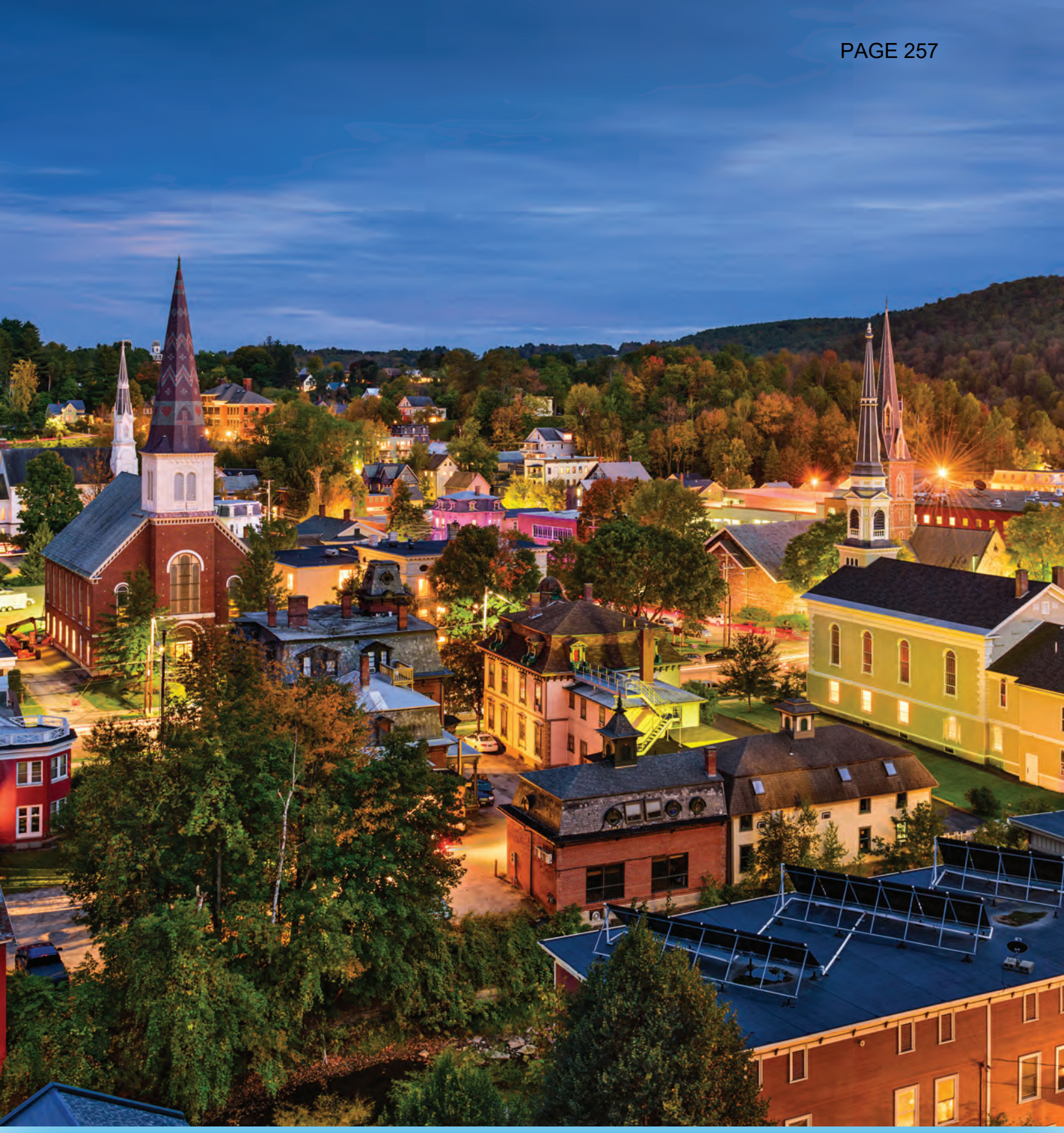
By: _____ Date 10 / 10 / 2024

Please indicate whether or not you, or a specified subcontractor, are an DBE by checking one of the following:

_____ Yes, I am a certified DBE

__X__ Yes, the subcontractor ~~Platform Environmental (WBE) & Hager Geo~~Science, Inc. (SDVOSB) is a certified DBE

_____ No, I am not an DBE



MONTROSE
ENVIRONMENTAL

ATTACHMENT H

Cost Proposal by Montrose Environmental Solutions, Inc.

Revitalizing Communities throughout Central Vermont

Cost Proposal

EPA Brownfield Grant Application & Implementation Assistance

SUBMITTED TO:

Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, VT 05602

SUBMITTED ON (DUE DATE):

October 10, 2024

SUBMITTED BY (PROPOSER):

Montrose Environmental Solutions, Inc.
Innovation Square
100 S. Clinton Avenue, Suite 2330
Rochester, NY 14604

MONTROSE ENVIRONMENTAL

Vermont State House, Montpelier

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A. GRANT APPLICATION SERVICES

With our team's expertise and experience, we are confident we can help you prepare compelling grant applications as part of the Fiscal Year (FY) 2025 EPA Brownfield Grant competition. We recommend CVRPC form a coalition to apply for a $1.2M FY2025 EPA Brownfield Assessment Coalition Grant and apply for a $1M FY2025 EPA Brownfield Revolving Loan Fund (RLF) Grant. These grants are extremely flexible and can serve as the foundation for building or growing a successful brownfield redevelopment program. Having completed significant research already, and having set aside the resources to assist you, the Montrose team offers to provide grant application services for a lump sum fee of $1,500 per application (for a combined total of $3,000).

The proposed lump sum fees are inclusive of all labor and expenses. These fees include assisting CVRPC with preparing its Cooperative Agreement Work Plan(s) following notice of award by EPA, should funding be awarded as part of the FY2025 grant competition. Should the FY2025 grant not be awarded, we will participate in a debrief with EPA, and if mutually agreeable by both parties (e.g., CVRPC and Montrose), we will assist you with revising and resubmitting the applications as part of the FY2026 grant competition. We will not charge additional fees for the debrief or resubmittal services.

B. GRANT IMPLEMENTATION SERVICES

B.1. ESTIMATED COST BREAKDOWN BY TASK

Table 1A includes the breakdown of the estimated contractual costs by task and activity for a Coalition Assessment Grant. As part of developing your grant application, we will work with you to refine the costs for each task based on your project needs and preferences. The budget outlined below reflects typical costs incurred by other regional organizations for a Coalition Assessment Grant. (This budget assumes CVRPC is awarded a $1,200,000 grant and allocates 10% ($120,000) to cover your administrative and travel costs.) The budget uses an average rate of $200/hour for consultant fees.

TABLE 1A: ESTIMATED CONTRACTUAL COSTS BY TASK & ACTIVITY FOR ASSESSMENT COALITION GRANT

TASK DESCRIPTION	BUDGET
Task 1 - Project Management, Reporting & Other Eligible Activities	
1.A - Meetings & Project Management (includes monthly meetings between Montrose & CVRPC) (~60 hours)	$12,000
1.B - Quarterly Progress Reports & ACRES Database Reporting (~100 hours)	$20,000
1.C - Disadvantaged Business Enterprise Reports & Federal Financial Reports (~10 hours)	$2,000
1.D - Final Performance Report (~25 hours)	$5,000
Task 1 Total:	**$39,000**
Task 2 - Community Engagement & Brownfield Site Inventory/Prioritization	
2.A - Brownfield Advisory Committee Meetings (12 meetings/year x 4 years x 2.5 hours/meeting)	$24,000
2.B - Property Owner & Stakeholder Meetings (including BRELLA Consultation Meetings) (~40 hours)	$8,000
2.C - Outreach Materials (Project Fact Sheets & Webpage Content) (~20 hours)	$4,000
2.D - Brownfield Site Inventory & Prioritization (~120 hours for data gathering/evaluation, mapping & reporting)	$24,000
Task 2 Total:	**$60,000**
Task 3 - Site-Specific Assessment & Cleanup Planning Activities	
3.A - Eligibility Determination Requests (~40 hours)	$8,000
3.B - Master QAPP (~20 hours)*	$4,000
3.C - Phase I ESAs** (20 sites x $4,000/site)	$80,000
3.D.1 - Phase II ESAs (standard sites)*** (12 sites x $28,000/site)	$336,000
3.D.2 - Phase II ESAs (large sites)*** (5 sites x $48,000/site)	$240,000
3.E - Regulated Building Materials Surveys*** (10 sites x $6,500/site)	$65,000
3.F - Cleanup Plans (ECAAs/ABCAs & CAPs)** (9 sites x $8,000/site)	$72,000
Task 3 Total:	**$805,000**
Task 4 - Reuse Planning Activities	
4.A - Area-Wide Planning**** (2 areas x $50,000/area)	$100,000
4.B - Market Studies** (2 areas x $18,000/area)	$36,000
4.C - Site Reuse Plans** (4 sites x $10,000/site)	$40,000
Task 4 Total:	**$176,000**
COMBINED TOTAL:	**$1,080,000**

**Both Montrose and Stone have Master QAPPs approved by EPA Region and DEC. Existing QAPPs can be efficiently updated for a cost savings.*
***Average costs per site/area are provided for budgeting purposes. Cost estimates will be refined as individual sites/activities are approved by EPA and DEC.*
****Cost includes SSQAPP and Health and Safety Plan (HASP) preparation. Average costs per site/area are provided for budgeting purposes. Cost estimates will be refined once individual sites are approved by EPA and DEC.*
*****Area-wide planning costs vary widely depending on the scope and size of the area. An interview will be conducted with CVRPC (and other community representatives) to understand your project needs and goals prior to preparing a detailed scope and budget for EPA approval.*

Table 1B includes the breakdown of the estimated contractual costs by task and activity for a RLF Grant. As part of developing your grant application, we will work with you to refine the costs for each task based on your project needs and preferences. The budget outlined below reflects typical costs incurred by other regional organizations for establishing a new Brownfield RLF Program. (This budget assumes CVRPC is awarded a $1,000,000 grant and allocates 10% [$100,000] to cover your administrative costs and 75% [$750,000] for subgrants and loans.) The budget uses an average rate of $200/hour for consultant fees.

TABLE 1B: ESTIMATED CONTRACTUAL COSTS BY TASK & ACTIVITY FOR RLF GRANT

TASK DESCRIPTION	BUDGET
Task 1 - Project Management, Reporting & Other Eligible Activities	
1.A - Meetings & Project Management (includes monthly meetings between Montrose & CVRPC)*	$0
1.B - Quarterly Progress Reports & ACRES Database Reporting (~40 hours)	$8,000
1.C - Disadvantaged Business Enterprise Reports & Federal Financial Reports (~10 hours)	$2,000
1.D - Final Performance Report (~20 hours)	$4,000
Task 1 Total:	**$14,000**
Task 2 - Community Engagement & Program Marketing	
2.A - Brownfield Advisory Committee Meetings*	$0
2.B - Property Owner & Stakeholder Meetings (including BRELLA Consultation Meetings) (~40 hours)	$8,000
2.C - Outreach Materials & Program Marketing (Project Fact Sheets, Webpage Content, Policy & Procedures Manual, & Community Involvement Plan) (~50 hours)	$10,000
Task 2 Total:	**$18,000**
Task 3 - Cleanup Planning & Oversight	
3.A - Eligibility Determination Requests (~10 hours)	$2,000
3.B - Master QAPP*	$0
3.C - SSQAPPs (4 sites x $5,000/site)	$20,000
3.D - Cleanup Plans (ECAAs/ABCAs & CAPs) (4 sites x $8,000/site)	$32,000
3.E - Federal Cross Cutter Review (40 hours x $200/hour)	$8,000
3.F - Davis Bacon Reporting, Wage Audits, & Cleanup Oversight (60 hours x $200/hour)	$12,000
3.G - Corrective Action Construction Completion Reports (4 sites x $10,000/site)	$40,000
Task 3 Total:	**$114,000**
Task 4 - Cleanup Loans & Subgrants	
4.A - Loan & Subgrant Agreement Preparation (20 hours x $200/hour)**	$4,000
Task 4 Total:	**$4,000**
COMBINED TOTAL:	**$150,000**

**Activity or deliverable will be funded by the Assessment Grant and will not be duplicated under the RLF Grant.*

***If preferred, Montrose can assist CVRPC with preparing initial loan and subgrant documents for review by CVRPC's legal counsel. Montrose has experience preparing these documents in accordance with EPA Region 1 requirements.*

B.2. GENERAL ESTIMATED COSTS BY ACTIVITY

Table 2A provides a typical range for costs of deliverables funded by EPA Brownfields Assessment Grants. These costs include work plan preparation and approval by EPA and DEC, all subcontractor costs (utility locating, drilling, analytical, etc.), and final reporting. Costs vary based on the size of the site, number of structures present, complexity of environmental issues, and if removal and disposal of hazardous substances or underground storage tanks is necessary.

TABLE 2A: ESTIMATED PRICE RANGE FOR ASSESSMENT GRANT DELIVERABLES

ACTIVITY DESCRIPTION	TYPICAL COSTS	RANGE
Community Engagement Activities		
Community Meeting Preparation & Attendance	$1,100	$1,000 - $7,500
Community Involvement Plan Preparation	$675	$500 - $2,000
Environmental Site Assessments & Cleanup Planning Activities		
Phase I ESAs	$4,000	$2,800 - $7,500
Phase II ESAs (standard sites)*	$28,000	$20,000 - $44,000
Phase II ESAs (large sites)*	$48,000	$45,000 - $65,000

ACTIVITY DESCRIPTION	TYPICAL COSTS	RANGE
Regulated Building Materials Surveys*	$6,500	$4,000 - $12,000
ECAA / ABCA Preparation	$4,000	$2,000 - $8,000
CAP Preparation	$6,000	$2,000 - $20,000
Reuse Planning Activities		
Area-Wide Plans**	$50,000	$30,000 - $200,000
Market Studies	$18,000	$15,000 - $30,000
Site Reuse Plans	$10,000	$8,500 - $15,000

**Cost includes preparing SSQAPP and HASP.*
***The cost of preparing an Area-Wide Planning Study can vary based upon past assessment activities, geographic scope, number of selected sites, reuse vision, and other plan objectives. Depending upon CVRPC goals, our team worked with specialty subcontractors in the past that can help to meet plan goals, including market research and analysis on reuse concepts.*

Table 2B provides an example Phase II ESA budget. This budget assumes the following:

- 1-acre commercial property in Barre with potential groundwater, soil, and soil gas contamination.
- Project Coordination includes routine project communication, subcontracting, and Digsafe mark-out.
- Sub-slab soil gas samples will be collected from ten locations for volatile organic compounds (VOCs) analysis to assess subsurface releases and potential for vapor intrusion.
- Soil and groundwater assessment will be performed using direct push drilling methods during one day of field work and include:
  - Eight borings installed to 20 feet below ground surface.
    - Direct soil samples will be collected for VOC, semi-volatile organic compounds (SVOCs), and priority pollutant metals.
    - One field duplicate will be collected for each analytical method.
    - One trip blank will be collected for VOC analysis.
  - Five temporary groundwater monitoring wells installed up to 20 feet below the ground surface.
    - Well development will be performed to establish connection between the well and surrounding formation. Purge water will be contained until analyses deem it is devoid of contamination.
- Groundwater samples will be collected using low flow methods for VOC analysis.
  - One trip blank and one field duplicate will be collected for VOC analysis.
- A Phase II ESA report will be prepared in accordance with ASTM E1903-19 and the Investigation and Remediation of Contaminated Properties Rule (IRule).
  - All reports will be subject to internal quality assurance/quality control protocols and be reviewed and certified by a Senior Scientist or Engineer.

TABLE 2B: ESTIMATED PHASE II ESA BUDGET

ACTIVITY DESCRIPTION	LABOR	SUBCONTRACTORS	EXPENSES	SUBTOTAL
1. Project Coordination	$560	$-	$9	$569
2. SSQAPP Preparation	$3,456	$-	$-	$3,456
3. HASP Preparation	$275	$-	$-	$275
4. Soil Gas Survey	$2,256	$2,714	$456	$5,426
5. Groundwater & Soil Assessment	$4,217	$5,462	$907	$10,586
6. Phase II ESA	$3,456	$-	$-	$3,456
Total:	**$14,220**	**$8,176**	**$1,372**	**$23,768**

Table 2C provides a typical range for costs of deliverables funded by EPA Brownfields RLF Grants. Costs vary based on the size of the site, number of structures present, complexity of environmental issues, etc.

TABLE 2C: ESTIMATED PRICE RANGE FOR RLF GRANT DELIVERABLES

ACTIVITY DESCRIPTION	TYPICAL COSTS	RANGE
Community Engagement Activities		
Community Meeting Preparation & Attendance	$1,100	$1,000 - $7,500
Community Involvement Plan Preparation	$675	$500 - $2,000
Cleanup Planning & Oversight Activities		
SSQAPP Preparation	$5,000	$3,500 - $8,000
ECAA / ABCA Preparation	$4,000	$2,000 - $8,000
CAP Preparation	$6,000	$2,000 - $20,000
Corrective Action Construction Completion Reports	$10,000	$8,000 - $15,000

B.3. CONSULTANT FEE SCHEDULES

Services will be provided in accordance with the hourly billing rates and fee schedules provided in **Tables 3 and 4**. To keep costs down, work will be directed by our key staff members, and performed by staff at lower billing rates.

TABLE 3: HOURLY BILLING RATES FOR KEY STAFF

BILLING CATEGORY	KEY PERSONNEL NAME	BILLING RATE	PROJECT ROLE
MONTROSE ENVIRONMENTAL SOLUTIONS, INC.			
Senior Principal	Chris Gdak* Kevin Ignaszak, PE*	$250	Project Principal, Technical Lead, Quality Review
Principal III	Steve Campbell* Eric White Jason Stagno, LIA	$230	Technical Advisor, Quality Review
Principal II	Ryan Givens* Vladimir Raskin, PE	$215	Technical Advisor, Quality Review, Lead Planner
Principal I	Andrea Pedersen*	$210	Project Manager
Senior Professional III	TBD	$205	Technical Advisor, Quality Review, Reporting
Senior Professional II	TBD	$200	Technical Advisor, Quality Review, Reporting
Senior Professional I	Adam Doubleday Julian Fernandez-Obregon Ben Seifert	$190	Health & Safety Lead, Field Crew Lead, Phase I/II ESA, QAPPs, Cleanup Planning
Project Professional III	Katie Nelson* Emily Andrews* Amy Graham	$160	Phase I/II ESAs, Reporting, Grants Specialist
Project Professional II	Miranda Waldman	$150	GIS Designer, Phase I/II ESAs, Reporting, Fieldwork
Project Professional I	Kelsey Morton	$130	Phase I/II ESAs, Reporting, Fieldwork
Staff Professional III	Mike Baudinet	$120	Phase I/II ESAs, Reporting, Fieldwork
Staff Professional II	Brett Dunphy Collin Oriente Tanner Steltz	$115	Phase I/II ESAs, Reporting, Fieldwork
Staff Professional I	Shannon Keenan	$110	GIS Designer, Phase I/II ESAs, Reporting, Fieldwork
Senior Technician II	TBD	$130	Field Technician
Senior Technician I	TBD	$110	Field Technician
Technician II	TBD	$90	Field Technician
Technician I	TBD	$80	Field Technician
CAD Drafter	TBD	$105	CAD Drawings
CAD Technician	TBD	$95	CAD Drawings
Technical Editor	Maria Foss	$90	Administrative Support

BILLING CATEGORY	KEY PERSONNEL NAME	BILLING RATE	PROJECT ROLE
STONE ENVIRONMENTAL, INC.			
Principal	John Hanzas	$226	Technical Advisor
Senior Scientist 3	Daniel Voisin* Michael Smith Les Carver	$208	Technical Lead, Quality Review
Senior Engineer 2	Peter Lazorchak	$198	Quality Review
Senior Scientist 2	TBD	$190	Quality Review
Senior Engineer 1	Katrina Mattice*	$182	Senior Engineer, Assessment & Remediation Lead
Senior Scientist 1	Annemarie Fortune* Rebecca Treat* Jennifer Cypher Amy Macrellis	$174	Lead Planner, Senior Geologist, Assessment & Remediation Lead
Project Engineer 3	TBD	$166	Phase I/II ESAs, Fieldwork, Cleanup Planning
Project Scientist 3	Jacob Vincent	$159	Phase I/II ESAs, Fieldwork, Cleanup Planning
Project Engineer 2	David Jensen	$153	Phase I/II ESAs, Fieldwork, Cleanup Planning
Project Scientist 2	Meghan Arpino	$145	Phase I/II ESAs, Fieldwork, Cleanup Planning
Project Engineer 1	TBD	$139	Phase I/II ESAs, Fieldwork, Cleanup Planning
Project Scientist 1	Laura Rajnak Sarah Rathay	$134	Phase I/II ESAs, Fieldwork, Cleanup Planning
Staff Engineer 3	TBD	$129	Phase I/II ESAs, Fieldwork
Staff Scientist 3	TBD	$123	Phase I/II ESAs, Fieldwork
Staff Engineer 2	TBD	$119	Phase I/II ESAs, Fieldwork
Staff Scientist 2	Rudy Bentlage Jodie Wright Julia Marcello Savannah Bailey	$114	Phase I/II ESAs, Fieldwork
Staff Engineer 1	TBD	$111	Phase I/II ESAs, Fieldwork
Staff Scientist 1	Serena Veilleux	$106	Phase I/II ESAs, Fieldwork
Engineering Technician	TBD	$199	Phase I/II ESAs, Fieldwork, Cleanup Planning
Environmental Technician	TBD	$86	Fieldwork
Admin. Assistant 2	TBD	$83	Administrative Support
Accountant 2	TBD	$92	Administrative Support
Admin. Assistant 1	TBD	$59	Administrative Support
Accountant 1	TBD	$83	Administrative Support
Environmental Intern	TBD	$56	Fieldwork
CLAY POINT ASSOCIATES, INC.			
RBM Lead	Todd Hobson*	$110	Technical Lead, Project Designer, Project Manager, Project Monitor, Inspector and Management Planner
RBM Lead	Kyle Austin*	$110	Project Manager, Project Monitor, Inspector, Laboratory Manager and Air Sample Analyst
Administrative Assistant	TBD	$65	Reporting
WHITE + BURKE REAL ESTATE ADVISORS, INC.			
Principal	David White	$320	Senior Advisor
Senior Advisor	Tim Burke	$275	Senior Advisor
Project Managers	Joe Weith* Stephanie Clarke	$210	Lead Real Estate Advisor

Notes:

- **Denotes staff resumes is provided in Appendix A of the Technical Proposal.*
- *TBD = To be determined. Although specific staff are not named at this time, additional support may be needed at these billing rates over the course of the project.*
- *Rates are valid through December 31, 2025 and subject to annual increase thereafter. Potential adjustments will not exceed 4%.*
- *Subcontractor and third-party expenses are charged at cost + 10%.*

TABLE 4: FEE SCHEDULE

DESCRIPTION	FEE	DESCRIPTION	FEE
MONTROSE ENVIRONMENTAL SOLUTIONS, INC.			
Equipment Rentals		**Printing Fees**	
GIS Mapping	$30/hr or $100/day (whichever is less)	Black & White	$0.15/page
Drone	$150/day	Color	$1.00/page
GPS Unit	$205/day		
Water Quality Meter	$175/day or $550/week	**Travel Costs**	
Peristaltic Pump	$40/day	Mileage	GSA Rate
Pump Controller	$75/day or $225/week	Meals	GSA Per Diem Rate
Interface Probe - 100 feet	$65/day or $200/week	Lodging	Billed at Cost
Interface Probe - 150 feet	$150/day or $475/week		
pH & Temperature Meter	$40/day		
Low-Flow Sampling System	$465/day		
Soil pH Meter	$32/day		
Hand Auger System	$50/day	**Notes:** • Travel expenses are billed at cost or current GSA Rates. • Equipment usage and printing expenses are billed at cost + 10%.	
Photoionization Detector	$125/day or $400/week		
Turbidity Meter	$40/day		
Field Truck	$150/day		
STONE ENVIRONMENTAL, INC.			
AMS Mini Soil Coring System	$100/day	Magnetic Locator	$25/day
AMS Soil Gas Sampling Kit	$100/day	Myers 1.0 Hp Submersible Pump	$75/day
AutoCAD Civil 3D	$10/hour	Myers 1.5 Hp Submersible Pump	$75/dayc
Bios Defender Flow Meter	$35/day	Omniguard Differential Pressure Recorder	$50/day
Bosch Hammer Drill	$50/day	Open Utility Trailer	$50/day or $200/week
Cordless Hammer Drill	$25/day	Peristaltic Pump	$75/day
Cox-Colvin Vapor Pin Kit	$35/day	Photoionization Detector (ppm range)	$90/day
DeWalt Hammer Drill	$35/day	Photoionization Detector (ppb range)	$120/day
Dwyer Manometer	$35/day	Samsung Field Tablet	$50/day
EG&G Rotron Blower	$70/day	Small Power Tools	$15/day
Electrical Generator	$50/day	Soil Gas Sampling Box & Gast Pump	$15/day
Geotech Oil-Water Interface Probe	$55/day	Soil Hand Auger	$15/day
Geoprobe LB Soil Coring System	$125/day	Solinst Drive Point Piezometer	$75/day
Geoprobe PRT Soil Gas System	$125/day	Survey Equipment – Geomax Total Station with Collector	$125/day
GPS – Trimble R2	$250/day	TSI Velocicalc 9535 Anemometer	$35/day
Henry Sediment Pore Water Sampler	$15/day	UEI Manometer	$35/day
Hobo Weather Station	$250/week	Water Level Meter	$30/day
Husqvarna Chainsaw	$65/day	Well Development Pump	$40/day
Notes: • Mileage is billed at current GSA Rates. • Equipment usage is billed at cost.			

DESCRIPTION	FEE	DESCRIPTION	FEE
CLAY POINT ASSOCIATES, INC.			
Asbestos Bulk Sample Analysis by Polarized Light Microscopy (PLM) (Visual Estimation)		**Asbestos Bulk Sample Analysis by Transmission Electron Microscopy (TEM)**	
Same day turnaround	$30/sample	Quick Prep/24-hour turnaround	$60/sample
24-hour turnaround	$20/sample	NOB/24-hour turnaround	$120/sample
3-day turnaround	$18/sample	**Asbestos Air Sample Analysis by Phase Contrast Microscopy (PCM)**	
5-day turnaround	$16/sample		
Asbestos Bulk Sample Analysis by PLM (400 Point Count Method)		Standard turnaround	$22/sample
Same day turnaround	$45/sample	**Lead Soil Sample Analysis**	
24-hour turnaround	$35/sample	24-hour turnaround	$35/sample
3-day turnaround	$30/sample	**Lead Dust Sample Analysis**	
5-day turnaround	$25/sample	24-hour turnaround	$35/sample
Spore Trap Sample Analysis (Mold)		**Lead TCLP Sample Analysis**	
Same day turnaround	$130/sample	3-day turnaround	$140/sample
2-day turnaround	$110/sample	**Printing Fees**	
3-day turnaround	$90/sample	Black & White	$0.15/page
Bulk/Tape Lift Sample Analysis (Mold)		Color	$1.00/page
Same day turnaround	$95/sample	**Notes:** • Travel expenses are billed at cost or current GSA Rates. • All other expenses are billed at cost + 10%.	
2-day turnaround	$85/sample		
3-day turnaround	$75/sample		
WHITE + BURKE REAL ESTATE ADVISORS, INC.			
Travel Costs		**Printing Fees**	
Mileage	GSA Rate	Black & White	$0.15/page
Meals	GSA Per Diem Rate	Color	$1.00/page
Lodging	Billed at Cost	**Notes:** • All other expenses are billed at cost + 10%.	

B.4. SUBCONTRACTOR RATE SHEETS

Fee schedules for subcontractors we anticipate using on this project are attached.

Barre, Vermont

APPENDIX A

SUBCONTRACTOR RATE SHEETS

MONTROSE ENVIRONMENTAL

CASCADE
DRILLING | TECHNICAL SERVICES

Tasks	Unit Cost	Units	Extended Cost	Sub-total
Mobilization/Demobilization				
DPT Mobilization/Demobilization	$4.60 / mi	0	$0	
Waterloo APS Mob/Demob	$6.50 / mi	0	$0	
Membrane Interface Probe (within VT)	$2,500 / ls	0	$0	
Sonic Rig	Project Specific	0	$0	
Decon Area Setup/Removal	$250 / ls	0	$0	
Sub-total				**$0**
DPT Drilling Services				
Geoprobe 7822, 2 Man Crew (8 hr day)	$2,200 / day	0	$0	
Geoprobe 7822, 2 Man Crew (10 hr day)	$2,450 / day	0	$0	
Additional Laborer	$600 / day	0	$0	
Per Diem, Crew	$500 / day	0	$0	
Overtime/Standby (Over 10 hrs.)	$240 / hr	0	$0	
Sub-total				**$0**
HRSC Services				
Waterloo APS Unit & Operator (10 hr day)	$2,200 / day	0	$0	
MIP Unit & Operator (10 hr day)	$2,200 / day	0	$0	
MIP Operator Per Diem	$250 / day	0	$0	
HRSC Project Setup	$750 / ls	0	$0	
Sub-total				**$0**
Sonic Drilling Services				
Sonic Rig-Labor/EQ/Decon Pad/Pressure Washer (10 hr day)	$5,500 / day	0	$0	
Per Diem, 2 ManCrew	$500 / day	0	$0	
Borehole Grouting	$10.50 / ft	0	$0	
Sub-total				**$0**
Additional Equipment				
Double Diaphragm Pump - Grouting	$80 / day	0	$0	
Peristaltic Sampling Pump	$55 / day	0	$0	
11 CFM Compressor - Grouting	$70 / day	0	$0	
185 CFM Tow Behind Compressor	$325 / day	0	$0	
Utilivac (Equipment Only)	$475 / day	0	$0	
Concrete Core Drill	$150 / day	0	$0	
Core Drill, Generator & Water Tank	$240 / day	0	$0	
Steam Cleaner	$120 / day	0	$0	
Generator (2000W)	$70 / day	0	$0	
Pressure Washer (Cold water)	$50 / day	0	$0	
Sub-total				**$0**
Consumable Equipment				
DT21/DT22 LINER 60" w/ CC	$9 / ea	0	$0	
Asphalt Patch	$19 / bag	0	$0	
Bentonite Chips	$30 / bag	0	$0	
1" pre-pack Well Installation	$16 / foot	0	$0	
1.5" Pre-pack Well Installation	$24 / foot	0	$0	
2" Pre-pack Well Installation	$29 / foot	0	$0	
1" Installation	$11 / foot	0	$0	
1.5" Well Installation	$19 / foot	0	$0	
2" Well Installation	$22 / foot	0	$0	
4" Well Installation	$51 / foot	0	$0	
55 Gallon Steel Drum	$80 / ea	0	$0	
Sub-total				**$0**

Revised 8/8/23

Eastern Analytical, Inc.
professional laboratory and drilling services

The following represents Stone Environmental's discounted pricing with EAI for Brownfield Assessment services through various contracts. As these contracts may be in place for at least five years, pricing may be subject to annual increases but will not exceed 2.5% per year, beginning in 2025. These prices will be applied to invoices unless there is a project specific quotation in place with Stone Environmental. Please do not hesitate to contact Eastern Analytical, Inc. if a project specific quotation is needed.

Analysis	Unit Pricing
Volatile Organic Compounds (Soils/GW)	
VOCs 8260	$115.50
VOCs 8260 SIM 1,4 Dioxane	$70.00
Trip Blank	$0.00
VOCs 8021	$90.00
TPH GRO 8015	$63.00
MA DEP VPH	$73.50
VOCs 524	$115.50
VOCs 624	$105.00
Methane/Ethane/Ethene	$90.00
Semi-Volatile Organic Compounds (Soils/GW)	
PAHs 8270	$115.50
PCB 608 / 8082 (Soxhlet extraction is used for all solid samples)	$73.50
TPH 8100 Level 1	$63.00
TPH DRO 8015	$63.00
Pesticides 608 / 8081	$98.00
Acid Extractable Compounds Only 8270	$140.00
Base/Neutral Compounds Only 8270	$175.00
Acid Base Neutral Compounds 8270 or 625 (Full SVOC)	$245.00
MA DEP EPH	$157.50
EDB/DBCP (Low Level)	$60.00
Haloacetic Acids (HAA5)	$95.00
Synthetic Organic Compounds (SOCs)	$700.00
Herbicides 8151 (subcontracted)	$155.00

Eastern Analytical, Inc.
professional laboratory and drilling services

Metals	
Metals Aqueous Prep	$10.50
Metals Solid Prep	$21.00
Metals TCLP Prep	$56.00
8 RCRA Metals	$84.00
11 RGP Metals	$115.50
13 PP Metals	$136.50
Individual Metal (Most Metals)	$10.50
Hexavalent Chromium, Aqueous	$24.50
Hexavalent Chromium, Solid (Subcontract)	$50.00
Inorganic/Wet Chemistry	
Package RCI (Reactivity, Corrosivity/pH, Ignitability/Flashpoint)	$140.00
Alkalinity	$25.00
Ammonia	$25.00
BOD	$50.00
CBOD	$55.00
Chlorine, Residual	$20.00
Chloride	$20.00
COD	$25.00
Cyanide	$55.00
Flashpoint	$45.00
Ignitability	$45.00
Nitrate	$20.00
Nitrite	$20.00
Oil and Grease	$49.00
pH	$10.00
Phenols	$55.00
Phosphorus	$35.00
Specific Conductance	$20.00
Sulfate	$20.00
Sulfide	$20.00
TDS	$20.00
TSS	$20.00
TOC	$50.00
TKN	$45.00
Total Nitrogen	$80.00
Turbidity	$20.00
Chlorophyll a	$85.00

Eastern Analytical, Inc.
professional laboratory and drilling services

Analysis	Unit Pricing
Air Analysis (Subcontracted)	
TO-15 Low Level in Summa	$225.00
Air Flow Regulator	$25.00
Summa Canister (6.0 L)	$80.00
PFAS Analysis (Subcontracted)	
PFAS EPA Method 537.1 (18 compounds)	$325.00
PFAS EPA Method 537mod (36 compounds)	$500.00
PFAS EPA Method 537mod (25 compounds)	$325.00
PFAS EPA Method 537mod (5-6 compounds)	$250.00
Soil prep for PFAS analysis	$30.00

Drilling	Unit Pricing
Direct Push (GeoProbe®7822DT), Track Rig Labor & Equipment – Full Day	$1,500.00
Mob/Demob to Burlington, VT	$500.00
Geoprobe Support Vehicle (per day)	$250.00
Geoprobe Consumables	Project Specific
Geoprobe Per Diem	Project Specific
Geoprobe Well Decommissioning	Project Specific

Sincerely,

Jennifer Laramie
Eastern Analytical, Inc.

October 6, 2024

platform
ENVIRONMENTAL DRILLING
AND REMEDIATION SERVICES

Project No. TBD
RE: Environmental Drilling Services, Vermont.

Dear: Annemarie

Platform Environmental Drilling and Remediation Services (Platform, LLC.) is pleased to present Stone Environmental (Stone) with the following pricing for drilling services related to both the Central Vermont Regional Planning Commission and Northwest Regional Planning Commission's RFPs for brownfield assessment and remedial implementation services. Platform can mobilize drilling and construction related equipment for many projects from limited access to large diameter deep well construction. We specialize in both Environmental and Geotechnical drilling along with remediation support services. Specific cost for projects will be quoted upon receipt of a scope of work. Provided below are our typical rates for various services.

Tasks	Unit Cost	Units	Extended Cost	Sub-total
Mobilization/Demobilization				
Mobilization/Demobilization	$7.50 / mi	0	$0	
Decon Services and Consumables	$245 / ls	0	$0	
Roadwork Sign Package	$275 day	0	$0	
Sub-total				**$0**
Site Preparation Construction Services				
Access Clearing (Loader+Operator)	$1,500 / day	0	$0	
Project Management	$65 / day	0	$0	
Additional Laborer	$65 / hr	0	$0	
Per Diem	$275 / day	0	$0	
Overtime/Standby	$258 / hr	0	$0	
Sub-total				**$0**
Rotary Drilling (Fluid or Air)				
Rotary Drilling Services	$2,250 / day	0	$0	
Project Management	$65 / day	0	$0	
Additional Laborer	$65 / hr	0	$0	
Per Diem	$275 / day	0	$0	
Compressor (400 cfm)	$425 / day	0	$0	
Overtime/Standby	$258 / hr	0	$0	

Sub-total				**$0**
Diamond Core Drilling				
Rotary Drilling Services	$2,250 / day	0	$0	
Project Management	$65 / day	0	$0	
Additional Laborer	$65 / day	0	$0	
Per Diem	$275 / day	0	$0	
Overtime/Standby	$258 / hr	0	$0	
Sub-total				**$0**
Soil Borings and Well Installation				
Direct Push Drilling Services	$1,950 / day	0	$0	
Project Management	$65 / day	0	$0	
Additional Laborer	$65 / hr	0	$0	
Per Diem	$275 / day	0	$0	
Overtime/Standby	$258 / hr	0	$0	
Sub-total				**$0**
Additional Equipment				
Air Lance and Vactor	$225 / day	0	$0	
Air Compressor 400 CFM	$345 / day	0	$0	
DTH Hammer	$175 / day	0	$0	
Timber Mats	$225 / day	0	$0	
Steam Cleaner	$75 / day	0	$0	
Portable Generator	$50 / day	0	$0	
Sub-total				**$0**
Consumable Equipment				
Soil Core Liners	$8.50 / ea	0	$0	
Expendable points	$11.50 / ea	0	$0	
Polyethylene Tubing	$96.00 / roll	0	$0	
Well Installation Materials 1.5 inch	$22.50 / ft	0	$0	
Well Installation Materials 2.0 inch	$24.80 / ft	0	$0	
55 Gallon Drum	$92.00 / ea	0	$0	
Stick-up Protective Casing	$125.00 / ea	0	$0	
Bentonite Chips	$28.00 / bag	0	$0	
Concrete	$16.00 / bag	0	$0	
Sub-total				**$0**
Total Estimated Project Cost				**$0**

A proposed scope of work and cost estimate letter will be provided for your review and authorization once awarded. We look forward to working with you on these projects and appreciate the opportunity to present this pricing summary to you for drilling services. Should you have any questions regarding this proposal, please feel free to contact me at either 802-498-3828 or mjordan@platform-env.com.

Sincerely yours,

Michael Jordan

Digitally signed by Michael Jordan
Date: 2024.10.06 12:55:40 -04'00'

Michael Jordan
Owner

Direct Phone / 802-498-3828
Cell / 802.498.3828
E-Mail / mjordan@platform-env.com

Document1

AGREED AND ACCEPTED BY

_____

Name of client organization

_____

Signature

_____

Printed name

_____

Title

_____

Date

Service Fees and Hourly Rates

Geophysical Service	Day Rate	Standby Hourly Rate
Utility Surveys	$6,216.00	$241.00
EM Surveys	$5,508.00	$310.25
ERT Surveys	$8,110.00	$310.25
Seismic Surveys	$7,030.00	$310.25
Low-Frequency GPR Surveys	$8,160.00	$316.50
Geophysical Borehole Logging	$6,387.00	$342.50
Geophysical Borehole Packer Sampling	$10,750.00	$526.00
Geophysical Borehole Packer Testing	$11,725.00	$572.00

Position	Hourly Rate
Project Manager	$149.28
Senior Geophysicist	$125.96
Geophysicist-1	$116.09
Geophysicist-2	$111.16
Geophysicist-3	$99.53
Physical Scientist	$75.90

Per Diem
$300.00

Mileage
$0.625

Note: Mobilization Cost is not included in Service Fees.

HOLT GILMOUR
SURVEY ASSOCIATES

Annemarie Fortune, AICP
Brownfields Program Manager
Stone Environmental
535 Stone Cutters Way
Montpelier, VT 05602 USA

October 13, 2024

Dear Ms. Fortune,

I appreciate the opportunity to offer our professional surveying services to you and Stone Environmental regarding the Central Vermont Regional Planning Commission brownfield assessment and remedial implementation services. I have found our previous projects with Stone Environmental rewarding and our points of contact friendly and responsive. I look forward to continuing our successful work with your firm. Our previous projects with Stone Environmental include:

-WILLJOHN Properties in Hartford, Vermont in 2019. Lee Rosberg was our point of contact.
- Young Landfill Phase II ESA and Boundary Retracement Survey in 2020. Katrina Mattice was our point of contact.
- 161 Wellington Rd., Brattleboro, VT No. 6 Fuel Oil Extent Survey Plat & Description. Our point of contact was Lee Rosberg.
- Hinesburg Monitoring Well Survey in 2021. Katrina Mattice was our point of contact.
- Vermont Regional Airport Monitoring Well Survey in 2022. Lee Rosberg was our point of contact.
- Montessi Setback & Wetland Buffer Marking in 2022. Daniel Voisin was our point of contact.
- Young Landfill Monitoring Well Survey in 2022. Katrina Mattice was our point of contact.
- VTDEC Commerce Street Plume Surveying Services in 2023-2025. Daniel Voisin and Jacob Vincent are our points of contact.

We are an established firm serving all areas of Vermont, New Hampshire, New York and the Northeast with professional survey personnel located in the Woodstock, Williston, Rutland, Colchester, and Brattleboro areas. We have over 150 years of cumulative survey experience with degrees in land surveying from Michigan State University and Paul Smith's College. Our staff holds land surveying licenses in Vermont and New Hampshire and have completed OSHA certification and other safety training. These include OSHA 29 CFR 1910.120, 40 Hour Health & Safety –General Site Worker Certifications, OSHA 29 CFR 1910.120(e), 8 Hour Annual Refresher, OSHA HazWOPER, 8 Hour Site Supervisor, Adult CPR, AED and Standard First Aid, Adult CPR, AED and Standard First Aid, and various Oil and Chemical Facility site specific training as well as various Utility/Highway/Railway contractor safety training. We have served on the Vermont Board of Land Surveyors, as presidents of the Vermont Society of Land Surveyors, New Hampshire Land Surveyors Association, the Vermont Society of Land Surveyors Young Surveyors Network, and in the National Society of Professional Surveyors.

We perform work for and hold contracts with organizations such as The Nature Conservancy, The USDA Forest Service in the Green Mountain National Forest, The Vermont Fish and Wildlife Department, the Trust for Public Land, the CT Council on Soil and Water Conservation, numerous private landowners, numerous design and engineering firms, the USDA Natural Resources Conservation Service, and the Vermont Electric Power Company.

Holt Gilmour Survey Associates, LLC
Woodstock Williston Rutland Colchester Brattleboro
PO Box 1261 Williston, Vermont 05495 802-457-4649 ethan@vtsurveyor.com
www.vtsurveyor.com

HOLT GILMOUR
SURVEY ASSOCIATES

We have a core staff of six professional surveyors, including two licensed land surveyors. We utilize survey-grade GPS/GNSS, robotic total stations, ground penetrating radar, and digital levels for efficient completion of surveys, like those we recently conducted for Stone Environmental listed above.
I look forward to continuing to work with your firm. Please contact me with any questions or for additional information.

Sincerely,

Ethan Gilmour, LS

Primary Point of Contact:
Ethan Gilmour, LS
President
PO Box 1261 Williston, VT 05495
802-457-4649 ethan@vtsurveyor.com

HOLT GILMOUR
SURVEY ASSOCIATES

Price Schedule

Field Crew 1 Professional Surveyor Robotic Total Station Survey-Grade GPS/GNSS Ground Penetrating Radar	$140/hour
Field Crew 2 Professional Surveyors, including a Licensed Land Surveyor Digital Level Robotic Total Station Survey-Grade GPS/GNSS Ground Penetrating Radar	$200/hour
GPS/GNSS, Robotic Total Station, & Digital Level Traverse	$0.89/linear foot
Land Records Research	$100/hour
Drafting	$100/hour

Based on the above rates, we provide not-to-exceed cost estimates per project. We do not anticipate annual increases in the above rates.

HOLT GILMOUR
SURVEY ASSOCIATES

OUR DIFFERENCE

At Holt Gilmour, we do things a little differently. Not only are we experts in all types of land surveying, we hold ourselves to the highest standard to ensure our clients' results are thorough, accurate, and legally defensible. As a small company able to take on large and complex jobs, we pride ourselves on a few differentiating factors that make us unique.

Due diligence

Our high level of due diligence ensures thorough and accurate results. We leave no stone unturned, performing comprehensive research and exhausting all areas of information gathering before completing our work.

Customer relationships

We work closely with our customers to understand their needs and goals, to reduce our time and their costs, and even to help determine if another professional can better serve them. This all goes back to our focus on doing things right and ensuring an accurate result for our clients.

Compliance

We hold ourselves to the highest standards of compliance with survey regulations and adherence to industry principles and procedures.

Technology

To ensure accuracy in our work, use only the most sophisticated technology, including Robotic Total Stations and survey-grade GNSS/GPS.

Thoroughness

We never take the most convenient path simply to complete projects. We make an extra effort to do it right. We take pride in doing hard things that many are unwilling to do to achieve the best result.

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PO Box 1261 Williston, Vermont 05495 802-457-4649 ethan@vtsurveyor.com
www.vtsurveyor.com

HOLT GILMOUR
SURVEY ASSOCIATES

Ethan Gilmour
President, Professional Licensed Land Surveyor

Bob Holt
Founding Surveyor, Professional Licensed Land Surveyor

Derek Demas
Professional Land Surveyor

Gayle Burchard
Professional Licensed Land Surveyor

HOLT GILMOUR
SURVEY ASSOCIATES

Aaron Moulton
Professional Land Surveyor

Aaron Moulton

Ryan Williams
Professional Land Surveyor

Stephen Matter
Professional Land Surveyor

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PO Box 1261 Williston, Vermont 05495 802-457-4649 ethan@vtsurveyor.com
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Vermont Underground Locators
2023 Rates
Flat Fees:

Less than 1 hr $190.00 (locate + drive time. Mostly within 5-mile radius of Williston that has locate time less than 1 hr).

¼ day rate $375.00 (1-2 hrs)

½ day rate $750 (3-4 hrs)

Full day rate $1500 (5-8 hrs)

+20% for over 2 hr drive time
+50% for additional Locating Technician
$90 Hourly Administration Fee

Note: Total time equals amount of round-trip travel time from our facility in Williston, VT, locating time on site, and minimum 1 hour administration fee.

These rates are fixed fees for 2023. Subject to increase 3-5% each January 01.
Increased amount is based upon competitive rates, economic growth, and federal mileage rate.

GROUND PENETRATING RADAR SERVICES

Washington & Orange Counties, Vermont

2024 Rate Sheet

2-hour Minimum: $700.00

Half Day (4 hours): $1,050.00

Full Day (8 hours): $2,100.00

39 Spruce Street
East Longmeadow, MA 01028
Phone: 413-525-2332
Fax: 413-525-6405

Quote Prepared for:

Stone Environmental
535 Stone Cutters Ways
Montpelier, VT 5602

Annemarie Fortune
(802) 229-4541
afortune@stone-env.com

Quote Information

Quote Name	00171263 - Stone Environmental_VT Brownfields - CVRPC and NRPC	Created Date	10/7/2024
Quote Number	00171263	Expiration Date	12/31/2025

Pace® Contact Information

Account Executive
James Georgantas
james.georgantas@pacelabs.com

Pace Project Manager

Project Information

Standard TAT:	10 Business Days	Shipping Information	Courier service to office or site included
Rush Surcharges:	10 day=Standard, 7 day=1.25x, 5 day=1.50x, 4 day=1.75x, 3 day=2.00x, 2 day=2.50x, 1 day=3.00x	Report Level	Level II
		EDD Requirements:	Standard Excel
Project Location	VT	Certification Requirements	VT
Special Instructions	QA/QC/Blanks billable at full unit price.		

Payment Information

Customer Invoice To Contact:	Accounting@stone-env.com	Payment Terms:	60 Days
Customer Invoice To Email:	accounting@stone-env.com		

Minimum Laboratory Fee (per work order)

Waived

Quote Details

Quantity	Method	Matrix	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
1.00	EPA 8260	Solid Only	Volatile Organic Compounds (VOCs) (soil)		$74.00	$74.00	$74.00
1.00	EPA 8270	Solid Only	Semi-Volatile Organics (full list SVOCs) (soil)		$174.00	$174.00	$174.00
1.00	EPA 8270 SIM	Solid Only	Polynuclear Aromatic Hydrocarbons (PAH) (low level) (soil)		$79.00	$79.00	$79.00
1.00	EPA 8015	Solid Only	Diesel Range Organics (DRO) (soil)		$64.00	$64.00	$64.00

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1.00	EPA 8015	Solid Only	Gasoline Range Organics (GRO) (soil)		$64.00	$64.00	$64.00
1.00	EPA 3540C/8082	Solid Only	Polychlorinated Biphenyls (PCBs) (includes 3540C soxhlet extraction)		$74.00	$74.00	$74.00
1.00	EPA 8082	Solid Only	Polychlorinated Biphenyls (PCBs) (soil)		$64.00	$64.00	$64.00
1.00	EPA 8151	Solid Only	Herbicides (soil)		$199.00	$199.00	$199.00
1.00	EPA 6010/7471	Solid Only	Priority Pollutant Metals (13) (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn) (soil)		$94.00	$94.00	$94.00
1.00	EPA 6010/7471	Solid Only	RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag) (soil)		$74.00	$74.00	$74.00
1.00	EPA 6010 (ICP)	Solid Only	Metal Analysis (1 Metal) (soil)	6010 or 6020	$10.00	$10.00	$10.00
1.00	EPA 7471	Solid Only	Mercury (Hg) (soil)		$22.00	$22.00	$22.00
1.00		Solid Only	Metals Digestion (per sample)		$5.00	$5.00	$5.00
1.00		Solid Only	Sample Disposal (per sample)		$5.00	$5.00	$5.00
1.00	SM 2540G	Solid Only	Percent Moisture / Dry Weight (soil)		$5.00	$5.00	$5.00
1.00	EPA 8260	Water Only	Volatile Organic Compounds (VOCs) (water)		$74.00	$74.00	$74.00
1.00	EPA 8270	Water Only	Semi-Volatile Organics (full list SVOCs) (water)		$174.00	$174.00	$174.00
1.00	EPA 8270 SIM	Water Only	Polynuclear Aromatic Hydrocarbons (PAH) (low level) (water)		$79.00	$79.00	$79.00
1.00	EPA 8015	Water Only	Diesel Range Organics (DRO) (water)		$64.00	$64.00	$64.00
1.00	EPA 8015	Water Only	Gasoline Range Organics (GRO) (water)		$64.00	$64.00	$64.00
1.00	EPA 8082	Water Only	Polychlorinated Biphenyls (PCBs) (water)		$64.00	$64.00	$64.00
1.00	EPA 8151	Water Only	Herbicides (water)		$199.00	$199.00	$199.00
1.00	EPA 6010/7470	Water Only	Priority Pollutant Metals (13) (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn) (water)		$94.00	$94.00	$94.00
1.00	EPA 6010/7470	Water Only	RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag) (water)		$74.00	$74.00	$74.00
1.00	EPA 6010 (ICP)	Water Only	Metal Analysis (1 Metal) (water)	6010 or 6020	$10.00	$10.00	$10.00
1.00	EPA 7470	Water Only	Mercury (Hg) (water)		$22.00	$22.00	$22.00
1.00		Water Only	Metals Digestion (per sample)		$5.00	$5.00	$5.00

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1.00		Water Only	Sample Disposal (per sample)		$5.00	$5.00	$5.00
1.00	TO-15 scan	Air	VOC's - Full list		$184.00	$184.00	$184.00
1.00	TO-15 SIM	Air	VOC's (analysis only)		$224.00	$224.00	$224.00
1.00	Canister Rental	Air	Canister Only (2 week rental incl', each add'l 2 weeks will be billed in accordance with rental policy, canister and/or FR/FC replacement costs billed after 60 days if not returned)	Summa Can Rental (Batch Certified)	$35.00	$35.00	$35.00
1.00	TO-15 SIM/scan individual cert	Air	Individual can certification for TO-15 SIM/scan	Summa Can Rental (Individually Certified)	$100.00	$100.00	$100.00
1.00	Flow Controller Rental	Air	Flow Controller Only (2 week rental incl', each add'l 2 weeks will be billed in accordance with rental policy, replacement costs billed after 60 days if not returned)		$25.00	$25.00	$25.00
1.00			Environmental Impact Fee (Per Invoice)		$30.00	$30.00	$30.00

Estimated Grand-Total $2,533.00

For New Customer and Credit Application Form, Click Here

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.
•Unless accepted, signed and returned, or otherwise noted above, proposal expires 60 days from Created Date above.
• Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
• If project specific MS/MSD samples are submitted, they may be billable.
• Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.
• TAT (Turn Around Time) is in working days unless otherwise specified above.
• To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
• Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
• Please include Quote Number on Chain-of-custody to ensure proper billing.
• Pricing includes standard delivery of bottle/sample kits and coolers.
• Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
• All air and air-related equipment charges (i.e. rental fees for unused, unreturned or damaged equipment, are detailed in the Pace® Canister Use Policy
• PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE
• PACE RESERVES THE RIGHT TO PASS ALONG ALL EXPEDITED SHIPPING FEES. A MINIMUM FEE OF $100 PER COOLER MAY BE APPLIED.

Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical _____ ("Lab") will perform on behalf of _____ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Section 10 and 12, respectively.

1. Definitions:
Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group
Holding Time: The maximum amount of time a sample may be stored before being analyzed.
Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).
Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.
Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

39 Spruce Street
East Longmeadow, MA 01028
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Fax: 413-525-6405

2. Client's Obligations:

a. To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:
   i. Submit a completed purchase order by:
      1. hand (i.e., in person)
      2. mail, or
      3. e-mail; or
   ii. Place an order by:
      1. telephone
      2. e-mail, or
      3. delivering a sample (or SDG) to Lab and completing the COC

b. Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:
   i. Name of the responsible project manager
   ii. Name of the person submitting the sample
   iii. Name/location of collection site
   iv. Date and time of collection
   v. Specific testing being requested, and
   vi. Sufficient details about reporting requirement(s).

c. Client shall also:
   i. Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
   ii. Payment Terms: Net 30 days from date of invoice unless a valid fully executed agreement is on file with Pace.
   iii. Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
   iv. Reimburse Lab for any costs* related to delinquent payments
   v. Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: https://www.pacelabs.com/my-account.html and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)
   vi. Pay for any services it orders on any already analyzed sample
   vii. Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
   viii. Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
   ix. Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations. (No SDA of any "high hazard" sample can occur without Lab's express permission.)
   x. Obtain Lab's prior written consent before publishing Lab's name and/or any data
   xi. Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
   xii. Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
   xiii. Accept responsibility for any claims, damages, losses, expenses*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
b. Identify on quotation if services will be sent to another Lab location or to a third party.
c. Promptly notify Client of any:
   i. Missing sample or otherwise compromised sample(s)
   ii. Significant delays or other issues affecting Lab's services, or
   iii. Subpoena or similar demand for Lab compliance
d. Maintain high-quality services.
e. Prepare and keep accurate records.
f. Obtain/maintain any permit(s), license(s), or certification(s).
g. Charge its fees on a net 30 basis (unless otherwise agreed).
h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an e-check/check by phone, a wire transfer, or an ACH payment.)
j. Invoice Client for each sample or SDG as reported.
k. Assume risk of loss or damage to any Client sample(s) upon SDA.
l. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
m. Indemnify Client for any claims, damages, losses, expenses*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.

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East Longmeadow, MA 01028
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n. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:
Lab may:

a. Cease all services, including any release of data, if Client does not pay as agreed
b. Reject or rescind any SDA if Lab decides sample poses any risk or hazard
c. Charge or bill Client directly for:
   i. Any supplies (including containers) that are not used or returned
   ii. Expedited outbound/return shipping for any sample that is not time-sensitive
   iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
   iv. Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
   v. A minimum fee for invoicing and/or handling any sample
   vi. A sample that underwent SDA, but was not analyzed, at Client's direction
   vii. Additional shipping and handling as deemed necessary
   viii. Change in scope and/or rescheduling fees
   ix. Minimum fees or additional surcharges as necessary
   x. Reasonable attorneys' fees
   xi. Project resampling related to missed deliveries, etc.
   xii. Off cycle pricing increase dictated by the market
   xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)

d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
f. Increase prices on an annual basis to support market-driven cost-increases.

5. Multiple Dilutions: Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.

6. Dry Weight Correction / Percent (%) Moisture: Consistent with all applicable reporting methods, Lab will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Lab will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.

7. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

8. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

9. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 10 below

10. Termination:

a. Either party may terminate these Terms upon 30 days' prior written notice.
b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

11. Limitation of Liability:

a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
   i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
   ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

12. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

13. Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.

14. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

15. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services

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Phone: 413-525-2332
Fax: 413-525-6405

governed by these Terms.

16. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

17. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

a. General Liability - $1,000,000 each occurrence; $2,000,000 general aggregate;
b. Personal and Advertising Injury - $1,000,000;
c. Automobile Liability - $1,000,000 combined single limit;
d. Excess Liability Umbrella - $5,000,000 aggregate; $5,000,000 each occurrence;
e. Worker's Compensation Insurance - statutory limits; and
f. Professional Liability $5,000,000 aggregate, $5,000,000 per claim.

18. Miscellaneous Provisions:

a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client] _____

By:_____
Name:_____
Title:_____
Date:_____

Pace Analytical

By:_____
Name:_____
Title:_____
Date:_____

*May include reasonable attorney's fees

Quote Prepared by:

Lynette Ray lynette.ray@pacelabs.com

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October 07, 2024

AnneMarie Fortune
Stone Environmental
535 Stone Cutters Way
Montpelier, VT 05602
afortune@stone-env.com | Tel: (847) 452-3069

Subject: Analytical Services Proposal - CVRPC and NRPC Brownfield Programs
Eurofins Environment Testing Rhode Island Quotation Number 62003618

Dear AnneMarie Fortune:

We appreciate the opportunity to provide your company with a quotation for your CVRPC and NRPC Brownfield Programs project. Eurofins Environment Testing Rhode Island (ERI) has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes.

At ERI, quality is the hallmark of our business. To ensure your project's data quality objectives are met, we offer experienced personnel who are trained and committed to completing your analytical project on time, a fully documented QA/QC program, and state-of-the-art laboratory equipment and facilities. In addition to being a full service laboratory, we are part of the nation's largest environmental laboratory network. This provides access to an unparalleled spectrum of capabilities and turnaround time options, all through a single point of contact. Agnes Huntley has been assigned as your Project Manager for this work and can be reached by phone at 401 267-4374 or via email at Agnes.Huntley@et.eurofinsus.com.

- **MyEOL®:** a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track CoCs, invoices, reports and much more.
- **Level IV Deliverables/Customizable EDDs**: high resolution, text searchable reports, available in virtually any format.
- **Extensive Experience**: Project Managers with in-depth knowledge of regulatory protocols and procedures.
- **Nationwide Logistical Support**: bringing you an extensive courier network, service centers and shipping options throughout the U.S. and abroad.
- **PFAS, Dioxins/Furans, Air, Radiochemistry, IH** and other specialty analyses are offered alongside routine soil and water methods with seamless reports and consolidated EDDs.

The following quotation includes a detailed price breakdown, as well as any notes and clarifications pertaining to your project, and is subject to ERIs Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for choosing ERI, and we look forward to working with you on this project.

Sincerely,

Paul Hobart
Business Development Specialist
Paul.Hobart@et.eurofinsus.com

cc: Mara Ploch; Agnes Huntley

eurofins | Environment Testing

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afortune@stone-env.com | Tel: (847) 452-3069

Prepared by: Hobart, Paul
Date: 10/7/2024 Expiration Date: 1/2/2025

Project: CVRPC and NRPC Brownfield Programs

Quote Number: 62003618 - 0

Soil — TAT: 7_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	8260D	Volatile Organic Compounds (GC/MS)	1	$ 55.00	$ 55.00
Solid	8270E	Semivolatile Organic Compounds (GC/MS)	1	$ 119.00	$ 119.00
Solid	8270E LL PAH	Semivolatile Organic Compounds (GC/MS) Low level PAH	1	$ 94.00	$ 94.00
Solid	8015D	Diesel Range Organics (GC)	1	$ 47.00	$ 47.00
Solid	8082A	PCB Arolcors (GC) Soxhlet Extraction	1	$ 60.00	$ 60.00
Solid	8151A	Herbicides (GC)	1	$ 136.00	$ 136.00
Solid	6010D	Priority Pollutant Metals (ICP-Trace)	1	$ 60.00	$ 60.00
Solid	7471B	Mercury (CVAA)	1	$ 21.00	$ 21.00
Solid	Moisture	Percent Moisture	1	$ 2.50	$ 2.50
		Total Soil			**$ 594.50**

Concrete — TAT: 5_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Solid	8082A	PCB Arolcors (GC) Soxhlet Extraction	1	$ 60.00	$ 60.00
		Total Concrete			**$ 60.00**

Groundwater — TAT: 7_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	8260D	Volatile Organic Compounds (GC/MS)	1	$ 55.00	$ 55.00
Water	8270E	Semivolatile Organic Compounds (GC/MS)	1	$ 119.00	$ 119.00
Water	8270E SIM	Semivolatile Organic Compounds (GC/MS SIM)	1	$ 94.00	$ 94.00
Water	8015D	Diesel Range Organics (GC)	1	$ 47.00	$ 47.00
Water	8082A	PCB Arolclors (GC)	1	$ 51.00	$ 51.00
Water	8151A	Herbicides (GC)	1	$ 136.00	$ 136.00
Water	6010D	Priority Pollutant Metals (ICP-Trace)	1	$ 60.00	$ 60.00
Water	7470A	Mercury (CVAA)	1	$ 21.00	$ 21.00
		Total Groundwater			**$ 583.00**

Air — TAT: 10_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Air	TO-15	Volatile Organic Compounds (GC/MS)	1	$ 149.00	$ 149.00
		Total Air			**$ 149.00**

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Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	1	$ 3.50	$ 3.50
Terracore Kits	1	$ 17.00	$ 17.00
Concrete crushing charge (if required)	0	$ 35.00	$ 0.00
Summa Canister, Batch Certified	1	$ 43.00	$ 43.00
Flow Controllers, Any calibration	1	$ 21.00	$ 21.00
Total Other Charge			**$84.50**

Total Other Charges	**$ 84.50**
Total Analysis Charges	**$ 1,386.50**
Grand Total for Quote 62003618	**$ 1,471.00**

***Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

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PROJECT DETAILS

Quote Notes

Prices quoted should be considered confidential and are not transferable.

All prices are based on Eurofins Environment Testing Rhode Island (ERI) standard laboratory report format unless otherwise specified. Fully valildatable data packages are available upon written request and may be subject to an additional charge. If custom reports or special reporting requirements (such as nonstandard reporting limits or analytes) are needed, ERI requires notification prior to sample submittal and prices will be determined based on the requirements requested.

All testing is subject to ERI's Terms and Conditions unless prior alternative terms have been agreed to in writing. Submittal of samples will indicate acceptance of ERI's Terms and Conditions and other requirements as set forth in this quotation.

ERI standard report format (Level II) includes case narrative, sample results, QC results for blanks, spikes and reference standards.

Rush TAT service may be available and can be coordinated through your PM, Agnes Huntley. Please ensure that a rush analysis request is sent in advance of sample submittal. This communication will help us prepare for your samples and assure you of the turn around time. Premiums for expedited service are as listed below:

24 hours - 100%
48 hours - 75%
72 hours - 50%
4 days - 25%
5 days - 0%

Rush TATs are calculated in business days not by time of receipt; if specific time of delivery is required this must be established with the laboratory ahead of time.

Note that standard TAT and rush TAT premiums will be different for specialty testing, such as PFAS and DIoxins/Furans analysis. Rush TATs for air testing are:

24 hours - 100%
48 hours - 75%
72 hours - 50%
4 days - 35%
5 days - 25%

There will be a $3.50 per sample Safe and Environmentally Responsible Waste Management (SERWM) charge added to the final invoice.

If the scope of work requires site-specific Matrix Spike/Matrix Spike Duplicate/Duplicate (MS/MSD/DUP), triplicate volume must be submitted and indicated as QC samples on the Chain-of-Custody. Unless sufficient volume is submitted to perform an MS/MSD or DUP for each analytical batch, a Laboratory Control Spike/ Laboratory Control Spike Duplicate (LCS/LCSD) will be performed to demonstrate precision and accuracy at a batch level.
Analysis of site-specific QC (MS/MSD/DUP, Field DUP) is billable at the unit rates quoted for each analytical method.
Samples submitted on hold will be subject to a handling/disposal fee of $15 per sample. This fee will be waived in the event that the samples are subsequently taken off hold and analyzed.

Canister Sample Terms

Canister Sample Terms

Changes in Scope and Work Revisions - Because canisters are verified clean for specific analytes and detection limits, project requirements must be agreed upon at the time sampling equipment is requested. Changes in project requirements, after initiation of the project, will be subject to additional charges and will cause turnaround time to be reset.

Equipment Requests - The laboratory requires a minimum 7 calendar day notice of request for shipment of batch certified canisters and a minimum 10 calendar day notice of request for individually certified canisters. Large canister orders may take longer to prepare. Orders placed for delivery in less than this time period may incur an expedited processing charge.

Equipment Rental Charges - Rental charges for canisters, flow controllers and other ambient air sampling supplies are for a 2 week rental period. Supplies kept by the client longer than 2 weeks will incur additional charges equal to the two week rental rate for every additional two week period that supplies are retained. Supplies that are returned to Eurofins TestAmerica unused will also be invoiced at the full rental rate.

Equipment Damage - All sampling equipment is verified to be in working condition when shipped from the laboratory. Sampling equipment that is lost, mishandled and/or damaged by the client or the client's subcontractors will be subject to repair charges up to the full replacement cost.

Equipment Charges

Plastic Soil Gas Manifold, $25 (purchase), excludes flow controller
Stainless Steel Soil Gas Manifold, $25 (rent), excludes flow controller
Swagelok fittings, $2.00/each (purchase)
"T" fittings, $20.00 each if not returned
Teflon tubing, $5.00/foot (purchase)

Expedited Shipping - Expedited requests for canisters and other field sampling supplies will be subject to additional shipping and/or handling charges. Next day delivery of canisters will be billed at a flat rate of $20 per canister. Alternatively, clients can provide EurofinsTestAmerica with their overnight shipping supplier number.

Dangerous Goods Shipping - If the samples that are collected are known to contain more than 5% methane (or other flammable gases), they need to be considered hazardous for shipping purposes. This requires that the person who is shipping the container be trained and certified for "Dangerous Goods" shipping. Many of TestAmerica's laboratories and service centers are staffed with personnel who meet the IATA certification requirements, and the shipment of hazardous materials can be supported by those facilities. For logistical purposes, it is important to verify that the TestAmerica laboratory or service center can provide for their shipment prior to submitting samples. If return shipping is provided by EurofinsTestAmerica, there will be an additional cost. A charge of $40.00 per shipping container will be applied to the final invoice to cover the "Dangerous Goods" shipping aspect.

Sample Disposal - Air samples in Summa canisters are held for up to 2 days after the data is reported. After that time, the canister is cleaned. Storage beyond this time frame may be available for an additional fee of $5 per canister per day. Please contact your PM to inquire about extended storage availability and cost.

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Prepared by: Hobart, Paul
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Quote Number: 62003618 - 0

Soil

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Solid	8260D	Volatile Organic Compounds (GC/MS)	1,1,2-Trichlorotrifluoroethane (Freon 113)	5.00	3.26	ug/Kg
			Acetone	50.0	11.2	ug/Kg
			Acrylonitrile	5.00	3.00	ug/Kg
			Benzene	5.00	3.34	ug/Kg
			Bromobenzene	5.00	3.33	ug/Kg
			Bromochloromethane	5.00	2.84	ug/Kg
			Bromodichloromethane	5.00	3.67	ug/Kg
			Bromoform	5.00	3.82	ug/Kg
			Bromomethane	10.0	6.23	ug/Kg
			2-Butanone (MEK)	10.0	3.98	ug/Kg
			n-Butylbenzene	10.0	5.36	ug/Kg
			sec-Butylbenzene	5.00	4.03	ug/Kg
			tert-Butylbenzene	5.00	3.94	ug/Kg
			Carbon disulfide	10.0	3.51	ug/Kg
			Carbon tetrachloride	5.00	3.15	ug/Kg
			Chlorobenzene	5.00	3.66	ug/Kg
			Chloroethane	10.0	3.67	ug/Kg
			Chloroform	5.00	3.36	ug/Kg
			Chloromethane	10.0	3.84	ug/Kg
			2-Chlorotoluene	5.00	3.98	ug/Kg
			4-Chlorotoluene	5.00	4.34	ug/Kg
			1,2-Dibromo-3-Chloropropane	10.0	4.24	ug/Kg
			Dibromochloromethane	5.00	3.31	ug/Kg
			1,2-Dibromoethane (EDB)	5.00	3.59	ug/Kg
			Dibromomethane	5.00	2.94	ug/Kg
			1,2-Dichlorobenzene	5.00	4.64	ug/Kg
			1,3-Dichlorobenzene	5.00	4.01	ug/Kg
			1,4-Dichlorobenzene	5.00	4.74	ug/Kg
			Dichlorodifluoromethane (Freon 12)	10.0	2.68	ug/Kg
			1,1-Dichloroethane	5.00	3.39	ug/Kg
			1,2-Dichloroethane	5.00	3.37	ug/Kg
			1,1-Dichloroethene	5.00	3.06	ug/Kg
			cis-1,2-Dichloroethene	5.00	2.89	ug/Kg
			trans-1,2-Dichloroethene	5.00	3.11	ug/Kg
			1,2-Dichloropropane	5.00	3.31	ug/Kg
			1,3-Dichloropropane	5.00	3.82	ug/Kg
			2,2-Dichloropropane	5.00	3.45	ug/Kg
			1,1-Dichloropropene	5.00	3.40	ug/Kg
			cis-1,3-Dichloropropene	5.00	3.26	ug/Kg
			trans-1,3-Dichloropropene	5.00	3.80	ug/Kg
			Ethylbenzene	5.00	3.57	ug/Kg
			Hexachlorobutadiene	10.0	5.03	ug/Kg

Soil

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			2-Hexanone (MBK)	10.0	2.94	ug/Kg
			Isopropylbenzene	5.00	3.78	ug/Kg
			4-Isopropyltoluene	5.00	4.91	ug/Kg
			Methyl tert-butyl ether	5.00	2.88	ug/Kg
			4-Methyl-2-pentanone (MIBK)	10.0	3.23	ug/Kg
			Methylene Chloride	10.0	2.68	ug/Kg
			Naphthalene	5.00	4.52	ug/Kg
			N-Propylbenzene	5.00	4.23	ug/Kg
			Styrene	5.00	3.87	ug/Kg
			1,1,1,2-Tetrachloroethane	5.00	3.75	ug/Kg
			1,1,2,2-Tetrachloroethane	5.00	4.58	ug/Kg
			Tetrachloroethene	5.00	2.78	ug/Kg
			Toluene	5.00	3.17	ug/Kg
			1,2,3-Trichlorobenzene	5.00	4.22	ug/Kg
			1,2,4-Trichlorobenzene	5.00	4.61	ug/Kg
			1,3,5-Trichlorobenzene	5.00	4.75	ug/Kg
			1,1,1-Trichloroethane	5.00	3.41	ug/Kg
			1,1,2-Trichloroethane	5.00	3.77	ug/Kg
			Trichloroethene	5.00	3.36	ug/Kg
			Trichlorofluoromethane (Freon 11)	5.00	3.82	ug/Kg
			1,2,3-Trichloropropane	5.00	4.44	ug/Kg
			1,2,4-Trimethylbenzene	5.00	4.23	ug/Kg
			1,3,5-Trimethylbenzene	5.00	4.25	ug/Kg
			Vinyl chloride	5.00	3.05	ug/Kg
			m,p-Xylene	5.00	6.83	ug/Kg
			o-Xylene	5.00	3.65	ug/Kg
			Tetrahydrofuran	10.0	2.53	ug/Kg
			Ethyl ether	5.00	2.63	ug/Kg
			Tert-amyl methyl ether	5.00	3.95	ug/Kg
			Ethyl tert-butyl ether	5.00	3.29	ug/Kg
			di-Isopropyl ether	5.00	3.57	ug/Kg
			tert-Butanol	100	26.8	ug/Kg
			1,4-Dioxane	100	31.1	ug/Kg
			trans-1,4-Dichloro-2-butene	25.0	3.69	ug/Kg
			Ethanol	1000	62.0	ug/Kg
		Surrogate Cpnd				
			4-Bromofluorobenzene (Surr)			
			Toluene-d8 (Surr)			
			1,2-Dichloroethane-d4 (Surr)			
			Dibromofluoromethane (Surr)			

	RL	MDL	Units

Soil

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
Solid	8270E	Semivolatile Organic Compounds (GC/MS)	1,2,4,5-Tetrachlorobenzene	330	58.7	ug/Kg
			1,2,4-Trichlorobenzene	330	75.6	ug/Kg
			1,2-Dichlorobenzene	330	63.6	ug/Kg
			1,3-Dichlorobenzene	330	79.9	ug/Kg
			1,4-Dichlorobenzene	330	77.7	ug/Kg
			1-Methylnaphthalene	66.7	56.0	ug/Kg
			2,4,5-Trichlorophenol	330	37.8	ug/Kg
			2,4,6-Trichlorophenol	167	40.8	ug/Kg
			2,4-Dichlorophenol	167	66.5	ug/Kg
			2,4-Dimethylphenol	330	48.4	ug/Kg
			2,4-Dinitrophenol	660	86.8	ug/Kg
			2,4-Dinitrotoluene	167	39.1	ug/Kg
			2,6-Dinitrotoluene	167	39.1	ug/Kg
			2-Chloronaphthalene	330	76.3	ug/Kg
			2-Chlorophenol	167	68.3	ug/Kg
			2-Methylnaphthalene	66.7	49.3	ug/Kg
			2-Methylphenol	330	48.2	ug/Kg
			2-Nitroaniline	330	31.4	ug/Kg
			2-Nitrophenol	167	59.3	ug/Kg
			3 & 4 Methylphenol	330	62.5	ug/Kg
			3,3'-Dichlorobenzidine	330	54.5	ug/Kg
			3-Nitroaniline	330	29.5	ug/Kg
			4,6-Dinitro-2-methylphenol	330	59.3	ug/Kg
			4-Bromophenyl phenyl ether	330	37.3	ug/Kg
			4-Chloro-3-methylphenol	330	64.6	ug/Kg
			4-Chloroaniline	167	25.3	ug/Kg
			4-Chlorophenyl phenyl ether	330	35.3	ug/Kg
			4-Nitroaniline	167	52.7	ug/Kg
			4-Nitrophenol	330	115	ug/Kg
			Acenaphthene	66.7	53.2	ug/Kg
			Acenaphthylene	66.7	43.8	ug/Kg
			Aniline	330	25.3	ug/Kg
			Anthracene	66.7	38.6	ug/Kg
			Azobenzene/Diphenyldiazene	330	56.3	ug/Kg
			Benzidine	660	97.7	ug/Kg
			Benzo[a]anthracene	66.7	37.5	ug/Kg
			Benzo[a]pyrene	66.7	47.7	ug/Kg
			Benzo[b]fluoranthene	66.7	55.3	ug/Kg
			Benzo[g,h,i]perylene	66.7	52.1	ug/Kg
			Benzo[k]fluoranthene	66.7	51.9	ug/Kg
			Benzoic acid	330	227	ug/Kg
			Benzyl alcohol	330	59.8	ug/Kg
			Bis(2-chloroethoxy)methane	330	57.4	ug/Kg
			Bis(2-chloroethyl)ether	167	54.6	ug/Kg

Soil

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			bis (2-chloroisopropyl) ether	167	74.3	ug/Kg
			Bis(2-ethylhexyl) phthalate	167	42.5	ug/Kg
			Butyl benzyl phthalate	330	33.1	ug/Kg
			Carbazole	167	43.7	ug/Kg
			Chrysene	66.7	37.7	ug/Kg
			Dibenz(a,h)anthracene	66.7	50.9	ug/Kg
			Dibenzofuran	167	57.8	ug/Kg
			Diethyl phthalate	330	36.2	ug/Kg
			Dimethyl phthalate	330	43.0	ug/Kg
			Di-n-butyl phthalate	330	35.3	ug/Kg
			Di-n-octyl phthalate	330	54.5	ug/Kg
			Fluoranthene	66.7	39.1	ug/Kg
			Fluorene	66.7	60.9	ug/Kg
			Hexachlorobenzene	167	46.3	ug/Kg
			Hexachlorobutadiene	167	83.3	ug/Kg
			Hexachlorocyclopentadiene	167	63.8	ug/Kg
			Hexachloroethane	167	65.6	ug/Kg
			Indeno[1,2,3-cd]pyrene	66.7	56.6	ug/Kg
			Isophorone	167	45.7	ug/Kg
			Naphthalene	66.7	64.0	ug/Kg
			Nitrobenzene	167	77.1	ug/Kg
			N-Nitrosodimethylamine	167	43.8	ug/Kg
			N-Nitrosodi-n-propylamine	167	66.5	ug/Kg
			N-Nitrosodiphenylamine	330	42.1	ug/Kg
			Pentachloronitrobenzene	330	52.1	ug/Kg
			Pentachlorophenol	330	135	ug/Kg
			Phenanthrene	66.7	37.8	ug/Kg
			Phenol	330	68.0	ug/Kg
			Pyrene	66.7	36.8	ug/Kg
			Pyridine	330	78.1	ug/Kg
		Surrogate Cpnd				
			2-Fluorobiphenyl (Surr)			
			2-Fluorophenol (Surr)			
			Nitrobenzene-d5 (Surr)			
			Phenol-d5 (Surr)			
			2,4,6-Tribromophenol (Surr)			
			Terphenyl-d14 (Surr)			

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Solid	8270E LL PAH	Semivolatile Organic Compounds (GC/MS) Low level PAH	Acenaphthene	16.0	6.60	ug/Kg
			Acenaphthylene	16.0	6.60	ug/Kg
			1-Methylnaphthalene	16.0	6.60	ug/Kg

Soil

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Anthracene	16.0	6.60	ug/Kg
			Benzo[a]anthracene	16.0	6.60	ug/Kg
			Benzo[a]pyrene	16.0	6.60	ug/Kg
			Benzo[b]fluoranthene	16.0	6.60	ug/Kg
			Benzo[g,h,i]perylene	16.0	6.60	ug/Kg
			Benzo[k]fluoranthene	16.0	6.60	ug/Kg
			Chrysene	16.0	6.60	ug/Kg
			Dibenz(a,h)anthracene	16.0	6.60	ug/Kg
			Fluoranthene	16.0	6.60	ug/Kg
			Fluorene	16.0	6.60	ug/Kg
			Indeno[1,2,3-cd]pyrene	16.0	6.60	ug/Kg
			2-Methylnaphthalene	16.0	6.60	ug/Kg
			Naphthalene	16.0	6.60	ug/Kg
			Phenanthrene	16.0	6.60	ug/Kg
			Pyrene	16.0	6.60	ug/Kg
			Bis(2-ethylhexyl) phthalate	16.0	6.60	ug/Kg
		Surrogate Cpnd				
			Nitrobenzene-d5			
			Terphenyl-d14			
				RL	MDL	Units
Solid	8015D	Diesel Range Organics (GC)	C10-C28	13.3	11.8	mg/Kg
		Surrogate Cpnd				
			o-Terphenyl			
			1-Chlorooctadecane			
				RL	MDL	Units
Solid	8082A	PCB Arolcors (GC) Soxhlet Extraction	PCB-1016	20.0	11.7	ug/Kg
			PCB-1221	20.0	11.7	ug/Kg
			PCB-1232	20.0	11.7	ug/Kg
			PCB-1242	20.0	11.7	ug/Kg
			PCB-1248	20.0	11.7	ug/Kg
			PCB-1254	20.0	15.2	ug/Kg
			PCB-1260	20.0	15.2	ug/Kg
			PCB-1262	20.0	15.2	ug/Kg
			PCB-1268	20.0	15.2	ug/Kg
		Surrogate Cpnd				
			Tetrachloro-m-xylene			
			DCB Decachlorobiphenyl (Surr)			

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Prepared by: Hobart, Paul
Date: 10/7/2024 Expiration Date: 1/2/2025

Project: CVRPC and NRPC Brownfield Programs

Quote Number: 62003618 - 0

Soil

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Solid	8151A	Herbicides (GC)	2,4-D	33.3	12.1	ug/Kg
			Silvex (2,4,5-TP)	33.3	3.47	ug/Kg
			2,4,5-T	33.3	7.08	ug/Kg
		Surrogate Cpnd				
			2,4-Dichlorophenylacetic acid			
				RL	MDL	Units
Solid	6010D	Priority Pollutant Metals (ICP-Trace)	Antimony	5.00	0.376	mg/Kg
			Arsenic	1.50	0.190	mg/Kg
			Beryllium	0.500	0.0251	mg/Kg
			Cadmium	0.500	0.0259	mg/Kg
			Chromium	1.00	0.133	mg/Kg
			Copper	1.00	0.240	mg/Kg
			Lead	1.50	0.212	mg/Kg
			Nickel	1.00	0.115	mg/Kg
			Selenium	1.50	0.286	mg/Kg
			Silver	1.50	0.162	mg/Kg
			Thallium	3.00	1.10	mg/Kg
			Zinc	3.00	0.774	mg/Kg
				RL	MDL	Units
Solid	7471B	Mercury (CVAA)	Mercury	0.0500	0.00833	mg/Kg
				RL	RL	Units
Solid	Moisture	Percent Moisture	Percent Moisture	0.100	0.100	%
			Percent Solids	0.100	0.100	%

Concrete

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Solid	8082A	PCB Arolcors (GC) Soxhlet Extraction	PCB-1016	20.0	11.7	ug/Kg
			PCB-1221	20.0	11.7	ug/Kg
			PCB-1232	20.0	11.7	ug/Kg
			PCB-1242	20.0	11.7	ug/Kg
			PCB-1248	20.0	11.7	ug/Kg
			PCB-1254	20.0	15.2	ug/Kg
			PCB-1260	20.0	15.2	ug/Kg
			PCB-1262	20.0	15.2	ug/Kg

Concrete

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			PCB-1268	20.0	15.2	ug/Kg
		Surrogate Cpnd				
			Tetrachloro-m-xylene			
			DCB Decachlorobiphenyl (Surr)			

Groundwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	8260D	Volatile Organic Compounds (GC/MS)	1,1,2-Trichlorotrifluoroethane (Freon 113)	1.00	0.202	ug/L
			Acetone	10.0	0.902	ug/L
			Acrylonitrile	1.00	0.356	ug/L
			Benzene	1.00	0.250	ug/L
			Bromobenzene	1.00	0.403	ug/L
			Bromochloromethane	1.00	0.391	ug/L
			Bromodichloromethane	0.500	0.334	ug/L
			Bromoform	1.00	0.454	ug/L
			Bromomethane	2.00	0.627	ug/L
			2-Butanone (MEK)	2.00	0.577	ug/L
			n-Butylbenzene	1.00	0.450	ug/L
			sec-Butylbenzene	1.00	0.401	ug/L
			tert-Butylbenzene	1.00	0.400	ug/L
			Carbon disulfide	2.00	0.438	ug/L
			Carbon tetrachloride	1.00	0.246	ug/L
			Chlorobenzene	1.00	0.417	ug/L
			Chloroethane	2.00	0.405	ug/L
			Chloroform	1.00	0.297	ug/L
			Chloromethane	2.00	0.485	ug/L
			2-Chlorotoluene	1.00	0.429	ug/L
			4-Chlorotoluene	1.00	0.416	ug/L
			1,2-Dibromo-3-Chloropropane	2.00	0.511	ug/L
			Dibromochloromethane	0.500	0.326	ug/L
			1,2-Dibromoethane (EDB)	0.500	0.339	ug/L
			Dibromomethane	1.00	0.364	ug/L
			1,2-Dichlorobenzene	1.00	0.480	ug/L
			1,3-Dichlorobenzene	1.00	0.500	ug/L
			1,4-Dichlorobenzene	1.00	0.487	ug/L
			Dichlorodifluoromethane (Freon 12)	2.00	0.289	ug/L
			1,1-Dichloroethane	1.00	0.362	ug/L
			1,2-Dichloroethane	1.00	0.260	ug/L
			1,1-Dichloroethene	1.00	0.344	ug/L

Groundwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			cis-1,2-Dichloroethene	1.00	0.297	ug/L
			trans-1,2-Dichloroethene	1.00	0.188	ug/L
			1,2-Dichloropropane	1.00	0.357	ug/L
			1,3-Dichloropropane	1.00	0.320	ug/L
			2,2-Dichloropropane	1.00	0.488	ug/L
			1,1-Dichloropropene	1.00	0.286	ug/L
			cis-1,3-Dichloropropene	0.500	0.300	ug/L
			trans-1,3-Dichloropropene	0.500	0.370	ug/L
			Ethylbenzene	1.00	0.363	ug/L
			Hexachlorobutadiene	1.00	0.236	ug/L
			2-Hexanone (MBK)	2.00	0.687	ug/L
			Isopropylbenzene	1.00	0.376	ug/L
			4-Isopropyltoluene	1.00	0.429	ug/L
			Methyl tert-butyl ether	1.00	0.263	ug/L
			4-Methyl-2-pentanone (MIBK)	2.00	0.348	ug/L
			Methylene Chloride	2.00	0.535	ug/L
			Naphthalene	2.00	0.696	ug/L
			N-Propylbenzene	1.00	0.359	ug/L
			Styrene	1.00	0.419	ug/L
			1,1,1,2-Tetrachloroethane	1.00	0.369	ug/L
			1,1,2,2-Tetrachloroethane	0.500	0.457	ug/L
			Tetrachloroethene	1.00	0.364	ug/L
			Toluene	1.00	0.283	ug/L
			1,2,3-Trichlorobenzene	1.00	0.742	ug/L
			1,2,4-Trichlorobenzene	1.00	0.695	ug/L
			1,3,5-Trichlorobenzene	1.00	0.536	ug/L
			1,1,1-Trichloroethane	1.00	0.330	ug/L
			1,1,2-Trichloroethane	1.00	0.350	ug/L
			Trichloroethene	1.00	0.364	ug/L
			Trichlorofluoromethane (Freon 11)	1.00	0.228	ug/L
			1,2,3-Trichloropropane	1.00	0.513	ug/L
			1,2,4-Trimethylbenzene	1.00	0.462	ug/L
			1,3,5-Trimethylbenzene	1.00	0.446	ug/L
			Vinyl chloride	1.00	0.256	ug/L
			m,p-Xylene	1.00	0.779	ug/L
			o-Xylene	1.00	0.428	ug/L
			Tetrahydrofuran	2.00	0.704	ug/L
			Ethyl ether	1.00	0.421	ug/L
			Tert-amyl methyl ether	1.00	0.260	ug/L
			Ethyl tert-butyl ether	1.00	0.293	ug/L
			di-Isopropyl ether	1.00	0.260	ug/L
			tert-Butanol	10.0	8.52	ug/L
			1,4-Dioxane	50.0	7.43	ug/L
			trans-1,4-Dichloro-2-butene	5.00	0.806	ug/L

Groundwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Ethanol	200	9.08	ug/L
		Surrogate Cpnd				
			4-Bromofluorobenzene (Surr)			
			Toluene-d8 (Surr)			
			1,2-Dichloroethane-d4 (Surr)			
			Dibromofluoromethane (Surr)			
				RL	MDL	Units
Water	8270E	Semivolatile Organic Compounds (GC/MS)	1,2,4,5-Tetrachlorobenzene	5.00	0.857	ug/L
			1,2,4-Trichlorobenzene	5.00	1.23	ug/L
			1,2-Dichlorobenzene	5.00	1.23	ug/L
			1,3-Dichlorobenzene	5.00	1.27	ug/L
			1,4-Dichlorobenzene	5.00	1.41	ug/L
			1-Methylnaphthalene	5.00	1.02	ug/L
			2,4,5-Trichlorophenol	5.00	1.07	ug/L
			2,4,6-Trichlorophenol	5.00	0.909	ug/L
			2,4-Dichlorophenol	5.00	0.706	ug/L
			2,4-Dimethylphenol	5.00	0.609	ug/L
			2,4-Dinitrophenol	20.0	5.41	ug/L
			2,4-Dinitrotoluene	5.00	0.950	ug/L
			2,6-Dinitrotoluene	5.00	0.761	ug/L
			2-Chloronaphthalene	5.00	0.984	ug/L
			2-Chlorophenol	5.00	0.706	ug/L
			2-Methylnaphthalene	5.00	1.07	ug/L
			2-Methylphenol	5.00	0.535	ug/L
			2-Nitroaniline	5.00	0.682	ug/L
			2-Nitrophenol	5.00	0.771	ug/L
			3 & 4 Methylphenol	10.0	0.656	ug/L
			3,3'-Dichlorobenzidine	5.00	1.42	ug/L
			3-Nitroaniline	5.00	0.885	ug/L
			4,6-Dinitro-2-methylphenol	10.0	3.56	ug/L
			4-Bromophenyl phenyl ether	5.00	0.827	ug/L
			4-Chloro-3-methylphenol	5.00	0.788	ug/L
			4-Chloroaniline	5.00	2.07	ug/L
			4-Chlorophenyl phenyl ether	5.00	0.895	ug/L
			4-Nitroaniline	5.00	0.892	ug/L
			4-Nitrophenol	20.0	0.659	ug/L
			Acenaphthene	5.00	0.837	ug/L
			Acenaphthylene	5.00	0.725	ug/L
			Aniline	5.00	1.40	ug/L
			Anthracene	5.00	0.875	ug/L
			Azobenzene/Diphenyldiazene	5.00	0.745	ug/L
			Benzidine	20.0	1.93	ug/L

Groundwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Benzo[a]anthracene	5.00	0.860	ug/L
			Benzo[a]pyrene	5.00	0.946	ug/L
			Benzo[b]fluoranthene	5.00	0.922	ug/L
			Benzo[g,h,i]perylene	5.00	1.07	ug/L
			Benzo[k]fluoranthene	5.00	0.946	ug/L
			Benzoic acid	10.0	5.56	ug/L
			Benzyl alcohol	5.00	0.587	ug/L
			Bis(2-chloroethoxy)methane	5.00	0.646	ug/L
			Bis(2-chloroethyl)ether	5.00	0.693	ug/L
			bis (2-chloroisopropyl) ether	5.00	0.979	ug/L
			Bis(2-ethylhexyl) phthalate	10.0	5.88	ug/L
			Butyl benzyl phthalate	5.00	0.864	ug/L
			Carbazole	5.00	0.913	ug/L
			Chrysene	5.00	0.853	ug/L
			Dibenz(a,h)anthracene	5.00	0.974	ug/L
			Dibenzofuran	5.00	0.784	ug/L
			Diethyl phthalate	5.00	0.876	ug/L
			Dimethyl phthalate	5.00	0.766	ug/L
			Di-n-butyl phthalate	5.00	0.918	ug/L
			Di-n-octyl phthalate	5.00	1.03	ug/L
			Fluoranthene	5.00	0.951	ug/L
			Fluorene	5.00	0.838	ug/L
			Hexachlorobenzene	5.00	0.754	ug/L
			Hexachlorobutadiene	5.00	1.14	ug/L
			Hexachlorocyclopentadiene	5.00	0.989	ug/L
			Hexachloroethane	5.00	1.28	ug/L
			Indeno[1,2,3-cd]pyrene	5.00	0.930	ug/L
			Isophorone	5.00	0.508	ug/L
			Naphthalene	5.00	0.971	ug/L
			Nitrobenzene	5.00	0.719	ug/L
			N-Nitrosodimethylamine	5.00	0.558	ug/L
			N-Nitrosodi-n-propylamine	5.00	0.790	ug/L
			N-Nitrosodiphenylamine	5.00	0.933	ug/L
			Pentachloronitrobenzene	5.00	0.615	ug/L
			Pentachlorophenol	10.0	3.09	ug/L
			Phenanthrene	5.00	0.839	ug/L
			Phenol	5.00	0.635	ug/L
			Pyrene	5.00	0.839	ug/L
			Pyridine	5.00	1.34	ug/L
		Surrogate Cpnd				
			2-Fluorobiphenyl (Surr)			
			2-Fluorophenol (Surr)			
			Nitrobenzene-d5 (Surr)			
			Phenol-d5 (Surr)			

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Prepared by: Hobart, Paul
Date: 10/7/2024 Expiration Date: 1/2/2025

Project: CVRPC and NRPC Brownfield Programs

Quote Number: 62003618 - 0

Groundwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued			**Surrogate Cpnd**			
			2,4,6-Tribromophenol (Surr)			
			Terphenyl-d14 (Surr)			
Water	8270E SIM	Semivolatile Organic Compounds (GC/MS SIM)	Acenaphthene	0.0500	0.0389	ug/L
			Acenaphthylene	0.0500	0.0388	ug/L
			1-Methylnaphthalene	0.0500	0.0495	ug/L
			Anthracene	0.0500	0.0449	ug/L
			Benzo[a]anthracene	0.0500	0.0413	ug/L
			Benzo[a]pyrene	0.0500	0.0406	ug/L
			Benzo[b]fluoranthene	0.0500	0.0375	ug/L
			Benzo[g,h,i]perylene	0.0500	0.0331	ug/L
			Benzo[k]fluoranthene	0.0500	0.0373	ug/L
			Chrysene	0.0500	0.0372	ug/L
			Dibenz(a,h)anthracene	0.0500	0.0342	ug/L
			Fluoranthene	0.0500	0.0341	ug/L
			Fluorene	0.0500	0.0341	ug/L
			Indeno[1,2,3-cd]pyrene	0.0500	0.0389	ug/L
			2-Methylnaphthalene	0.0500	0.0470	ug/L
			Naphthalene	0.0500	0.0464	ug/L
			Hexachlorobenzene	1.00	1.00	ug/L
			Phenanthrene	0.0500	0.0339	ug/L
			Pyrene	0.0500	0.0378	ug/L
			Tentatively Identified Compound			ug/L
			Hexachloroethane	1.00	0.0468	ug/L
			Bis(2-ethylhexyl) phthalate	2.00	2.00	ug/L
			1,1'-Biphenyl	0.500	0.500	ug/L
			Surrogate Cpnd			
			2-Chlorophenol-d4			
			Terphenyl-d14			
			2-Fluorobiphenyl (Surr)			
Water	8015D	Diesel Range Organics (GC)	C10-C28	0.200	0.182	mg/L
			Surrogate Cpnd			
			o-Terphenyl			
			1-Chlorooctadecane			
Water	8082A	PCB Arolclors (GC)	PCB-1016	0.400	0.262	ug/L

Groundwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			PCB-1221	0.400	0.149	ug/L
			PCB-1232	0.400	0.0960	ug/L
			PCB-1242	0.400	0.0760	ug/L
			PCB-1248	0.400	0.164	ug/L
			PCB-1254	0.400	0.146	ug/L
			PCB-1260	0.400	0.207	ug/L
			PCB-1262	0.400	0.160	ug/L
			PCB-1268	0.400	0.0840	ug/L
		Surrogate Cpnd				
			Tetrachloro-m-xylene			
			DCB Decachlorobiphenyl (Surr)			
				RL	MDL	Units
Water	8151A	Herbicides (GC)	2,4-D	1.20	0.130	ug/L
			Silvex (2,4,5-TP)	1.20	0.110	ug/L
			2,4,5-T	1.20	0.120	ug/L
		Surrogate Cpnd				
			2,4-Dichlorophenylacetic acid			
				RL	MDL	Units
Water	6010D	Priority Pollutant Metals (ICP-Trace)	Antimony	0.0120	0.00321	mg/L
			Arsenic	0.00800	0.00277	mg/L
			Beryllium	0.00400	0.000560	mg/L
			Cadmium	0.00500	0.000710	mg/L
			Chromium	0.0100	0.00185	mg/L
			Copper	0.0100	0.00461	mg/L
			Lead	0.0150	0.0124	mg/L
			Nickel	0.0100	0.00173	mg/L
			Selenium	0.0300	0.00830	mg/L
			Silver	0.0100	0.00124	mg/L
			Thallium	0.0100	0.00419	mg/L
			Zinc	0.0100	0.00316	mg/L
				RL	MDL	Units
Water	7470A	Mercury (CVAA)	Mercury	0.000200	0.000140	mg/L

Air

Matrix	Method	Test Description	Analyte

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Air

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Air	TO-15	Volatile Organic Compounds (GC/MS)	Dichlorodifluoromethane	0.500	0.110	ppb v/v
			Freon 22	0.500	0.120	ppb v/v
			1,2-Dichlorotetrafluoroethane	0.200	0.0480	ppb v/v
			Chloromethane	0.500	0.150	ppb v/v
			n-Butane	0.500	0.200	ppb v/v
			Vinyl chloride	0.200	0.0210	ppb v/v
			1,3-Butadiene	0.200	0.0390	ppb v/v
			Bromomethane	0.200	0.0710	ppb v/v
			Chloroethane	0.500	0.180	ppb v/v
			Bromoethene(Vinyl Bromide)	0.200	0.0500	ppb v/v
			Trichlorofluoromethane	0.200	0.0500	ppb v/v
			Freon TF	0.200	0.0530	ppb v/v
			1,1-Dichloroethene	0.200	0.0260	ppb v/v
			Acetone	5.00	1.60	ppb v/v
			Isopropyl alcohol	5.00	1.60	ppb v/v
			Carbon disulfide	0.500	0.130	ppb v/v
			3-Chloropropene	0.500	0.120	ppb v/v
			Methylene Chloride	0.500	0.180	ppb v/v
			tert-Butyl alcohol	5.00	1.20	ppb v/v
			Methyl tert-butyl ether	0.200	0.0360	ppb v/v
			trans-1,2-Dichloroethene	0.200	0.0230	ppb v/v
			n-Hexane	0.500	0.110	ppb v/v
			1,1-Dichloroethane	0.200	0.0250	ppb v/v
			Methyl Ethyl Ketone	0.500	0.490	ppb v/v
			cis-1,2-Dichloroethene	0.200	0.0210	ppb v/v
			1,2-Dichloroethene, Total	0.400	0.0210	ppb v/v
			Chloroform	0.200	0.0410	ppb v/v
			Tetrahydrofuran	5.00	1.30	ppb v/v
			1,1,1-Trichloroethane	0.200	0.0440	ppb v/v
			Cyclohexane	0.200	0.0580	ppb v/v
			Carbon tetrachloride	0.200	0.0220	ppb v/v
			2,2,4-Trimethylpentane	0.200	0.0380	ppb v/v
			Benzene	0.200	0.0440	ppb v/v
			1,2-Dichloroethane	0.200	0.0930	ppb v/v
			n-Heptane	0.200	0.0550	ppb v/v
			Trichloroethene	0.200	0.0250	ppb v/v
			Methyl methacrylate	0.500	0.140	ppb v/v
			1,2-Dichloropropane	0.200	0.0940	ppb v/v
			1,4-Dioxane	5.00	0.0820	ppb v/v
			Bromodichloromethane	0.200	0.0500	ppb v/v
			cis-1,3-Dichloropropene	0.200	0.0450	ppb v/v
			methyl isobutyl ketone	0.500	0.130	ppb v/v
			Toluene	0.200	0.0620	ppb v/v
			trans-1,3-Dichloropropene	0.200	0.0540	ppb v/v

Prepared for:
AnneMarie Fortune
Stone Environmental
535 Stone Cutters Way
Montpelier, VT 05602
afortune@stone-env.com | Tel: (847) 452-3069

Prepared by: Hobart, Paul
Date: 10/7/2024 Expiration Date: 1/2/2025

Project: CVRPC and NRPC Brownfield Programs

Quote Number: 62003618 - 0

Air

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			1,1,2-Trichloroethane	0.200	0.0740	ppb v/v
			Tetrachloroethene	0.200	0.0210	ppb v/v
			Methyl Butyl Ketone (2-Hexanone)	0.500	0.150	ppb v/v
			Dibromochloromethane	0.200	0.0630	ppb v/v
			1,2-Dibromoethane	0.200	0.0420	ppb v/v
			Chlorobenzene	0.200	0.0440	ppb v/v
			Ethylbenzene	0.200	0.0690	ppb v/v
			m,p-Xylene	0.500	0.0950	ppb v/v
			Xylene, o-	0.200	0.0630	ppb v/v
			Xylene (total)	0.700	0.0520	ppb v/v
			Styrene	0.200	0.0590	ppb v/v
			Bromoform	0.200	0.120	ppb v/v
			Cumene	0.200	0.0410	ppb v/v
			1,1,2,2-Tetrachloroethane	0.200	0.0430	ppb v/v
			4-Ethyltoluene	0.200	0.0490	ppb v/v
			1,3,5-Trimethylbenzene	0.200	0.0470	ppb v/v
			2-Chlorotoluene	0.200	0.0460	ppb v/v
			1,2,4-Trimethylbenzene	0.200	0.0800	ppb v/v
			4-Isopropyltoluene	0.200	0.0610	ppb v/v
			1,3-Dichlorobenzene	0.200	0.0740	ppb v/v
			1,4-Dichlorobenzene	0.200	0.0890	ppb v/v
			Benzyl chloride	0.200	0.0880	ppb v/v
			1,2-Dichlorobenzene	0.200	0.0660	ppb v/v
			1,2,4-Trichlorobenzene	0.500	0.330	ppb v/v
			Hexachlorobutadiene	0.200	0.110	ppb v/v
			Naphthalene	0.500	0.300	ppb v/v

EUROFINS ENVIRONMENT TESTING NORTHEAST, LLC
TERMS AND CONDITIONS OF SALE (Short Form)

When a purchaser ("Client") places an order for laboratory, consulting or sampling services from Eurofins Environment Testing Northeast, LLC ("EETNE"), a Delaware limited liability company, EETNE shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of EETNE's offer to do *business* under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at an EETNE laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by EETNE in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to EETNE in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable EETNE to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, EETNE will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when EETNE has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, EETNE reserves its rights to modify its turnaround time commitment, change the date upon which EETNE will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 EETNE reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of EETNE: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to EETNE by the Client; or
c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where EETNE provides courier services. In no event will EETNE have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from EETNE's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to EETNE's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 EETNE reserves the right to begin processing samples upon receipt, unless the Client specifically notifies EETNE in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. EETNE shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

2. PAYMENT TERMS

2.1 Services performed by EETNE will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with EETNE. For clients with approved credit, payment terms are net 30 days from the date of invoice by EETNE, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one- and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging, and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, EETNE reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work, and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. EETNE reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by EETNE after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. EETNE will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. EETNE's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client upon thirty (30) day written notice to EETNE. EETNE will be compensated consistent with Section 2 of these Terms and Conditions. EETNE will complete all work in progress and be paid in full for all work complete, including all costs incurred and reasonable profit margin, even if EETNE does not issue a final or partial report.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, EETNE will use appropriate and approved analytical test methods. EETNE has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. EETNE reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or EETNE's Laboratory Quality Manuals. Client may request that EETNE perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, EETNE will proceed with analyses under its standard Quality Manuals then in effect. EETNE will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 EETNE shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less,

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unless the Client has specifically requested that EETNE hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, EETNE will use its best efforts to meet holding times and will proceed with the work provided that, in EETNE's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with EETNE's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 EETNE warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to EETNE prior to Sample Delivery Acceptance. EETNE will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by EETNE in connection with any services performed by EETNE or any results generated from such services, and EETNE gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of EETNE is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by EETNE will be limited to repeating any services performed, contingent on the Client's providing, at the request of EETNE and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, EETNE's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars ($150) per sample, whichever is less.

4.6 EETNE's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or $100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after EETNE's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall EETNE be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall EETNE have any responsibility or liability to the Client for any failure or delay in performance by EETNE that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of EETNE. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond EETNE's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to EETNE or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by EETNE of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by EETNE for performance of work will be retained by EETNE. Client shall not disclose such information to any third party without EETNE's express prior consent.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by EETNE shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay EETNE for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the results delivered by EETNE be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold EETNE's right to independently defend its data.

5.4 EETNE reserves the right to perform the services at any laboratory in the EETNE network. If a Client has requested a particular location for the work, EETNE will inform the Client when operational constraints require the work to be performed at another EETNE location. In addition, EETNE reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in EETNE's sole judgment, it is reasonably necessary, appropriate or advisable to do so. EETNE will in no way be liable for any subcontracted services (outside the EETNE network) except for work performed at laboratories which have been audited and approved by EETNE.

5.5 EETNE will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. EETNE reserves the right to return to the Client any sample or unused portion of a sample that is not within EETNE's permitted capability or the capabilities of EETNE's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless
prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, EETNE agrees to retain all records for five (5) years.

5.7 If EETNE is required to respond to legal process related to services for Client, Client agrees to reimburse EETNE for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at EETNE's current published rates.

6. INSURANCE

6.1 During the performance of services under these Terms and Conditions, EETNE shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over EETNE's employees who are engaged in the performance of the work. EETNE shall also maintain during such period Comprehensive General and Contractual Liability (limit of $1,000,000 per occurrence; $2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired ($1,000,000 combined single limit), Professional Liability Insurance (limit of $5,000,000 per claim/aggregate), and Pollution Liability Insurance (limit of $1,000,000 per claim/aggregate).

7. MISCELLANEOUS PROVISIONS

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by EETNE, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or

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agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and EETNE. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where EETNE's services are performed.

7.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

7.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.

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Competitive

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040
Telephone: 860.645.1102 • Fax: 860.645.0823

QUOTATION

Date:	08/10/23
Valid Until:	12/31/24
Quote Number:	ST080923BA
Page:	1 of 2

To: Attn: Rudy Bentlage
Stone Environmental, Inc.
535 Stone Cutters Way
Montpelier, VT 05602

Project Name:	Windham Regional Brownfields Reuse
Project Number:	
Report Type:	Standard
Matrix:	Soil/GW
Turnaround Time:	Standard 7 business days

ORGANICS

Acid & Base Neutral Extractables (8270)	$168.00	PCBs (8082)	$55.00
Acid & Base Neutral Extractables (8270) GW SIM	$175.00	Petroleum Hydrocarbon Scan (DRO)	$54.00

METALS

Priority Pollutant 13 Metals (w/digestion)	$92.00

Surcharges:

24 Hour TAT	75 %	MS/MSD Samples	charged as samples
48 Hour TAT	50 %	Encore Samplers	$8.00 each
72 Hour TAT	25 %	Waste Disposal Fee (per sample)	$2.00
4 Day TAT	15 %	Waste Disposal Fee (Bacteria only) per sample	$0.75
5 Day TAT	10 %	Teflon Tubing (per foot)	$1.75
Data Package	10% of total invoice		

Competitive

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040
Telephone: 860.645.1102 • Fax: 860.645.0823

QUOTATION

Date:	08/10/23
Valid Until:	12/31/24
Quote Number:	ST080923BA
Page:	2 of 2

To: Attn: Rudy Bentlage
Stone Environmental, Inc.
535 Stone Cutters Way
Montpelier, VT 05602

Project Name:	Windham Regional Brownfields Reuse
Project Number:	
Report Type:	Standard
Matrix:	Soil/GW
Turnaround Time:	Standard 7 business days

Comments:

An annual increase of 3% will be applied after the first year.

Standard Phoenix report includes results and batch QC. If a Data Package is required, a surcharge will apply.

Samples are held for 30 days. If you require us to hold samples past the standard 30 day period, please note that on the chain upon sample submittal.

QA/QC samples such as MS/MSD, FB, Equipment blanks are charged as samples.

SUBCONTRACTED ANALYSES
Subcontracted Analyses have a longer TAT and are subject to different rush surcharges. Inflationary surcharges that are implemented by the subcontracted laboratory will be invoiced as a separate line item. These charges are at the discretion of the subcontract lab and are passthrough charges that we do not control.

PFAS Drinking Water method requirement: Each sample set must include a Field Blank (FB). A sample set is defined as samples collected from the same site and at the same time.
PFAS NPW & solid matrices methods do not require field blanks; however, they are recommended.

Sample containers and courier service provided at no additional charge. Coordination may be required if there are short-hold analyses.

Please reference quote number on chain of custody for proper project invoicing.

Add 6.35% CT State Sales tax to above prices, unless you are tax exempt.

Prices quoted are considered confidential and non transferable. Standard Payment terms are Net 30 days:

Authorized by:

Bobbi Aloisa

Bobbi Aloisa, Vice President/Director of Client Services
bobbi@phoenixlabs.com

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike P.O.Box 370,Manchester,CT 06040
Telephone: 860 645 1102 Fax: 860 645 0823

PHOENIX ENVIRONMENTAL LABORATORIES, INC.
EXECUTIVE SUMMARY

Phoenix Environmental Laboratories, Inc. was formed in 1988, and has operated its laboratory at 587 East Middle Turnpike, Manchester, CT since its inception.

Over the past 26 years, Phoenix has grown from a small local laboratory to one of the larger full service laboratories in the region. During that span of time Phoenix has established a regional office in Niskayuna, NY. Phoenix Environmental Laboratories, Inc. is NELAC certified, and holds certifications in Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Pennsylvania.

Phoenix has a stable workforce of highly qualified chemists, technicians and professionals. The staff has been expanded steadily to meet and stay ahead of our pattern of growth. This planned growth has enabled us to consistently improve quality.

Phoenix Environmental Laboratories, Inc. offers quality service, a standard five working day turnaround time, and very competitive prices. We have a skilled and dedicated Client Services staff to ensure that each client has immediate response to information concerning their projects. The Client Services staff has direct access to all of the laboratory's technical staff, to answer any questions that may arise.

The level of automation has been consistently upgraded as the company has grown during its 33-year history. Automated instrumentation and equipment are selected to provide improved consistency, accuracy, and dependability of analysis. This helps to maintain high capacity, consistent quality, and rapid response. Phoenix is committed to this standard of operation and has increased our scope of continuous equipment and instrumentation purchase and upgrade. Duplication of major instrumentation prevents delays due to equipment downtime.

We are a service-oriented laboratory, making the needs of each client a priority. Courier service is available at your place of business or on-site. A well-staffed second shift ensures that sample preparation proceeds on the same day that samples are received. This is of particular significance where priority turnaround is requested.

The laboratory lists among its clients large engineering firms, municipal and State organizations, hazardous waste remediation firms, and industrial clients of varying size. Phoenix Environmental Laboratories, Inc. is well qualified to participate in a wide range of projects in the environmental field.

ABSOLUTE
SPILL RESPONSE, LLC

TIME AND MATERIAL RATES 2023

	BASE	ER	HOLIDAY
Personnel			
Senior Scientist	$135/hour	$145	
Staff Scientist	$95/hour	$105	$142.50
Spill Response Manager	$100/hour	$110	
Project Manager/Supervisor	$100/hour	$110	
Environmental Coordinator	$95/hour	$105	
Foreman	$80/hour	$90	
Equipment Operator/CDL Driver	$80/hour	$90	$120
Field Technician	$75/hour	$85	$112.50
Clerical	$60/hour	N/A	N/A
Per Diem/person	$300/each		
Equipment & Materials			
Air Compressor (<50 CFM, with 100' hose)	$120.00/shift		
Air Compressor (>150 CFM, with 100' hose)	$250.00/shift		
Air Compressor (50-150 CFM, with 100' hose)	$155.00/shift		
Carbon Treatment Units, Vapor Phase (includes Carbon)	$700.00/unit		
Carbon, Activated, For Vapor Treatment Units (50 pounds)	$105.00/bag		
Carbon, Activated, For Water Treatment Units (50 pounds)	$100.00/bag		
Drum Cart	$42.00/shift		
Exhaust Fan, Explosion Proof (<24")	$86.00/shift		
Exhaust Fan, Explosion Proof (>24")	$98.00/shift		
Extension Cord (100') (With GFCI as Required)	$7.00/shift		
Generator (2500 to 5000 watt)	$175.00/shift		
Generator (Less than 2500 Watt)	$94.00/shift		
Heater, Salamander	$62.00/shift		
Hose, Air Compressor, 50' Length	$15.00/shift		
Hose, Garden	$7.00/shift		
Hose, Transfer (1"), 10' Length	$9.00/shift		
Hose, Transfer (2"), 10' Length	$10.00/shift		
Hose, Transfer (3"), 10' Length	$14.00/shift		
Hose, Transfer (4"), 10' Length	$18.00/shift		
Hose, Transfer (6"), 10' Length	$25.00/shift		
Jackhammer Electric	$180.00/shift		

Absolute Spill Response, LLC
21 Metro Way, Suite 7
PO Box 309
Barre, VT 05641
802.242.2011

Jackhammer, Air (50’ Hose)	$110.00/shift
Ladder-Extension	$49.00/shift
Ladder, Manhole	$32.00/shift
Lamp, Explosion Proof	$44.00/shift
Pallet Jack	$60.00/shift
Plate Tamper or Jumping Jack	$145.00/shift
Pressure Washer, Cold Water	$170.00/shift
Regenerative Blower (Rotron 1 HP)	$189.00/shift
Saw, Chain	$96.00/shift
Saw, Cut-off with Blade (Hand Held)	$154.00/shift
Saw, Cut-off with Blade (14” Walk Behind, Diamond Tip Blades Additional)	$198.00/shift
Saw, Reciprocating with Blade	$55.00/shift
Hose, Vacuum, Disposable, Corrugated (4” x 100’)	$180.00/roll
Hose, Vacuum, Disposable, Corrugated (6”x 100’)	$315.50/roll
Poly Bag HD (85 Gallon)	$3.00/each
Polyethylene Sheeting, 6 MIL 20’ X 100’	$155.00/roll

Heavy Equipment, Vehicles & Trailers

Large Excavator (up to 34,000 lb)	TBD
Mid-size Excavator (up to 29,000 lb)	TBD
Mini-excavator	$500.00/day
Skid Steer	$450.00/day
Sweeper Attachment for skid steer	$150.00/day
Compactor – plate	$115.00/day
Drill Rig	Case-by-case
Hydro Vacuum w/operator	$200.00/hour
Box Truck	$65.00/hour
Service Truck (permitted)	$55.00/hour
	$400.00/shift
Dump Truck (small)	$60.00/hour
	$400.00/shift
Emergency Response Trailer	$500.00/shift
Pick-up/Foreman Truck	$43.00/hour
	$300.00/shift
Vacuum Truck w/operator	$230.00/hour
	$300.00/shift
Equipment Trailer	$150.00/day

Marine Equipment

Response Boat	$570.00/day
Boat trailer	$100.00/day
Marine PPE (per person)	$75.00/day

Personal Protective Equipment

Level A PPE (SCBA, Level A Suit)	$375.00/day
Level B PPE (Tyvek, Nitrile gloves, SCBA, PVC gloves, yellow boots)	$255.00/day
Level C PPE (Tyvek, Nitrile gloves, PVC gloves, Full Face Resp, yellow boots)	$100.00/day
Poly Coated Tyvek (yellow)	$45.00/each
SCBA	$90.00/day
SCBA bottle refill	$45.00/bottle
PVC gloves	$12.00/pair
Boot covers – Hazmat (7940-XXL Yellow)	$14.00/pair
Boots, PVC with steel toe	$80.00/pair
Chest waders	$45.00/pair
Hip waders	$35.00/pair
PVC rain suit	$50.00/each
CSE equipment	$200.00/day
Respirator	$45.00/day
OV cartridge /P100	$58.00/pair
Acid Gas cartridge	$50.00/pair
Multi gas cartridges	$55.00/pair
Mercury Vapor cartridges	$68.00/pair
P100 disks	$17.00/pair

Instrumentation

4 Gas Meter	$160.00/day
PID	$125.00/day
Metal Detector	$30.00/day
Oil/water interface probe	$75.00/shift

Containers

55 gallon open top metal (recon)	$65.00/drum
55 gallon closed top metal (new)	$95.00/drum
55 gallon open top poly	$85.00/drum
55 gallon closed top poly	$95.00/drum
30 gallon open top metal	$75.00/drum
30 gallon closed to metal	Case by Case
15 gallon open top poly (Recon)	$48.00/drum
5 gallon open top poly	$30.00/pail
Cubic yard box/pallet	$175.00/cyb
85 gallon open top metal	$400.00/drum
95 gallon open top poly	$450.00/drum
275 gallon tote	$450.00/tote

Absorbents

Oil absorbent boom (5”x10’)	$255.00/bale
Vermiculite	$62.00/bag
Speedi-dri	$25.00/bag
Oil only pads	$115.00/bale
Universal pads	$150.00/bale
Harbor boom	$2.50/foot/day

Pumps

Drum head vacuum	$150.00/day
Inviro vacuum	$350.00/day
Pneumatic pump	$95.00/day
Submersible pump (1”)	$75.00/day
Submersible pump (2”)	$100.00/day
Submersible pump (3”)	$125.00/day
Trash pump	$225.00/day

Lab Analysis

Ignitability- flash	$55.00/sample
Corrosivity	$30.00/sample
Reactivity	$85.00/sample
TCLP RCRA 8 metals	$160.00
8260 (Full list)	$150.00
TCLP 8260 (Full list)	$225.00
8270 (SVOC)	$225.00
TCLP 8270 (SVOC)	$275.00
TPH GRO	$125.00
TPH DRO	$125.00
PCB (8082)	$110.00
TCLP Benzyne	$90.00/sample

Absolute Spill Response, LLC
21 Metro Way, Suite 7
PO Box 309
Barre, VT 05641
802.242.2011

Time & Material Rates 2023

General Terms

1. Charges for labor and equipment rentals will be invoiced on a portal-to-portal basis from start to completion of the job, for loading and unloading and mobilization and demobilization of equipment and materials. Minimum call out time if four hours per person and per item of equipment.

2. Time and one-half charges apply before 7:30 am and after 4:30 pm weekdays and all-day Saturday. Double time will apply to all hours worked on Sunday and Holidays. Holidays include National holidays, Christmas Eve and New Year's Eve, and the day after Thanksgiving.

3. All rates for operating equipment do not include operators. Operating equipment is not rented without operators.

4. The shift rate, where applicable is for an eight-hour shift. Each incremental hour beyond the first eight-hour shift is charged at the appropriate hourly rate. The day rate where applicable is for 24-hour day.

5. A minimum per diem allowance of two hundred twenty-five dollars ($225.00) per employee, per day, will be assessed to cover lodging and meals where work of more than one day's duration when the employee is unable to return to home base due to project requirements. The allowance is subject to change based on the area served.

6. All equipment and materials will be clean and in working order at the completion of each job. Cleaning, repair, or replacement charges will be charged for equipment and materials contaminated or damaged by site conditions. Equipment contaminated or damaged beyond repair will be charged at actual replacement cost plus twenty percent (20%) if not listed in the Time Material Rates. Cleaning costs and disposal costs for wastes generated during truck and trailer costs will be charged at Time and Material Rates.

7. Waste disposal prices will be quoted after a representative sample is obtained and a TSDF approval request form is complete. All costs for off specification, or other charges not known to Absolute Spill Response, LLC at the time of the quotation, will be charged invoice cost plus a twenty percent (20%) processing fee.

8. UST Closure Report (for tank closures) and Project Reports will be billed at Time & Material Rates or quoted rates per job in addition to field costs.

9. Other Materials/Equipment/Services not specifically listed in the Time and Material Rates and any items not quoted will be charged at invoice cost plus twenty-five percent (25%).

10. Equipment and Material not available at the time required may result in a rental price that is higher than the listed Time and Material Rates.

11. All product (supplies and material) prices are F.O.B. origin, applicable freight charges will be included in final customer invoices.

12. Payment Terms – Terms should be cash, check or credit card in advance, or net 10 days after completion of a credit application and credit approval. Absolute Spill Response, LLC does not agree to "pay when paid" clauses. Any discrepancies with invoices must be addressed in writing within 30 days from date of invoice or invoice will be considered acceptable as is and payment will be expected in full within the agreed payment terms. Finance charged of one and one-half percent (1.5%) per month will be due on payments past due after sixty days from date of invoice.

13. Applicable Taxes, including hazardous waste taxes, are in additional charge and are specifically excluded from the Time & Material Rates.

14. Delivery Charges – Delivery charges or shipping costs will be charged for delivery of supplies and materials.

15. A fuel surcharge will be applied to all invoices for fuel consuming equipment only.

16. Time & Material Rates are subject to change without notice.

Absolute Spill Response, LLC
21 Metro Way, Suite 7
PO Box 309
Barre, VT 05641
802.242.2011

ATLANTICRATE SCHEDULE – February 18, 2023

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Item	Description	Unit	Rate
PERSONNEL			
Field Personnel			
IC	Incident Commander	Hour	$250
RM	Emergency Response Manager	Hour	$225
SP	Senior Project Manager	Hour	$180
PM	Project Manager	Hour	$155
LO	Licensed Vessel Operator	Hour	$150
TM	Tankerman / PIC	Hour	$125
SU	Superintendent	Hour	$125
AM	Assistant Project Manager (Operations, Planning, Logistics, Finance)	Hour	$125
PS	Project Scientist / Field Chemist	Hour	$115
FS	Field Supervisor	Hour	$125
BT	Bio-Hazard Field Technician	Hour	$125
SM	Support Manager (Purchasing, Communications, Transportation, Decon)	Hour	$120
VO	Vessel Operator	Hour	$115
MC	Mechanic / Welder	Hour	$100
EO	Equipment Operator	Hour	$100
SF	Site Foreman	Hour	$105
MT	Marine Technician	Hour	$100
DR	Driver (Commercial)	Hour	$100
RT	Confined Space / Rescue Technician	Hour	$100
DH	Deckhand	Hour	$85
TE	Technician, Emergency Response (Hazwoper)	Hour	$85
ST	Laborer	Hour	$70
RC	Resource Coordinator (Dispatch, Warehouse, Logistics)	Hour	$117
Professional/Administration			
SRSA	Subcontracted Response Services Administration	Each	$350
CH	Certified Industrial Hygienist	Hour	$275
TR	Trainer	Hour	$170
HS	Health & Safety	Hour	$165
IS	Information Systems Technician	Hour	$130
SA	Senior Accountant	Hour	$125
PR	Purchaser / Subcontracts Administrator	Hour	$95
BA	Billing Analyst	Hour	$85
AS	Administrative Support / Accountant	Hour	$75
Special Operations			
SOXM	Project Manager XT (Reactive/Explosive/Cylinder/Compressed Gas)	Hour	$280
SOFM	Project Manager – Fire	Hour	$265
SOXT	Technician XT (Reactive/Explosive/Cylinder/Compressed Gas)	Hour	$220
SOFF	Fire Fighter	Hour	$190
SOWD	Welder (Hazardous Duty Welding)	Hour	$150
SOTE	Special Ops Technician	Hour	$90
EQUIPMENT			
Boom and Accessories			
1001	Anchor Gear, Set (1 anchor, chain, <90' rope, 1 buoy – add'l components $15/each)	Day	$45
1002	Boom Mooring Light	Day	$20
1012	Boom Vane	Day	$308

Item	Description	Unit	Rate
Boom and Accessories (continued)			
1003	Contractor Boom, up to 21"	Ft/Day	$3
1004	Petro Barrier, up to 24"	Ft/Day	$5
1005	Ocean Boom, up to 42"	Ft/Day	$15
1013	Desmi Speed Sweep Boom System	Day	$2,352
1007	Hydro-Boom System (boom, pumps, power pack, reel)	Day	Quote
1008	AmeriCan Fire Boom (500'/system minimum)	Day	Quote
1009	Oil Boom Inflator/Blowers	Day	$191
1010	Hull Magnets	Each/Day	$37
1011	Dual-Roller Boom Handler	Day	$404
Recovery Vessels			
2025	OSRV up to 126' (includes Master)	Day	$15,120
2026	46' Catamaran w/Disk Skimmer	Day	$6,244
2004	Belt Skimmer Vessel, Marco I-C	Hour	$650
Portable Recovery			
2002	Belt Skimmer, Marco Class XI-C	Day	$5,242
2005	Brush Skimmer, Lamor	Day	$4,727
2006	Brush Skimmer, Aquaguard RBS-40	Day	$3,276
2007	Brush Skimmer, Aquaguard RBS-25, 35G or 10 Twin	Day	$2,632
2008	Brush/Drum/Disc Skimmer, Aquaguard RBS-05	Day	$1,115
2027	Disc Skimmer, Crucial Magna ORD	Day	$1,092
2028	Disc Skimmer, Crucial ORD-XP	Day	$1,020
2029	Disc Skimmer, Hoyle T	Day	$1,496
2009	Disc Skimmer, MI-30, Komara 12K, USE Disc	Day	$2,352
2010	Disc Skimmer, Vikoma Sea Skimmer	Day	$2,621
2124	Disc Skimmer, X-150, Elastec	Day	$5,903
2030	Disc Skimmer, Crucial, Coated Disc 13/30	Day	$2,184
2031	VOSS Package (disc skimmer, power pack, hose, knuckle crane, boom vane)	Day	$4,984
2011	Drum Skimmer, Roto 70	Day	$4,592
2032	Drum Skimmer, Elastec 118G	Day	$2,632
2012	Drum Skimmer, Action Petroleum Model 60, 48	Day	$1,848
2013	Drum Skimmer, Action Petroleum Model 36	Day	$1,568
2014	Drum Skimmer, Action Petroleum Model 18, 24	Day	$1,048
2033	Drum Skimmer, Action Petroleum Model 12	Day	$751
2034	Drum Skimmer, Crucial Double DB-18H-36	Day	$1,031
2045	Drum Skimmer, Coated, Crucial 1CD-18H-36	Day	$1,495
2036	Rope Mop Skimmer, 8 Band	Day	$2,308
2037	Rope Mop Skimmer, 4 Band	Day	$1,557
2015	Rope Mop Skimmer, II-9	Day	$1,048
2016	Rope Mop Skimmer, I-4, II-4, II-6	Day	$790
2017	Rope Mop Skimmer Rope, 100'	Day	$146
2038	Vacuum System, Elastec Mini-Vac	Day	$1,154
2039	Vacuum System, Elastec PACS 1000	Day	$1,288
2040	Vacuum System, Transvac 500D	Day	$1,249
2018	Vacuum System, Vacuum Transfer Unit (VTU)	Day	$1,300
2019	Weir Skimmer, Desmi 250 or Terminator	Day	$4,592
2041	Weir Skimmer, Elastec Sea Skater	Day	$2,072
2044	Weir Skimmer, Elastec Ocean Skater	Day	$3,052
2020	Weir Skimmer, Foilex, vacuum	Day	$1,960

Item	Description	Unit	Rate
Portable Recovery (continued)			
2021	Weir Skimmer, Foilex, hydraulic	Day	$3,276
2022	Weir Skimmer, Cascade LP 3000 or Vikoma Fastflow	Day	$2,100
2023	Weir Skimmer, Skimpak or Oleo, 2" or 3"	Day	$437
2042	Weir Skimmer, Floating (Desmi Mini-Max, Duckbill, Manta)	Day	$437
2043	Weathered Oil, USE SWORD (dewatering Bags $85/ea add'l)	Day	$2,313
Temporary Storage			
3001	Bladder/Pillow Tank, 24 barrel	Day	$331
3002	Bladder Tank, 25 - 100 barrel	Day	$656
3003	Bladder Tank, 101 - 240 barrel	Day	$1,305
3032	Bladder Tank, Canflex, 300 barrel	Day	$936
3033	Bladder Tank, Canflex, 600 barrel	Day	$1,400
3004	Container, Intermodal or Connex Storage, 20' (plus delivery and P/U)	Day	$31
3005	Container, Intermodal or Connex Storage, 40' (plus delivery and P/U)	Day	$62
3006	Roll-off Bins, up to 20 cu yd (plus delivery and P/U)	Day	$35
3007	Roll-off Bins, over 20 to 40 cu yd (plus delivery and P/U)	Day	$45
3013	Roll-off Bins (Vacuum Box), up to 25 cu yd (plus delivery and P/U)	Day	$90
3031	Storage Tank, up to 250 bbl/10,500 gal (plus delivery and P/U)	Day	$62
3023	Storage Tank, (Frac Tank), 250 bbl/10,500 gal (plus delivery and P/U)	Day	$75
3015	Storage Tank, (Frac Tank), 500 bbl/21,000 gal (plus delivery and P/U)	Day	$140
3014	Tank Barge	Day	$15,120
3011	Tank Barge or Barge Set, up to 238 bbl	Day	$1,960
Support Vessels			
4012	OSRV up to 150'-180' (includes Master)	Day	$21,616
4002	Response Vessel, 65'	Hour	$488
4028	Response Vessel, 55' - 64'	Hour	$409
4029	Response Vessel, 45' - 54'	Hour	$348
4030	Response Vessel, 35' - 44'	Hour	$292
4004	Response Vessel, 30' - 34'	Hour	$213
4005	Response Vessel, 25' - 29'	Hour	$168
4006	Response Vessel, 16'- 24'	Hour	$145
4007	Skiffs w/outboard, 15' or less	Hour	$68
4008	Skiffs w/o outboard	Hour	$40
4028	John Boat (15' and under)	Day	$207
Excavation			
5001	Backhoe 2wd, 65 hp, 14' depth	Day	$475
5003	Backhoe Attachment, Breaker	Day	$280
5004	Backhoe Attachment, Compactor	Day	$175
5013	Bobcat, Skidsteer or equivalent 50-55hp, or 4 WD, backhoe.	Day	$675
5022	Compaction, Sheepsfoot or Roller	Day	$600
5021	Dump Truck, 5 cu yd, w/ Plow & Sander	Hour	$230
5007	Excavator, Mini	Day	$850
5008	Excavator, up to 37,000 lb.	Day	$1,115
5009	Excavator, 38,000 to 53,000 lb.	Day	$1,375
5010	Excavator, over 53,000 lb.	Day	$1,950
5017	Excavator, over 100,000 lb.	Hour	$330
5011	Excavator Attachment, Thumb or Wheel	Day	$475
5012	Excavator Attachment, Hammer	Day	$725
5014	Hydraulic Attachment, Breaker, Compactor or Grapple	Day	$230

Item	Description	Unit	Rate
Excavation (continued)			
5026	Skidsteer Attachment	Day	$125
5015	Loader, up to 3.5 cu yd	Day	$840
Trailers			
6001	Trailer, Confined Space Entry/Rescue	Day	$1,725
6002	Trailer, Decon, up to 24'	Day	$650
6003	Trailer, Dump, 7,000 – 12,000 lb.	Day	$325
6004	Trailer, Dump, Side/End, 18 yd.	Hour	$50
6005	Trailer, Emergency Response, up to 24'	Day	$625
6000	Trailer, Emergency Response, 25'-39'	Day	$725
6006	Trailer, Emergency Response, 40'- 48'	Day	$775
6007	Trailer, Equipment, Utility, 1-2 ton	Day	$135
6008	Trailer, Equipment, Utility, 3-10 ton	Day	$330
6009	Trailer, Flatbed, up to 48'	Day	$300
6010	Trailer, Incident Command Center, 24'	Day	$840
6011	Trailer, Incident Command Center, 48'	Day	$1,800
6012	Trailer, Low Boy	Day	$395
6013	Trailer, MTR (boom, boat, skimmer add'l if deployed)	Day	$450
6014	Trailer, Office	Day	$250
6044	Trailer, Roll Off Bin, Double Rail Trailer	Hour	$90
6016	Trailer, Side Dump, 3 axle	Day	$785
6017	Trailer, Tilt Top, 26 ton	Day	$330
6018	Trailer, Van, up to 48'	Day	$365
6045	Trailer, Vessel Transport	Day	$1,400
6019	Trailer, Water Buffalo (up to 500 Gallons, with pump)	Day	$265
6020	Trailer, Wildlife Response and Rehab (supplies add'l)	Day	$3,275
6021	Trailer, Wildlife Search & Collection	Day	$1,325
6022	Trailer, Wildlife Support	Day	$475
Trucks			
7001	Tractor, Diesel	Hour	$84
7003	Truck, Crane, 1 ton - 6 ton	Hour	$90
7007	Truck, Dump, up to 10 yard	Hour	$85
7008	Truck, Dump, over 10 yard	Hour	$90
7009	Truck, Dump, over 10 yard with pup	Hour	$95
7016	Truck, Flatbed or Van, 2-Axle, up to 24'	Hour	$95
7010	Truck, Gear, less than 1 ton	Hour	$35
7012	Truck, Gear, 1 ton	Hour	$55
7014	Truck, Gear, 2 ton - 5 ton	Hour	$95
7017	Truck, Hazmat Response, up to 26'	Hour	$100
7018	Truck, Marine Response	Hour	$70
7019	Truck, Roll Off Bin, Bobtail	Hour	$120
7021	Truck, Water, up to 3000 Gallons	Hour	$130
7022	Truck, Mobile Communications & Command Unit, 34'	Day	$1,200
Vacuum Trucks/Trailers			
8001	Guzzler/Air Mover (filters add'l)	Hour	$218
8018	HydroExcavator (attachments additional)	Hour	$275
8017	Hi-Rail Air Mover w/ Air-spade	Hour	$300
8008	Sweeper - Vacuum & Brush	Hour	$165
8002	Vactor/Jetter - Combo Unit (attachments add'l)	Hour	$245

Item	Description	Unit	Rate
Vacuum Trucks/Trailers (continued)			
8003	Vacuum Trailer, 120 -130 bbl., Black Iron	Hour	$90
8004	Vacuum Trailer, 120 -130 bbl., Stainless	Hour	$110
8006	Vacuum Truck, 35 – 80 bbl.	Hour	$115
8007	Vacuum Trailer, less than 50 bbl.	Hour	$40
Vehicles			
9003	Auto, Personnel or Support	Day	$205
9008	Crew, Response or Utility Vehicle, 4wd, or 2wd	Day	$350
9004	Van, MTR (boom, boat, skimmer add'l if deployed)	Day	$530
9005	Van, Maintenance, Personnel or Support	Day	$220
9006	Wildlife Transport-Care Vehicle/Trailer	Day	$840
Blowers/Compressors			
1101	Air Compressor, up to 100 CFM	Day	$186
1102	Air Compressor, 100 to 185 CFM	Day	$310
1103	Air Compressor, 210 to 375 CFM	Day	$490
1104	Blower, Coppus, Electric/Pneumatic	Day	$221
1105	Blower, Negative Air Exhaust, 6" (consumables add'l)	Day	$100
1106	Blower, Negative Air Exhaust, 12" (consumables add'l)	Day	$145
1107	Blower, Venturi, Horn	Day	$45
1108	Exhaust Duct, 25' x 6", 10" or 12"	Day	$40
Pressure Washers			
1214	Dump-Style Gun, Foot Operated, up to 20k psi	Day	$115
1215	Dump-Style Gun, Single, Safety Surround, up to 40k	Day	$170
1216	Dump-Style Gun, Dual, Safety Surround, up to 20k psi	Day	$170
1217	Dump-Style Gun, Multi Gun Valve Control System	Day	$140
1219	Flange Mount Anti-Withdrawal Device	Day	$30
1206	Flexible Lance, 50', Rigid Tip, Foot Pedal, up to 5k psi	Day	$95
1212	Flexible Lance, 50', Rigid/Spinner Tip, Foot Pedal, 5k	Day	$165
1211	Flexible Lance, 50', Foot Pedal, up to 20k psi	Day	$165
1221	Flexible Lance, 50', Foot Pedal, up to 40k psi	Day	$185
1202	Hydroblaster, 6,000 psi	Hour	$70
1203	Hydroblaster, 10,000 psi	Hour	$224
1204	Hydroblaster, 20,000 psi	Hour	$240
1222	Hydroblaster, 40,000 psi	Hour	$280
1209	Jetter Trailer	Hour	$125
1218	Pipe Centralizer, 8" – 36" Diameter	Day	$45
1207	Pressure Washer, up to 3,000 psi, single	Day	$330
1210	Pressure Washer, trailered, up to 5,000 psi	Day	$785
1208	Pressure Washer, 3,000 to 5,000 psi	Day	$627
1205	Remote Tank Cleaning (Gamajet) Head	Day	$395
1201	Specialty Nozzles up to 5k psi (Roto, fogging, etc.)	Day	$65
1213	Specialty Nozzles over 5k psi (Rotating multi-tip)	Day	$110
Pumps			
1311	Drum Vacuum (consumables add'l)	Each/Day	$200
1300	Pump, Up to 1", Chemical, Hand Operated	Each/Day	$185
1301	Pump, up to 1", Petroleum	Each/Day	$80
1302	Pump, up to 1", Chemical	Each/Day	$134
1303	Pump, 2", Petroleum	Each/Day	$115
1304	Pump, 2", Chemical	Each/Day	$278

Item	Description	Unit	Rate
Pumps (continued)			
1305	Pump, 2", Chemical Peristaltic	Each/Day	$450
1306	Pump, 3", Petroleum	Each/Day	$135
1307	Pump, 3", Chemical	Each/Day	$395
1312	Pump, 3", Hydraulic (Archimedes/MT30) w/power pack	Each/Day	$1,960
1308	Pump, 4", Petroleum	Each/Day	$225
1309	Pump, 4", Petro-Submersible	Each/Day	$420
1324	Pump, Fire, 1800 gpm 150psi	Each/Day	$2,250
1325	Pump, Sludge	Each/Day	$1,000
1310	Pump, 5"- 6", Petroleum	Each/Day	$535
1316	Pump, Double Diaphragm, Stainless Steel, 1"	Each/Day	$265
1317	Pump, Double Diaphragm, Stainless Steel, 2"	Each/Day	$395
Hoses/Pipes/Fittings			
1405	Guzzler/Air Mover Vacuum Breaker	Day	$45
1406	Guzzler/Air Mover/Jetter Fittings (elbows, tees, etc.)	Each/Day	$14
1415	Hose, Discharge (lay flat), 2"	50 Ft/Day	$14
1416	Hose, Discharge (lay flat), 3"	50 Ft/Day	$19
1417	Hose, Discharge (lay flat), 4"	50 Ft/Day	$26
1418	Hose, Discharge (lay flat), 6"	50 Ft/Day	$32
1401	Hose, Fire, 1.5"	50 Ft/Day	$28
1402	Hose, Fire, 2.5"	50 Ft/Day	$34
1403	Hose, Guzzler/Air Mover, Pipe, 4"	Ft/Day	$8
1404	Hose, Guzzler/Air Mover, Pipe, 6"	Ft/Day	$9
1420	Hose, Hydraulic	50 Ft/Day	$28
1428	Hose, Hydroblaster, up to 40,000 psi	50 Ft/Day	$185
1407	Hose, Pneumatic	50 Ft/Day	$14
1429	Hose, Pressure Washer, up to 6,000 psi	50 Ft/Day	$28
1400	Hose, Suction & Discharge, 1", Petro or Chemical	25 Ft/Day	$34
1408	Hose, Suction & Discharge, 2", Petro	25 Ft/Day	$21
1409	Hose, Suction & Discharge, 2", Chemical	25 Ft/Day	$46
1410	Hose, Suction & Discharge, 3", Petro	25 Ft/Day	$34
1411	Hose, Suction & Discharge, 3", Chemical	25 Ft/Day	$60
1412	Hose, Suction & Discharge, 4", Petro	25 Ft/Day	$46
1413	Hose, Suction & Discharge, 4", Chemical	25 Ft/Day	$87
1414	Hose, Suction & Discharge, 6", Petro	25 Ft/Day	$68
1424	Hose, Teflon, 1" Rubber Jacketed or 2" Stainless Braid	Ft/Day	$51
1419	Hose, Wash, up to 1"	50 Ft/Day	$14
1435	Stinger, Hose Attachment	Day	$40
Support			
1591	7 BBL Spill Kit (delivery add'l)	Day	$700
1501	Air Knife	Day	$195
1555	Bag Filter System, Single (Bag filters add'l)	Day	$80
1502	Bag Filter System, Dual Pod (Bag filters add'l)	Day	$95
1567	Banding Equipment, 2-inch	Hour	$45
1583	Butane Flare Kit (includes hoses and nitrogen)	Day	$140
1503	Carbon Filtration System	Day	Quote
1504	Chipping Gun, Pneumatic	Day	$70
1505	Compactor, Hand Operated	Day	$200
1596	Containment, Storage Tank	Day	$65

Item	Description	Unit	Rate
Support (continued)			
1506	Decon Cleaning Pool, Portable 10' x 15'	Day	$165
1507	Decon Cleaning Pool, Portable 10' x 30'	Day	$260
1508	Decon Cleaning Pool, Portable 20' x 100'	Day	$725
1509	Decon Cleaning Pool, Portable 25' x 50'	Day	$365
1510	Decon Station, Personnel 2 Stage (supplies add'l)	Day	$68
1553	Decon Station, Personnel 3 Stage (supplies add'l)	Day	$95
1580	Drum Dolly	Day	$55
1511	Electrical Accessories (cords, GFCI, adaptors)	Day	$20
1573	Floor Buffer (pads add'l)	Day	$95
1593	Fogger, handheld	Day	$263
1594	Forklift, offroad	Day	$740
1512	Forklift, 5K to 10K lb.	Day	$365
1513	Forklift, Attachment	Day	$135
1514	Generator, less than 4 kW	Day	$225
1515	Generator, 4 kW to less than 7.5 kW	Day	$250
1516	Generator, 7.5 kW to 12.5 kW	Day	$278
1574	Generator, over 12.5 kW to 67 kW	Day	$425
1569	Hydrogen Peroxide System (consumables add'l)	Day	$1,120
1518	Jackhammer	Day	$205
1519	Ladder, Extension, Folding or Jacobs	Day	$55
1557	Laser Level Kit, 1/16" x 100'	Day	$75
1558	Laser Level Kit, ¼" x 100'	Day	$30
1520	Light Tower, Trailer Mounted	Day	$285
1521	Light, Explosion-Proof or Wet-Location	Day	$60
1570	Light, Explosion-Proof, LED String, 10 lights/each	Day	$585
1522	Light, Stand, Regular, 500W	Day	$30
1523	Light, Stand, Regular, 1000W	Day	$80
1590	Nitrogen Sparger System, Remote Liquid Agitator	Day	$125
1525	Pipe Plug 4" to 18" (includes 20' air line hose)	Day	$310
1526	Pipe Plug 18" to 24" (includes 20' air line hose)	Day	$195
1527	Pipe Plug 24" to 36" (includes 20' air line hose)	Day	$225
1528	Pipe Plug 36" to 48" (includes 20' air line hose)	Day	$280
1529	Pipe Plug 48" to 60" (includes 20' air line hose)	Day	$455
1500	Pipe Plug 60" to 96" (includes 20' air line hose)	Day	$545
1572	Portable Toilet (includes service, wash basin)	Day	$130
1563	Portable Breathing Air Compressor	Day	$840
1530	Power Pack, Hydraulic, 1 hp (<0.75 kW)	Day	$70
1531	Power Pack, Hydraulic, 16 hp (0.75 kW < 12 kW)	Day	$185
1532	Power Pack, Hydraulic, 40 hp (12 kW < 30 kW)	Day	$365
1533	Power Pack, Hydraulic, 60 hp (30 kW < 45 kW)	Day	$655
1592	Salvage Support Package (DC kit, compressor, stingers, etc.)	Day	$530
1534	Road Closure Signs, reflective	Each/Day	$70
1536	Sand & Floor Dry Spreader Attachment	Day	$130
1537	Saw, Chain	Day	$80
1538	Saw, Cutoff	Day	$170
1539	Soil Sampler, Hollow Stem	Day	$70
1584	Specialty Rope Bag (w/ shackles, D-rings, carabiners, pulleys)	Day	$310
1581	Steel Plate, 4' x 8'	Day	$150

Item	Description	Unit	Rate
Support (continued)			
1582	Steel Plate, 5' x 10'	Day	$200
1540	Tools, Hand (brooms, shovels, etc.)	Each/Day	$150
1541	Tools, Mechanical Set	Day	$80
1542	Tools, Non-Sparking	Day	$60
1543	Tools, Power, Small (drills, Sawzall, etc.)	Each/Day	$250
1544	Truck Ramps	Day	$195
1545	Vacuum, HEPA (filters add'l)	Day	$330
1546	Vacuum, Shop (filters add'l)	Day	$70
1547	Vactor/Jetter Attachment (hydro-exca, Drum-It head, nozzles)	Each/Day	$130
1566	Vapor Extraction System, Portable	Day	$450
1588	Welder, Extrusion, handheld	Day	$310
1548	Welding Unit / Torch Set, Portable	Day	$110
1549	Wildlife Rehabilitation Pool	Day	$265
1550	Wildlife Shelter, 19' x 35'	Day	$2,650
1551	Wildlife Shelter, 20' x 20'	Day	$980
1552	Yokohama Fenders, 8' diameter	Day	$230
Communications			
1601	Base Station	Day	$115
1603	Computer and/or Printer	Day	$140
1604	GPS Unit	Day	$70
1605	High Power Repeater System w/Generator	Day	$395
1606	Radio, UHF or VHF, Portable	Day	$40
1607	Satellite Phone (includes 20 minutes airtime per day)	Day	$140
1608	Satellite Dish for HS Internet	Day	$175
1609	Respirator Comms System	Day	$150
1610	IT ER Equipment Package – Office in a Box (SM)	Day	$2,450
1611	IT ER Equipment Package- Mobile ER Unit (LG)	Day	$3,200
1612	MIFI Hot Spot	Day	$50
1616	Small Comms Package (6 IS radios, mikes, charging station)	Day	$280
Safety			
1701	Air Sampling Kit (tubes add'l)	Day	$55
1760	Anti-Exposure Suit	Day	$60
1702	Chest or Hip Waders, Insulated Cooling Vests	Each/Day	$40
1704	Eyewash Station	Day	$50
1705	Drager CMS Meter	Day	$260
1761	Dry Suit	Day	$50
1706	Flotation Work Suit	Each/Day	$70
1707	Flotation Work Vest, PFD	Each/Day	$15
1710	Harness (including Lanyard or SRL)	Each/Day	$35
1730	Hazcat Kit	Day	$200
1734	Kendrick Extrication Device (KED)	Use	$265
1759	Lighting, Portable (handheld, head lamp, cordless area lighting, etc.)	Each/Day	$25
1733	Manometer	Day	$95
1711	Meter, 4EC Radiation	Day	$475
1712	Meter, LEL/O2/H2S/CO	Day	$200
1725	Meter, LEL/O2/H2S/CO/PID	Day	$165
1713	Meter, Jerome Mercury	Day	$785
1723	Meter, Lumex Mercury	Day	$1,115

Item	Description	Unit	Rate
Safety (continued)			
1714	Meter, Personal, Gillian, Single or 4-gas	Each/Day	$55
1715	Meter, Personal, Particulate Monitoring	Each/Day	$195
1716	Meter, PID	Day	$165
1762	Meter, Specialty (Benzene, etc.)	Day	$450
1717	Mercury Vacuum (consumables add'l)	Day	$980
1724	Remote Drum Drilling Unit	Day	$840
1757	Rescue Gear, High Line System	Day	$840
1736	Rescue Gear, SKED	Day	$35
1737	Rescue Gear, Stokes Basket	Day	$25
1708	Respirator, Full Face (cartridges add'l)	Each/Day	$50
1709	Respirator, Half Face (cartridges add'l)	Each/Day	$35
1758	Road Closure, Barricades, Cones, Delineators	Each/Day	$8
1719	SCBA or Egress Bottles w/ Lines	Each/Day	$280
1729	SCBA or Egress Bottles w/ Lines, Refill	Each/Day	$40
1731	Shin and Metatarsal Guards, Aluminum	Day	$40
1720	Six Pack / Regulated Air Supply (includes up to 300' airline)	Day	$600
1738	Support Station, Table and Chairs	Day	$155
1739	Support Station, Canopy	Day	$40
1759	Sweeper, power handheld	Day	$40
1740	Swift Water PPE Equipment (River Vest, Helmet, Throw Bag)	Day	$175
1721	Tripod and Winch	Day/Event	$375
1732	Turtle Armor Suit (Torso, Chaps, Gaiters, Gauntlets)	Day	$125
Dispersants/Aircraft			
1909	Douglas DC-4/Convair 340 Spray Aircraft (includes first Air Crew)	Hour	$10,400
1910	Douglas DC-6 Spray Aircraft (includes first Air Crew)	Hour	$11,620
1911	Spotter Aircraft (includes first Air Crew)	Hour	Cost+20%
1912	Dispersant Loading Pumps	Day	$635
1913	Dispersant, Applied ($10/gallon on Standby)	Gallon	Cost+20%
1914	Portable Dispersant Spray System	Day	$3,165
MATERIALS			
Bags/Sheeting			
M100	Bulk Bag, 1 yard	Each	$45
M113	Dunnage Bags	Each	$54
M101	Plastic Bag, 36" x 60", 6 mil, 50/Roll or Box	Roll/Box	$243
M102	Plastic Bag, 36" x 60" (drum liner)	Each	$8
M103	Roll Off Bin Liner	Each	$138
M104	Sheeting, 20' to 32' x 100', 10 mil	Roll	$219
M105	Sheeting, 20' to 32' x 100', 6 mil	Roll	$210
M110	Sheeting, 8' to 20' x 100', 4 mil	Roll	$96
M111	Sheeting, 20' x 100', Flame Retardant, 6 mil	Roll	$112
M112	Sheeting, 12' x 100', Flame Retardant, 6 mil	Roll	$90
Cleaners			
M205	Cleaner, Hand, 14 oz. Container	Each	$12
M200	Cleaner, Hand, 1 Gallon Container	Each	$43
M201	Cleaner, Marine/Industrial (Simple Green or equivalent)	Gallon	$40
M202	Bleach	Gallon	$19
M204	Decon Solvent (HD Citrus Degreaser, Penetone, PES-51)	Gallon	$110

Item	Description	Unit	Rate
Cleaners (continued)			
M211	Disinfectant (IPA, Misty Biodet, Sporicidin, Zep DZ-7)	Gallon	$71
M209	Encapsulant Solution / Defoamer	Gallon	$75
M208	Hydrogen Peroxide Fogging Aerosol	Gallon	$84
M210	Mastic Remover	Gallon	$40
M207	Mercury Cleaning Solution	Gallon	$101
M206	Mercury Vapor Suppressant	Pound	$51
M212	VOC Suppressant (BioSolve, Gold Crew)	Gallon	$140
Containers			
M318	1 Gallon, Poly Pail	Each	$20
M301	5 Gallon, Bucket with Lid, Poly or Metal	Each	$37
M313	5 Gallon, DOT Container with Lid	Each	$45
M302	10-15 Gallon, Steel	Each	$111
M319	15 Gallon, Poly	Each	$111
M303	20 Gallon, Open Top, Steel	Each	$104
M304	30 Gallon, Open or Close Top, Refurbished	Each	$111
M320	30 Gallon, Open or Close Top, Steel, New	Each	$262
M305	55 Gallon, Close Top, Steel, Refurbished	Each	$70
M314	55 Gallon, Close Top, Steel, New	Each	$214
M306	55 Gallon, Open Top, Steel, Refurbished	Each	$70
M315	55 Gallon, Open Top, Steel, New	Each	$150
M316	55 Gallon, Open or Close Top, Poly, Refurbished	Each	$97
M307	55 Gallon, Open or Close Top, Poly, New	Each	$130
M308	85 Gallon, Overpack, Unlined, Black	Each	$730
M309	85 Gallon, Overpack, Lined, Yellow	Each	$530
M310	95 Gallon, Overpack, Poly	Each	$619
M317	275-300 Gallon, Liquid Tote, DOT, Recon	Each	$325
M311	275-300 Gallon, Liquid Tote, DOT, New	Each	$630
M321	Fluorescent Tube Disposal Container, 4’	Each	$55
M322	Fluorescent Tube Disposal Container, 8’	Each	$100
M312	Triwall Box, Cubic Yard, DOT Approved	Each	$175
Safety			
M400	Acid Suit, 1 Piece	Each	$125
M401	Boot, Steel Toe, Rubber	Pair	$60
M493	Boot, Steel Toe, HAZMAX Chemical (replacement)	Pair	$195
M442	Face Shield	Each	$25
M402	Glove, Work Glove	Pair	$9.00
M403	Glove, Inner, Cotton, Latex or Nitrile	Pair	$4
M404	Glove, Inner, Cotton, Latex or Nitrile, 50 per Box	Box	$90
M405	Glove, Silver Shield	Pair	$29
M406	Glove, Medium Duty, PVC	Pair	$32
M407	Glove, Heavy Duty, PVC	Pair	$15
M408	Glove, Heavy Duty, Butyl Rubber	Pair	$50
M409	Hard Hat	Each	$40
M620	Negative Air Exhaust Consumables Change Out	Each	$240
M513	Orange Construction Fence, 4’x100’	Roll	$90
M410	Overboot, Disposable	Pair	$32
M641	Pallet	Each	$39
M607	Petro Flag Test Kit	Per Test	$50

Item	Description	Unit	Rate
Safety (continued)			
M446	PBI / FR Cotton / Nomex Coveralls, replacement	Each	$500
M426	Protective Gear Level B	Each	$585
M427	Protective Gear Level B, Change	Each	$395
M428	Protective Gear Level C	Each	$125
M429	Protective Gear Level C, Change	Each	$85
M430	Protective Gear Level D	Each	$55
M431	Protective Gear Level D, Change	Each	$35
M432	Rain Gear, 2 Piece	Set	$82
M445	Rescue Rope, Lifeline or Tagline, 10'	Each	$20
M433	Respirator Cartridge, Single, OV, Acid Gas, P100	Pair	$85
M443	Respirator Cartridges, Combo	Pair	$85
M434	Respirator Cartridge, Mercury/chlorine	Pair	$102
M436	Safety Eyewear	Each	$13
M438	Safety Vest	Each	$45
M444	Thermo Pro/Tychem TK Level B Suit	Each	$840
M439	Tyvek Suit, Saran-Coated, Disposable	Each	$115
M440	Tyvek Suit, Uncoated, Disposable	Each	$37
M441	Tyvek Suit, Poly-Coated, Disposable	Each	$41
M489	Tyvek Suit, Poly-Coated, Fire Resistant, Disposable	Each	$132
Sorbents			
M500	Absorbent, Chemical Stabilizer, 35 lb.	Bag	$185
M501	Absorbent, Absorb X	Bag	$40
M502	Floor Dry, 25 lb.	Bag	$35
M503	Neutralizer, citric acid	Bag	$195
M520	Neutralizer, Ash or Bicarbonate	Bag	$65
M519	Neutralizer, Liquid	Gallon	$60
M504	Oil Snare on Rope, 50 ft/Bag	Bag	$190
M505	Oil Snare, 30/Carton	Carton	$155
M506	Sorbent Boom 5" x 10', 4/Bale	Bale	$260
M507	Sorbent Boom 8" x 10', 4/Bale	Bale	$354
M508	Sorbent Roll, SXT 638, 38" x 144' x 3/8"	Roll	$271
M509	Sorbent Sheet 17" x 19" x 3/8", 100/Bale	Bale	$125
M510	Sorbent Sweep 17" x 100' x 3/8"	Each	$181
M514	Straw Wattles, 25 ft/Roll	Roll	$75
M512	Universal Pads, 11"x13" or equivalent, 50/Bale	Bale	$160
M511	Vermiculite, 4 cu ft/Bag	Bag	$76
Miscellaneous			
M627	Abatement Supplies (scrapers, mop-heads, etc.)	Each	$14
M621	Air Mover Dry Filter Sock	Each	$28
M600	Banner Tape, 3"	Roll	$33
M638	Brake Cleaner	Can	$14
M619	Catch Basin Filter	Each	$84
M632	Chemical Indicator Paper	Package	$45
M626	Chemtape	Roll	$95
M601	Cotton Rags, 25 lb. Box/Bale	Each	$107
M602	Decon Pool, Small Personnel	Each	$45
M617	Flex Hose, Consumable, 4"	Foot	$6
M618	Flex Hose, Consumable, 6"	Foot	$8

Item	Description	Unit	Rate
Miscellaneous (continued)			
M628	Floor Buffer Pads	Each	$72
M604	Duct Tape, 2"	Roll	$15
M639	Glue (3M Aerosol)	Can	$20
M622	HEPA Vacuum Consumables, Standard	Each	$72
M625	HEPA Vacuum Consumables, Tornado Filter	Each	$349
M623	HEPA Vacuum Consumables, Complete	Each	$628
M631	Lead Paint Field Screening Test Kit - 5 Tests	Each	$73
M642	Jute Netting (includes staples)	Roll	$162
M653	Mastic Tape	Roll	$162
M606	Mercury Vacuum Consumables Change Out	Each	$104
M492	Nitrogen Cylinder Refill	Each	$107
M141	Plug and Patch Kit	Each	$195
M651	Portland Cement	Bag	$22
M613	Rope, 600', up to 1/2"	Roll	$150
M630	Scrubbing Pads	Each	$9
M603	Sampling Tubes and Supplies	Each	$33
M614	Sand Bags, Filled	Each	$14.00
M633	Silt Fence, 100'	Roll	$156
M616	Sprayer, Handheld (Hudson), 3 Gallon	Each	$78
M801	Water, Drinking, 24/Case	Case	$34
M850	Mileage for Car (M850 + Eq Item#)	Mile	$2
M851	Mileage for Trucks/Vans (M851+ Eq Item#)	Mile	$2
M852	Mileage for Commercial Trucks	Mile	$2
M860	Equipment Fuel (Gasoline or Diesel)	Gallon	$9
M883	Fuel - Extra Heavy Equipment (up to 8 gallons per hr)	Hour	$75
M884	Fuel - Heavy Equipment (up to 5 gallons per hr)	Hour	$50
M885	Fuel - Light Equipment (up to 3 gallons per hr)	Hour	$25
M880	Bridge Toll, Vehicle, 2 axle	Each	$17
M881	Bridge Toll, Vehicle, 3 axle	Each	$33
M886	Bridge Toll, Vehicle, 4 axle	Each	$43
M882	Bridge Toll, Vehicle, 5 axle	Each	$55
M901	Transportation to TSDF, Triwalls, Totes	Each	Quote
M902	Transportation to TSDF, Drums	Each	Quote
	SPECIAL OPERATIONS		
Response Units			
6024	Trailer, Reactive/Explosive/Special Operations	Day	$840
6025	Trailer, Emergency Breathing Air	Day	$5,880
6027	Trailer, Emergency Response Enclosed 20'	Day	$600
6028	Trailer, Transfer compressed gas, static liquid 40-48'	Day	$1,125
6029	Trailer, RV w/ Living Quarters (M & I not Included)	Day	$575
6030	Trailer, Utility	Day	$250
6035	Truck, 1-Ton Crew Cab	Day	$250
6032	Truck, 1 1/2 Ton Crew Cab	Day	$350
6033	Truck, 2 1/2 Ton Crew Cab	Day	$475
6046	Truck, 10 ton Rescue, Quad Cab, 4x4, SRS Canada	Day	$750
6047	Truck, Brush/Fast Attack w/300 Gallon Water Tank	Hour	$175
6031	Truck, Emergency Response	Day	$400

Item	Description	Unit	Rate
Response Units (continued)			
6048	Truck, Hi-Rail Brush/Fast Attack w/300 Gallon Water Tank	Hour	$225
6036	Truck, Light / Sedan	Day	$205
6034	Truck, Mobile Command	Day	$575
6037	Truck, Special Operations Semi- Over the road	Day	$725
6049	UTV, 4 or 6 Wheel Unit	Day	$543
6050	UTV, Wildland Unit, with fire suppression or rescue set up	Day	$575
Power Packs & Compressors			
1109	Corken Compressor (291T / Corrosive Compatible)	Day	$900
1110	Corken Compressor (491T / Corrosive Compatible)	Day	$1,250
1177	Corken Compressor (490 LPG/NH3)	Day	$1,100
1564	Hydraulic Power Pack, 75 hp with 100 ft. of Hydraulic	Day	$750
1576	PTO Hydraulic Power Unit, with 100 ft. of Hydraulic	Day	$600
Pumps			
1314	Corken/Blackmer, Stainless Steel Sliding Vane (3")	Day	$800
1315	Corken/Blackmer, Coro Vane or Equivalent (3")	Day	$800
1319	Drum Pump, Stainless Steel (3") Positive Displacement	Day	$650
1320	Double Diaphragm, Aluminum (2")	Day	$225
1321	Double Diaphragm, Poly-Pro (2")	Day	$325
1322	Double Diaphragm, Poly-Kynar/Teflon (1")	Day	$225
1318	Fire/Dispersant	Day	$275
1313	Jet Pump (gas eductor) 1" or 2"	Day	$300
1323	Roper Vane Pump, Carbon Steel (3")	Day	$600
1426	Stinger, 2", CPVC/SS/Carbon	Day	$175
1327	10 HP Magnetic Drive, non-contact pump, Teflon	Day	$840
1328	15 HP Magnetic Drive, non-contact pump, Teflon	Day	$900
Hoses			
1423	Chlorine Transfer, certified	Ft/Day	$75
1432	Crosslinked Polyethylene Hose (2")	Ft/Day	$20
1433	Crosslinked Polyethylene Hose (1")	Ft/Day	$6
1421	LPG/NH3, 1" Vapor	Ft/Day	$14
1422	LPG/NH3, 2" Liquid Transfer	Ft/Day	$30
1430	Teflon, Rubber Jacketed (1")	Ft/Day	$40
1431	Teflon, Stainless Steel Braid (2")	Ft/Day	$40
1427	Transfer Fittings (gauges, nipples, risers, etc.,)	Transfer	$365
1436	Stainless Steel Hose (3")	Ft/Day	$50
1425	Stainless Steel Hose (2")	Ft/Day	$40
1434	Ultra-High Molecular Weight Polyethylene Hose 2"	Ft/Day	$17
Fire Fighting			
1823	Complete Turnout/Bunker Gear	Day	$375
1821	Eductor (1", 1½") 60 to 95 gpm	Day	$85
1822	Eductor (2½") 250 gpm	Day	$110
1806	Fire Hose (1" to 3") Double Jacketed	Ft/Day	$3
1807	Fire Hose (4" to 6") LDH	Ft/Day	$4
1808	Fire Hose Tester	Day	$300
1825	Fire Fighting Fittings Charge	Day	$600
1805	Fire Fighting Quick-out Kits (flight ready) + mob	Day	$1,250
1826	Flash Suit	Day	$400
1824	Frameless Bladder (10,000 gallon)	Day	$650

Item	Description	Unit	Rate
Fire Fighting (continued)			
1813	Job Box (Tools, Adapters, Fittings)	Day	$1,500
1803	Mounted Monitor – (300-1250gpm) + consumables	Day	$1,400
1814	Monitor & Nozzle, 2 ½" Inlet (500 GPM Ground set)	Day	$525
1815	Monitor & Nozzle, 2 ½" Inlets (1250 GPM Ground Set)	Day	$875
1816	Nozzle (1", 1 ½")	Day	$225
1817	Nozzle (2 ½ ")	Day	$250
1818	Nozzle, High-X (1 ½")	Day	$395
1819	Nozzle, Piercing (1 ½")	Day	$280
1820	Nozzle, Foam Pro	Day	$280
1809	Pito Flow Meter	Day	$140
1804	Portable Fire Pump (650gpm NFPA Rated) +	Day	$2,650
1812	Pressure Pump, Fire, 250 psi, 200 gpm	Day	$275
1810	Suction Hose (4")	Section	$140
1811	Suction Hose (6")	Section	$165
1800	Trailer, Portable Fire w/ Pump	Day	$475
1801	Trailer, Fire Fighting Foam, Type I, 550 gal +	Day	$4,000
1802	Trailer, Fire Fighting Foam, Type II, 275 gal +	Day	$1,750
Miscellaneous			
1703	Chlorine A/B/C Response Kits (gaskets add'l)	Day	$600
1595	Cylinder Recovery Vessel	Day	$2,250
1577	Fabrication, Specialty Tool Charge	Day	$395
1559	Flare, Ground Set, 2"	Day	$275
1560	Flare, Ground Set, 3"	Day	$375
1561	Flare, Stack, 2"	Day	$175
1562	Flow Meter, 2", Stainless Steel	Day	$225
1597	Hot Tap Kit, 2" (replacement bits and valves add'l)	Day	$1,250
1578	Mag-Drill	Day	$250
1571	Manway Adapter, 14"-22", Stainless Steel	Day	$400
1728	Midland Capping Kit	Day	$1,400
1579	SRV Puller / Excess Flow Valve Defeater	Day	$600
1580	Thermal Imager	Day	$850
1565	Trident Magnetic Patch	Day	$1,250
1722	Truck Rollover/Cylinder Drill Kit/Betts Valve	Day	$500
Materials			
M635	AR-AFFF Foam	Gallon	$65
M636	High-X Foam	Gallon	$62
M634	Manway Gaskets	Each	$300
M425	Responder (encapsulated, Level A)	Each	$1,650
M447	Responder (encapsulated, Level A with flash cover)	Each	$3,500
M853	Mileage, Special Ops Trailer	Mile	$2.00
M854	Mileage, Special Ops Truck	Mile	$2.25
M855	Mileage, Special Ops Truck (1 1/2 ton, 2 1/2 ton)	Mile	$3.25
M858	Mileage, Special Ops Tractor or Rescue Truck (10 ton)	Mile	$4.00

TERMS AND CONDITIONS

General

Customer's request for Contractor (Republic, US Ecology, NRC and SRS) to perform services constitutes an agreement to pay for those services under the Personnel, Equipment and Material Terms of this Rate Schedule, regardless of any estimates provided by Contractor. Charges will be based on the most current published Rate Schedule. An Energy, Security, Insurance and Compliance fee of **22%** will be applied to total invoice excluding taxes, state and local fees. Customer is responsible to pay all tax(es), (e.g. sales, use, customs duties, or similar tax, import fees) which Contractor (or its subcontractors) are obligated to pay as a result of the services provided or which Contractor is required to collect, in association with any and all incidents. Rates are based upon net 30 payment terms unless otherwise agreed by prior written contract with Contractor. Balances outstanding more than thirty (30) days after the invoice date shall be deemed delinquent and shall earn interest at the rate of 1.5 % per month. Customers without a pre-existing Contractor contract are subject to a **minimum** charge of **$5,000.00** to be paid at time of call out for emergency response services and any charges for services estimated to exceed the minimum are also payable in advance. Customers requesting response services will be charged a Call Out Fee of **$350.00** to cover the dispatch and resourcing for responses. If the response requires more than 4 hours of coordination and support for dispatching, Project Management time will be charged for those hours.

All prices are in U.S. dollars. Payments made using credit cards (VISA, MASTERCARD, AMEX) shall incur an additional processing fee of 3%. Contractor will utilize company owned resources, whenever possible, and invoice Customer for said resources at rates published herein. However, in the event Contractor cannot complete the work with company owned resources and is required to utilize a 3rd party vendor, supplier or subcontractor, Customer will pay "Cost Plus". Unless otherwise designated herein, the markup on these items will be charged at Contractor cost plus twenty percent (20%). This includes, but is not limited to, all third-party rental equipment, subcontract services, container/tanker washout, materials, airfare, supplies, analytical services, and other outsourced items/services.

Personnel

1. Personnel will be billed portal to portal in half-hour increments. A 4-hour minimum applies to all projects except for those over 50 miles from Contractor personnel assigned office location which will be charged an 8-hour minimum.

2. All labor will be charged in accordance with daily tickets generated by supervisory personnel on site for all hours, including mobilization and demobilization. Straight Time (ST) rates will be charged for hours from 0700 to 1500, Monday through Friday. Overtime (OT) will be charged at 1½ times ST for hours between 1500 and 0700 Monday through Friday and all day Saturday. Double Time (DT) will be charged at 2 times ST rates all day Sunday and for all National Holidays as well as Contractor and applicable Union recognized holidays, including but not limited to New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. When a holiday falls on a weekend, the nearest weekday will be billed at the DT rate. DT will also be billed for hours worked over 12 in those locations with mandatory state and/or union double time pay requirements. In addition, subcontractors utilizing Contractor's Rate Schedule pricing (markup would not apply) are authorized to charge for DT hours pursuant to their published billing policies. Changes to standard start times may be approved on a case-by-case basis for longer term projects. All time for international projects will be charged at 1.5 times the rates outlined herein. All time for providing expert testimony in any court, deposition or hearing, etc. including preparation and travel time, will be charged at DT.

3. All project specific personnel, including accounting, administrative, personnel support, logistics and management, whether on site, at Contractor offices, or at support locations, are chargeable. All personnel are charged according to the above rates, regardless of full-time, partC time or third-party labor source status, unless provided as part of a specified subcontracted service. Surcharges apply for remote sites and prevailing-wage projects. Personnel will be charged per their standard category rates for participation in any activity provided on behalf of the Customer including depositions, interviews, document preparation, etc.

4. Time charges begin with equipment and personnel mobilization activities and terminate at the conclusion of the services, including transportation of equipment and personnel back to operations centers and any necessary demobilization activities including but not limited to service, repair and restock of vehicles and equipment utilized in the performance of services. Personnel time is charged in half-hour increments for all personnel. All hourly rates will be charged Portal-to-Portal from the location of personnel when dispatched, including but not limited to Contractor office, personnel home, hotel or other job site as applicable. Personnel on standby for Customer will be charged at 8 hours per 24- hour period.

5. Transportation and any incidental costs for all emergency response personnel, both on site, at support locations and traveling to and from the site or support locations, are charged at cost plus 20%. Per Diem charges for food in metropolitan areas are $75.00 per person per day. Non- premium area per diem rates for lodging are $150.00 per person per day, unless actual costs incurred are greater, in which case charges will be billed at cost plus 20%. In lieu of per diem, marine personnel assigned to vessels will be billed a daily "rack & meal" charge of $25.00 per rack and $25.00 per meal, per day. The above "rack & meal" charge will also apply to non-Contractor personnel assigned to a vessel. Rates for premium areas and remote sites determined by Contractor at time of service.

6. Customer will be charged $1,200 for up to 8 hours, including travel time, for Tabletop Exercise, Drill or Training Support per person. Additional hours over 8 per person, will be charged at $175 per hour. Charges applicable to both onsite and virtual support. Travel and other expenses charged at cost plus 20%. Customer will be charged $500 for up to 4 hours of combined Contractor personnel time for limited Virtual Drill Support activities, such as confirming Contractor equipment availability and providing sample ICS documentation.

Equipment

1. Contractor does not rent equipment in a bare condition. All equipment shall be operated and controlled by Contractor or Contractor1 approved subcontractor personnel. Contractor maintains exclusive rights to assign specific equipment operators and/or vessel crews for response operations. All equipment sent to site by Contractor shall be in a basic operating condition. Additional components charged to Customer include, but are not limited to, multiple hose lengths, blast shields, specialty tips or fittings, specialty connections, noise abatement, catalytic converters, etc. Equipment prices do not include fuel, operator or mobilization unless otherwise stated. Fuel consumed in non-mileage related operation of equipment, including vehicle and non-vehicle equipment and vessels, will be charged per Material rates. Equipment that requires electrical connection to owner/facility provided power shall only be connected by licensed electricians experienced in the type of connection required and voltage rating. Equipment that requires air power to operate may be attached to owner/facility provided that the pressure and connections are compatible with Contractor equipment and that shut off valves are in compliance with regulations.

2. Time charges are calculated portal to portal, including any demurrage beginning with equipment mobilization activities from the Contractor office or operations center unless otherwise specified, including all time at the site. Time charges terminate at the conclusion of the operation, which includes transportation of equipment back to Contractor office or operations center and completion of any necessary demobilization activities, including disposal, cleaning, repair, replacement and/or delivery to Contractor of restored equipment.

3. Day rates are based on 8 hours of operation. Minimum charge for day rate equipment is daily charge per day with additional hours over 8 charged in half-day increments for up to a total of 3 days' charge during a 24-hour period. Minimum call out for hourly equipment is 4 hours per day except for a 5-hour minimum per day for ALL aircraft. Customers will be charged for unused requested equipment until released and returned to service per Note 2.

4. In addition to payment of rental charges, Customer agrees to pay Contractor, in accordance with rates contained in this Rate Schedule, for any cleaning or repairs necessary to return all equipment to the same condition as at the commencement of services (with the exception of normal wear and tear). Customer is also responsible for the payment of all transportation and disposal charges for any waste generated during cleaning. Only Contractor or its subcontractors shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by Contractor. If Contractor determines that equipment cannot be returned to the condition it was in at the commencement of the services, Customer shall pay for all costs at cost plus 20%, including freight and other expenses incurred by Contractor to replace this equipment. All boom, whether new or used, that is damaged beyond repair shall be replaced by Contractor with new boom at Customer's expense at cost plus 20%, including freight and other expenses. Customer shall pay for all costs of verification sampling, including wipe testing, fluid analysis, filter change outs, etc., per regulations of any equipment that requires such prior to returning to unlimited operations, whether at Contractor facilities or rental yards.

5. Mobile Communications & Command Unit rate includes the following: UHF-FM, VHF-FM, VHF Marine, fax machine, copier and satellite system capability (with VOIP/Internet). Service use/satellite airtime charges will be billed separately at cost plus 20%.

6. Any and all surcharges, including but not limited to general, marine, equipment and Jones Act insurances charged by Contractor subcontractors that are directly connected with resources provided to Customer will be billed to Customer at cost plus 20%.

7. Base OSRV crew consists of licensed Master (included in OSRV rate) and Mate, 2 Deckhands, 2 Tankermen and 4 Responders to handle equipment. Additional responders and support personnel (e.g. cook, QMED) may be deemed necessary based on magnitude of event, weather conditions and event duration.

8. All vessels and waterborne equipment rates will be increased by fifty percent (50%) when operating in ice conditions.

9. Contractor resources deployed to areas outside of the Customer's contractual Area of Service will be subject to a thirty percent (30%) surcharge.

Materials

1. All materials and supplies utilized, whether listed in daily reports or not, are chargeable in full quantity amounts as indicated by the identified unit, i.e., gallon, roll, each. Any materials or supplies not listed on Rate Schedule, including Wildlife Trailer supplies and expendables and third-party invoices for services, including subcontractors, will be billed at cost plus 20%. Disposal at Contractor owned facilities will be charged at the current published rates for each facility.

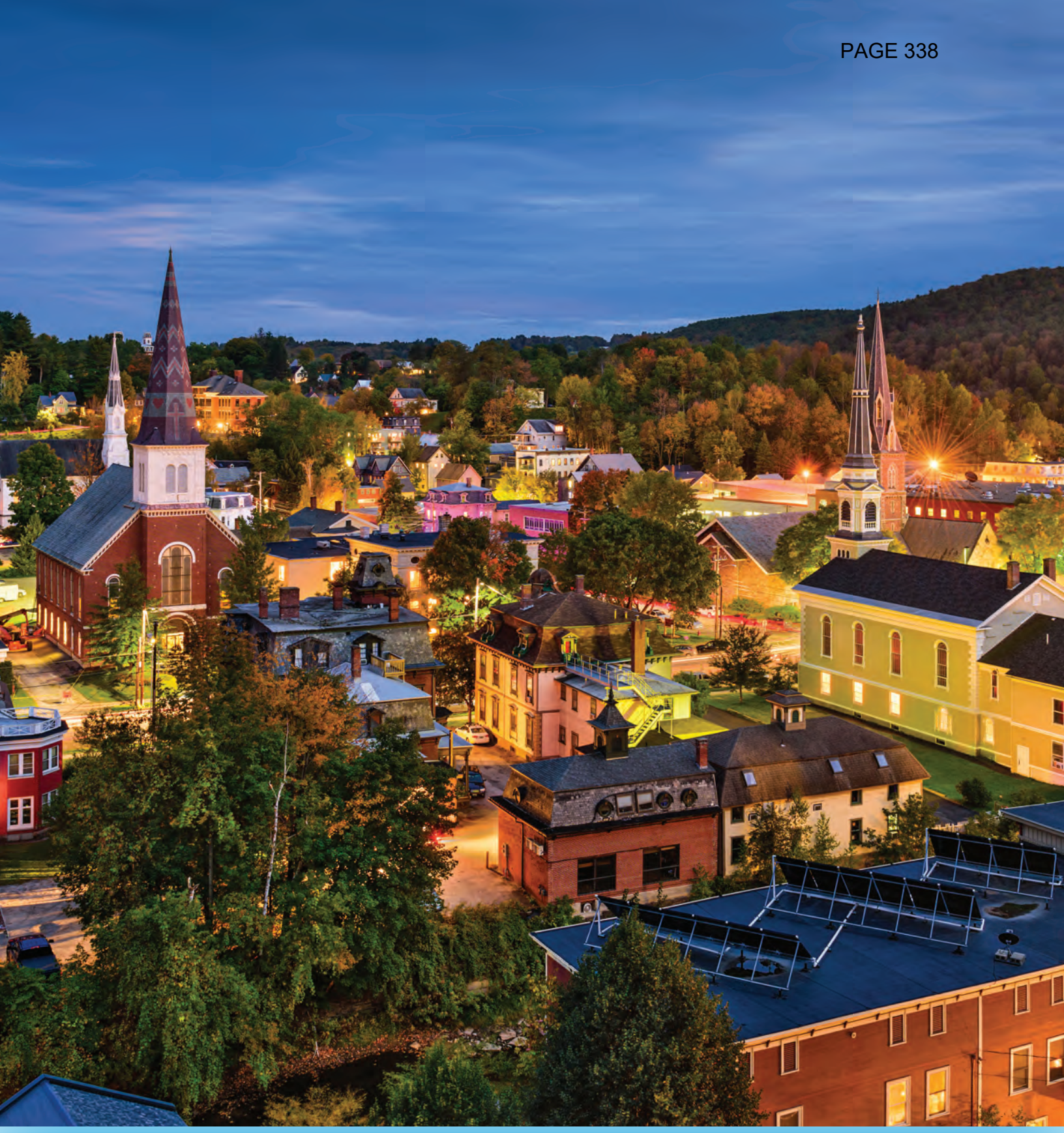
2. The number of change-outs of Personal Protective Equipment (PPE) are based on conditions occurring in the work area. PPE shall be changed at a frequency that conforms to safety practices to prevent exposure to employees during the work activity. PPE categories:
   - Level D: Coveralls/Uniform, Steel Toe Boots, Safety Glasses, Work Gloves, Hard Hat and Safety Vest as applicable;
   - Level C: Level D plus Disposable Tyvek, Full Face or Half Face Respirator (excluding cartridges); and
   - Level B: Level C plus SCBA or supplied air (includes mask, supplied air, 100' hose, bottle manifold and egress bottle).

3. Brand Names are provided for reference only and Contractor reserves the right to substitute as needed with products of equal quality, construction and performance.

4. Contractor use of facility-directed or Customer-directed decontamination products, including but not limited to degreasing agents, cleaners, strippers, conditioners, cutter stock, etc., shall be done at the facility's or Customer's risk.

5. Fuel usage (non-driving) charged for hours operated by type as follows: Extra Heavy Equipment (Guzzler, Jetter, Large Yellow Iron >89 HP, and similar) = 6 gals/hr; Heavy Equipment (Tractors, Vacuum Trucks, >50 HP Compressors, Water Blasters, Large Generators, Small Yellow Iron <89 HP, PTO-driven, and similar) = 3 gals/hr; Light Equipment (Pressure Washers, Compressors <50 HP, Light Towers, Small Generators, and similar) = 1 gal/hr.

6. In consideration of ongoing national supply chain issues and rising inflation, Contractor reserves the right to amend the Materials and Supplies rates herein at any time, including Mileage and Equipment Fuel rates, either by revising rates to reflect current market conditions or by charging for items on a cost plus 20% basis.



MONTROSE
ENVIRONMENTAL

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Office Cleaning Services

Part 1 – Contract Detail		
SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☑	Amendment ☐ #_____	
Contract Amount: $14,000 (maximum)	Contract Start Date: 10/01/25	Contract End Date: 9/30/2028
Contractor Name: Lamco Cleaning Services LLC		
Contractor Physical Address: 542 US Route 302		
City: Barre	State: VT	Zip Code: 05641
Contractor Mailing Address: P.O. Box 75		
City: Plainfield	State: VT	Zip Code: 05667
Contract Type: Cost Reimbursement ☑ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)		
Contractor UEI: PCBLRRV2TY48 & Vermont Business ID: 0032941		
UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for UEI Suspension and Debarment Exclusions (https://www.sam.gov/portal/public/SAM/. Print Screen Must be Placed in Contract File) Date: 09/04/25 Initials: NC SAM Expiration Date: N/A		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File) Date: 09/04/25 Initials: NC Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at ..\..\..\Forms\Risk Assessment Contractor Questions.docx. Staff completes assessment at ..\..\..\Forms\Risk Assessment_Contractor.docx. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 09/08/25 Initials: NC		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx. Print screen must be placed in contract file) Date: 09/04/25 Initials: NC		
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: 09/04/25 Initials: NC		

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: 09/04/25 Initials: NC
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☑ [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.] Date: 09/04/25 Initials: NC
Contract Total Value exceeds, or cumulatively may exceed, $250,000? Yes ☐ No ☑ (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 09/08/25 Initials: NC
SECTION 3 – FUNDING SOURCE
Funding Type: ☐ Federal CFDA #: Program Title: ☐ State Contract #: ☑ Other Source: CVRPC Admin
SECTION 4 – CONTACT INFORMATION

CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: meyer@cvregion.com	Project Contact/Manager Name: Jeanne Lamica Title: Owner Work Phone: 802-595-1499 Email: lamco@lamcocleaning.com
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: meyer@cvregion.com	Finance/Billing Name: Jeanne Lamica Title: Owner Work Phone: 802-595-1499 Email: lamco@lamcocleaning.com

Part 2 – Contract Agreement

1. ***Parties.*** This is a contract for services between the Central Vermont Regional Planning Commission, (hereafter called "CVRPC"), and Lamco, (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 10/1/2025 and end on 9/30/2028. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.

3. ***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.

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

5. ***Maximum Amount and Payment Provisions.*** In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed $14,000. This maximum amount is not a guaranteed amount. 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 CVRPC acceptance of the applicable deliverable or deliverable milestone.

   Contractor shall submit monthly invoices for services rendered. Invoices should detail the agreed cost of services provided – office cleaning as outlined within this contract every other week at a cost of $75.00 per hour.

   Invoices shall be sent to the attention of:
   CVRPC Executive Director
   29 Main Street, Suite 4
   Montpelier, VT 05602

6. ***Scope of Work.*** The subject matter of this contract is cleaning services. Detailed services to be provided by the contractor are as follows:

   Frequency of Cleaning: Every other Wednesday
   - Removal of trash and recycling (onsite receptacles available)
   - Vacuuming of floors, edges, vents and cobwebs
   - Dusting cleared horizontal surfaces and windowsills
   - Cleaning glass on doors and office cubicles
   - Cleaning and wiping down of kitchen sink, appliances and surfaces
   - Cleaning of baseboards
   - Cleaning of conference room tables
   - Cleaning of doors,(including knobs, frames and tops)

   Miscellaneous: Lamco reports any Security/Damages and requires an emergency contact number.

CVRPC Agreement No.: 2025-14

CVRPC may make requests for special cleaning projects at additional cost – i.e. rug cleaning

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

For the CVRPC:		**For the Contractor:**	
Signature:		Signature:	Jeanne Lamica
Name:	Christian Meyer	Name:	Jeanne Lamica
Title:	Executive Director	Title:	Owner
Date:		Date:	10.08.2025

Standard Provisions For Short Form Contracts
JULY 1, 2016

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 CVRPC 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 CVRPC or State of Vermont.

3. Sovereign Immunity: The State of Vermont 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.

4. 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 CVRPC 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 CVRPC and the State of Vermont.

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.

Additional Insured. Contractor shall name the CVRPC 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 CVRPC.

5. 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.

6. 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.
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 no further legal recourse to contest the amounts due.

7. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the 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.

(End of Standard Provisions)

Central Vermont Regional Planning Commission

4 November 2025

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

RE: Graber Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **Graber Riparian Buffer Planting**. The total cost estimate for this work is **$11,155**.

Under the terms of the Master Agreement, dated 3 May 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addendum ☒ #2024-11.08	Amendment ☐
Contract Amount: $11,155	Start Date: 4 Nov 2025	End Date: 1 Aug 2026
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025		
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 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		
Certificate of Insurance Date: 6 March 2025 Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		
Contract Total Value exceeds $250,000? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	☐ Federal	CFDA/ALN #:
		Program Title:
	☒ State	
	☐ Municipal	
	☐ Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION	
CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com	Project Contact/Manager Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: John Fowler Road Riparian Buffer Planting. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	$698
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	$522
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	$697
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	$349
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	$799
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	$6,275

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	$1,220
			Total Cost	**$11,155**

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 OCTOBER 1, 2024

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 $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 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)

Central Vermont Regional Planning Commission

4 November 2025

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

RE: GMC & VTACT Riparian Buffer Planting **–** Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **GMC & VTACT Riparian Buffer Planting**. The total cost estimate for this work is **$15,548**.

Under the terms of the Master Agreement, dated 3 May 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addendum ☒ #2024-11.09	Amendment ☐
Contract Amount: $15,548	Start Date: 4 Nov 2025	End Date: 1 Aug 2026
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025		
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 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		
Certificate of Insurance Date: 6 March 2025 Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		
Contract Total Value exceeds $250,000? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	☐ Federal	CFDA/ALN #:
		Program Title:
	☒ State	
	☐ Municipal	
	☐ Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION	
CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com	Project Contact/Manager Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: John Fowler Road Riparian Buffer Planting. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	$972
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	$729
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	$1,943
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	$972
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	$486
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	$8,746

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	$1,701
			Total Cost	**$15,548**

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 OCTOBER 1, 2024

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 $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 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)

Central Vermont Regional Planning Commission

4 November 2025

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

RE: SHO Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **SHO Riparian Buffer Planting**. The total cost estimate for this work is **$13,940**.

Under the terms of the Master Agreement, dated 3 May 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addendum ☒ #2024-11.10	Amendment ☐
Contract Amount: $13,940	Start Date: 4 Nov 2025	End Date: 1 Aug 2026
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025		
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 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		
Certificate of Insurance Date: 6 March 2025 Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		
Contract Total Value exceeds $250,000? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	☐ Federal	CFDA/ALN #:
		Program Title:
	☒ State	
	☐ Municipal	
	☐ Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION	
CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com	Project Contact/Manager Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: John Fowler Road Riparian Buffer Planting. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	$872
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	$654
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	$1,743
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	$871
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	$436
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	$7,841

	Milestone	***Deliverable(s)***	***Completion Date***	***Cost***
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	$1,525
			Total Cost	**$13,940**

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 OCTOBER 1, 2024

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.

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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 $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 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)