



Central Vermont Regional Planning Commission

January 5, 2026 – 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**

[Department of Environmental Conservation – SFY2023 Water Quality Restoration Formula Grant Amendment #2](#) - Page 2

CONTRACTS ISSUED

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

[Winooski Natural Resources Conservation District – Cheesefactory Road Riparian Buffer Planting \(CVRPC Agreement #2023-14.1\)](#) - Page 5

FOR INFORMATION ONLY

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

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

[Northwest Regional Planning Commission – A Two-Pronged Approach to Assessing the Economic Impact of Water Quality in Missisquoi Bay](#) - Page 19

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

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Vermont Department of Environmental Conservation

Agency of Natural Resources

STANDARD GRANT AMENDMENT

1. Parties: This is an amendment for agreement #06140-2023-CWSP-WID-05 between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission, (hereinafter called "Grantee"). This is the second change.
2. Reason for Amendment: As the funding structure for Clean Water Service Providers has changed, this amendment updates the payment provisions and allows the Grantee to draw down 100% of a subaward upon its execution. The amendment also updates Attachment C.
3. Change: Part 1, Section 22 shall be updated to correspond to the current annual fiscal year's approved indirect cost rate agreement. This change is effective July 1 annually, until a new indirect cost rate agreement has been agreed upon by the Grantee and the State. The indirect cost rates shall only apply to costs or expenses incurred during the dates of the agreed-upon indirect cost rate agreement. If the approved indirect cost rate agreement expires and a new indirect cost rate agreement has not been agreed upon by the Grantee and the State, the indirect de minimis shall apply upon expiration.
4. Replace: On page 9, Attachment B: Payment Provisions, Section A. Standard Payment Types and Schedule, shall be deleted in its entirety and replaced with the following:
 - A. Standard Payment Types and Schedule

This grant is a modified cost-reimbursable grant that allows for advance of funds and requires reconciliation with actual costs incurred. The Grantee may submit invoices and supporting documentation in accordance with the below schedule and as outlined in Paragraph B., Table 2, below. Payments will be made following State approval and availability of funding is subject to any project and activity verification or other requirements that may be required by the State.

 1. Initial Advance: The State will make available to Grantee up to 33.5% of the Agreement maximum amount (25% Admin budget and 35% Project Completion budget) under this grant upon execution of this Agreement as an advance. The Initial Advance shall be requested using Form 430A. Refer to paragraph E.2. for final reconciliation of Initial Advance.
 2. For administrative funds, when submitting payment requests to the State, Grantee will first draw down funds from their advance until there is a zero balance on the advance, before further requesting reimbursement (on a cost-reimbursable basis).
 3. For project funds, when submitting payment requests to the State, Grantee will first establish the value of all subgrant awards and make a payment request to the State for 100% of those subawards, minus any expenses that have already been submitted

for payment requests. Grantee will apply this value against the current project advance first, before further requesting payment from the State.

5. Replace: Attachment C: Standard State Provisions for Contracts and Grants (Revised December 7, 2023) with Attachment C: Standard State Provisions for Contracts and Grants (Revised October 1, 2024) below.
6. Amendment: All other terms and conditions of the grant remain in full force and effect. No other 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 Grantee.

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

STATE OF VERMONT

GRANTEE

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment C

Standard State Provisions for Contracts and Grants
Revised October 1, 2024

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Grantee by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.



6 January 2026

Daniel Koenemann, District Manager
Winooski Natural Resources Conservation District
PO Box 1114
Montpelier, VT 05602

RE: Cheeseactory Road 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 **Cheeseactory Road 2026 Riparian Buffer Planting**. The total cost estimate for this work is **\$30,056**.

Under the terms of the Master Agreement, dated 6 June 2023, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #2023-14.1	Amendment <input type="checkbox"/>
Contract Amount: \$30,056	Start Date: 6 Jan 2026	End Date: 15 Nov 2026
Contractor Name: Winooski Natural Resources Conservation District		
Contractor Physical Address: 617 Comstock Road, Suite 1		
City: Berlin	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 1114		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: KXWRRBUK6ZB1		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions		
Date: 30 December 2025	Initials: nc	SAM Expiration Date: 11 July 2026
State of Vermont checked for Debarment Exclusions		
Date: 6 September 2023	Initials: bv	Debarment Expiration Date: N/A
Risk Assessment completed		
Date: 31 December 2025	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: 31 December 2025	Initials: bv	
Certificate of Insurance		
Date: 6 March 2025	Initials: bv	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 6 September 2023	Initials: bv	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 30 December 2025	Initials: bv	

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

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

Funding Type: ☐ Federal CFDA/ALN #:Program
Title:☒ State☐ Municipal☐ Other Source: (ex. private, non-profit, etc.)**SECTION 4 – CONTACT INFORMATION****CVRPC**Project Contact/Coordinator

Name: Brian Voigt

Title: Senior Planner

Work Phone: 802-262-1029

Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: meyer@cvregion.com

CONTRACTORProject Contact/Manager

Name: Daniel Koenemann

Title: District Manager

Work Phone: 802-778-3178

Email: Daniel@winooskinrcd.org

Finance/Billing

Name: Daniel Koenemann

Title: District Manager

Work Phone: 802-778-3178

Email: Daniel@winooskinrcd.org

Name: Daniel Koenemann

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: In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in the Master Agreement, a sum not to exceed \$30,056.00.

6.1.b: The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The SUBGRANTEE will be paid for products or services actually delivered or performed, as specified in the table below, up to the maximum allowable amount specified in 6.1.a.

6.1.c: Cheeseactory 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.

	<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Completion Date</i>
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	11 March 2026
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	11 March 2026
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))	11 March 2026
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	14 October 2026

	<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Completion Date</i>
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	15 November 2026

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

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

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)

Subaward Agreement:
Northwest Regional Planning Commission
and
Central Vermont Regional Planning Commission

THIS AGREEMENT is made by the **NORTHWEST REGIONAL PLANNING COMMISSION (NRPC)** (hereinafter referred to as "Pass-Through Entity"), having its principal office at 75 Fairfield Street, St. Albans, VT 05478, and the **CENTRAL VERMONT REGIONAL PLANNING COMMISSION (CVRPC)** (hereinafter referred to as "Subrecipient/Contractor"), having its principal office at [CVRPC Address Placeholder], acting through its representative, Brian Voigt.

RECITALS

WHEREAS, the Pass-Through Entity (NRPC) is the Subrecipient of U.S. Environmental Protection Agency (EPA) financial assistance funds passed through the New England Interstate Water Pollution Control Commission (NEIWPCC) (Project Code: LS-2025-110); and

WHEREAS, the Subrecipient/Contractor (CVRPC) has agreed to assist with the performance of specialized modeling and analysis services, constituting a portion of the overall project, in accordance with the scope of work described herein;

NOW, THEREFORE, the parties agree to the following terms and conditions:

This Agreement incorporates by reference the following documents:

- ATTACHMENT A – NRPC Flow-Down Standard Clauses (adapted from NEIWPCC Standard Clauses)
- ATTACHMENT B – Insurance Specifications
- ATTACHMENT C – Scope of Work and Task Budget (CVRPC Specific)
- The Subrecipient/Contractor's proposal and any clarifying responses by the Subrecipient/Contractor.

All other prior agreements, representations, statements, negotiations, and undertakings are superseded.

Section I. DESCRIPTION AND PROJECT FUNDING

1. **Project Title:** A Two-Pronged Approach to Assessing the Economic Impact of Water Quality in Missisquoi Bay.
2. **Federal Award Identification Number (FAIN):** LC00A00981.
3. **Assistance Program (CFDA) Number:** 66.481.
4. **Assistance Program Title:** Lake Champlain Basin Program.
5. **Project Code:** LS-2025-110.
6. **NEIWPCC Job Code:** 0364-005-001.
7. **Pass-Through Entity's Contact (NRPC):** Dean Pierce or Catherine Dimitruk.

Section II. PERIOD OF PERFORMANCE AND SCOPE OF WORK

1. **Duration of the Agreement:** The Subrecipient/Contractor agrees not to commence work prior to the date this Agreement is executed and to complete all work required by this Agreement by **June 30, 2027**.
2. **Scope of Work:** The Subrecipient/Contractor agrees to conduct work on the project in accordance with the Scope of Work, reporting schedule, and specific task budget attached hereto as **ATTACHMENT C**. This scope includes professional modeling support in relation to property and retail values.
3. **Data Quality (QAPP) Compliance:** The Subrecipient/Contractor is responsible for following and implementing quality assurance and control procedures.
 - The Subrecipient/Contractor may not commence work covered by the QAPP until the QAPP is approved by NEIWPCC and EPA.
 - The Subrecipient/Contractor will perform work in a manner wholly consistent with the QAPP approved by NEIWPCC and EPA.

Section III. COMPENSATION AND INVOICING

1. **Maximum Compensation:** The Pass-Through Entity's obligation under this Agreement is for a total amount not to exceed **\$2800** (the "Contract Price").
2. **Payment Basis:** Payment is strictly **task-based**. The Subrecipient/Contractor agrees that tasks must be completed before payment is sought, and that **partial payment for individual tasks is not permissible** under this Agreement.

3. **Compensation Structure:** The \$2800 Contract Price covers the following services provided by Brian Voigt at an estimated rate of \$100 per hour:

Task #	Task Title	Hours
1	Start up	4
5a	Model Development 1 (draft)	6
5b	Model Development 1 (final)	6
6a	Model Development 2 (draft)	6
6b	Model Development 2 (final)	6
Total		28

4. **Invoicing Requirements:** Invoices must be submitted to the designated NRPC Project Contact(s) and must include:

- The Subrecipient/Contractor's name and address.
- The invoice date and invoice number.
- The Agreement Project Code number (LS-2025-110).
- The time period for the work covered by the invoice.
- A description of the work performed.
- Itemized documentation of the costs associated with the completed task.

5. **Documentation of Purchases:** For any supplies or professional services purchased, detailed receipts or proof of purchase must be provided along with the invoice for the completed task.

6. **Required Certification:** Requests for payment must include the following certification, signed by an official authorized to legally bind the Subrecipient/Contractor:

“By signing this invoice, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

7. **Taxes:** The Contract Price includes all applicable Federal, State, and local taxes, fees, and duties.

Section IV. REPORTING AND PUBLICITY REQUIREMENTS

1. **Quarterly Reports:** The Subrecipient/Contractor agrees to submit brief (1-2 paragraph) Quarterly Reports by the 10th day after the end of each calendar quarter (April 10, July 10, October 10, and January 10).
 - Reports shall note work progress, anticipated activity, problems encountered, and a comparison of task completion to the schedule.
 - A report must be submitted even if there is no activity during the period.
 - Payment of invoices is contingent upon the timely receipt of Quarterly Reports.
2. **Publicity and Logos:** Subrecipient/Contractor acknowledges that all products and materials must include the Lake Champlain Basin Program and NEIWPCC logos.
3. **Funding Statement:** Subrecipient/Contractor acknowledges that all products and materials must contain the following specific statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LC00A00981-0) to NEIWPCC in partnership with the Lake Champlain Basin Program.”
4. **Nondisclosure/Consent to Post:** Subrecipient/Contractor acknowledges that they may not release any project work products (draft or final reports, data, maps, charts) to the public without NEIWPCC’s prior written consent. However, they further acknowledge and consent to the posting of project reports and submittals on NRPC’s, NEIWPCC’s , and the funding source’s respective websites.
5. **Press Releases:** Subrecipient/Contractor acknowledges no press release or public announcement regarding the Agreement shall be disseminated without the prior written approval of NEIWPCC.

Section V. REQUIRED FLOW-DOWN FEDERAL CLAUSES (Summary)

The Subrecipient/Contractor agrees to comply with the essential "flow-down" requirements from the primary federal award, including, but not limited to:

1. **Independent Contractor Status:** The Subrecipient/Contractor acknowledges they are an independent contractor and are not an agent, servant, or employee of NRPC or NEIWPC.
2. **Legal Compliance:** Compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
3. **Anti-Discrimination:** Compliance with Title VI of the Civil Rights Act and other Federal anti-discrimination statutes/regulations.
4. **Debarment/Suspension:** Certification that the Subrecipient/Contractor is presently not debarred, suspended, or excluded from covered transactions by any Federal department or agency.
5. **Lobbying:** Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
6. **Cost Principles:** Assurance that funds expended will comply with applicable Federal cost principles.
7. **Procurement Standards:** If the Subrecipient/Contractor acquires goods and services from other contractors (including consultants), they must follow the Procurement Standards in 2 CFR Part 200, including requirements for competition and Domestic preferences for procurements at 2 CFR 200.322.
8. **Indemnification:** The Subrecipient/Contractor shall defend, indemnify, and hold harmless NRPC and NEIWPC from all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) caused by the negligent or willful acts or omissions of the Subrecipient/Contractor. This includes waiving all rights of subrogation against NEIWPC (and NRPC).
9. **Subcontracting:** Neither the whole nor any part of this Agreement may be further subcontracted by Subrecipient without the prior written consent of NEIWPC.

IN WITNESS WHEREOF, the undersigned, having read this Agreement in its entirety, including all appendices hereto, do hereby agree and certify as to having authorization to contract on behalf of the party represented.

By the Sub-grantee: Central Vermont Regional
Planning Commission (CVRPC)

By the Northwest Regional Commission (NRPC):

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: Catherine Dimitruk

Title: _____

Title: Executive Director

**Agency: Central Vermont Regional
Planning Commission**

**Agency: Northwest Regional Planning
Commission**

ATTACHMENT A – NRPC Flow-Down Standard Clauses: (Incorporating Sections A-U of the NEIWPC Standard Clauses).

APPENDIX I**NEIWPCC Standard Clauses****A. Work Outside the Scope of the**

Agreement. The Subrecipient agrees to not perform work outside the scope of the Agreement, unless such work is authorized by a properly executed, amendment to the Agreement. The Subrecipient acknowledges that NEIWPCC cannot authorize payment for work that is not authorized by this Agreement or any amendment thereto.

B. Notice of Circumstances Expected to Adversely Affect the Subrecipient's

Performance. The Subrecipient agrees to immediately notify NEIWPCC upon learning of any circumstances that can reasonably be expected to adversely affect the Subrecipient's delivery of services under this Agreement. If such notification is provided verbally, the Subrecipient agrees to follow the initial verbal notice with a written notice to NEIWPCC within three business days, including a description of the circumstances and the actions the Subrecipient is taking to address the matter.

C. Warrantees and guarantees.

- i. **Agreement Deliverables.** The Subrecipient warrants and represents that the work required by this Agreement will be performed in accordance with all terms and conditions contained in this Agreement.
- ii. **Compliance with Laws.** The Subrecipient warrants and represents that, throughout the term of the Agreement, in the performance of its obligations

under the Agreement, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls, and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.

- iii. **Workmanship Warranty.** The Subrecipient warrants and represents that all services and deliverables will meet the completion criteria set forth in the Agreement and that services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.
- iv. **Personnel Eligible for Employment.** The Subrecipient warrants and represents that all personnel performing work under this Agreement are qualified to provide such services and eligible for employment in the United States. The Subrecipient agrees to provide such proof of compliance as is required by NEIWPCC.
- v. **Survival of Warranties.** All warranties contained in the Agreement will survive termination of the Agreement.

D. Indemnification, Limitation on Liability.

- i. **Indemnification.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless NEIWPCC, and its commissioners, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Subrecipient or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of the Subrecipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against all Claims. It is agreed

that Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against NEIWPCC, and its commissioners, agents, and employees for losses arising from the work performed by the Subrecipient for NEIWPCC. This section is not subject to the limitation of liability provisions of the Agreement.

- ii. **Indemnification for Intellectual Property Infringement.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless NEIWPCC, and its commissioners, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the services, products, documentation, or deliverables furnished or utilized by the Subrecipient under this Agreement. It is the specific intention of the parties that the Indemnatee shall, in all instances,

except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against all Claims. It is agreed that Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against NEIWPCC, and its commissioners, agents, and employees for losses arising from the work performed by the Subrecipient for NEIWPCC. This section is not subject to the limitation of liability provisions of the Agreement.

E. Consent to Post. The Subrecipient consents to the posting of the Subrecipient's project reports and submittals on NEIWPCC's website and the funding source's website. Notwithstanding the foregoing, if the Subrecipient claims that any such documents contain confidential information or trade secrets that is protected from disclosure, then the Subrecipient may notify NEIWPCC and the project funding source of such claim at the time of submittal of such, and clearly mark each such document or the pertinent portion thereof as **"PROTECTED FROM DISCLOSURE,"** and include in its notice of claim the legal citation to the statutory and/or regulatory sources which provide the legal basis requiring NEIWPCC and the project funding source to provide such protection.

F. Suspension or Cancellation of Awards.

With 30 days' notice, NEIWPCC may discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to NEIWPCC on a timely basis, (b) the reports do not comply with the terms of this Agreement or fail to contain adequate information to allow NEIWPCC to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this Agreement, (d) NEIWPCC is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of NEIWPCC, violate the terms of NEIWPCC's cooperative agreement with EPA, or expose NEIWPCC to liability. NEIWPCC will provide notice of any determinations made under this paragraph. In the event NEIWPCC takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Agreement and the approved budget, NEIWPCC will consider in good faith permitting subaward funds to be used to pay such obligations.

G. Termination.

- i. **For Convenience.** By written notice, this Agreement may be terminated, at any time, by NEIWPCC for convenience upon 30 days' written notice, without penalty or other early termination charges due. If the Agreement is

terminated pursuant to this paragraph, NEIWPCC shall remain liable for all accrued but unpaid charges incurred through the date of the termination.

- ii. **For Cause** For a material breach that remains uncured, as solely determined by NEIWPCC, for more than 15 days from the date of written notice to the Subrecipient, the Agreement may be terminated by NEIWPCC, at the Subrecipient's expense, where the Subrecipient becomes unable or incapable of performing or meeting any requirements or qualifications set forth in the Agreement, or for non-performance, or upon a determination that the Subrecipient is non-responsible or for any of the other reasons stated in this paragraph. Such termination shall be upon written notice to the Subrecipient. In such event, NEIWPCC may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

H. Default.

- i. If either party breaches a material provision of this Agreement, which breach remains uncured for a period of 15 days after written notice thereof from the other party specifying the breach (or if such breach cannot be completely cured within the 15-day period, such longer period of time approved by the non-breaching party, provided that the breaching party proceeds with reasonable diligence to

completely cure the breach), or if the Subrecipient shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, then and in any such event, the other party may, at its option, terminate this Agreement upon 10 days' written notice and exercise such other remedies as shall be available under this Agreement, at law and/or equity.

- ii. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by the other under this Agreement shall impair any such right, power, or remedy or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.
- iii. If, due to default that remains uncured for the period provided herein, a third party shall commence to perform the Subrecipient's obligations under this Agreement, NEIWPCC shall thereafter be released from all obligations to the Subrecipient

hereunder, including any obligation to make payment to the Subrecipient; provided, however, that NEIWPCC shall continue to be obliged to pay for any and all work provided prior to any such date, and if any lump-sum payment has been made, NEIWPCC shall be entitled to a pro-rata refund of such payment.

H. Nondisclosure. The Subrecipient is prohibited from releasing any project work products to the public, including draft and/or final Quarterly or Final Reports, data, maps, and charts, without NEIWPCC's prior written consent, except to the extent disclosure is required by federal or state law, regulation, or a court order.

I. Press Releases. The Subrecipient agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Agreement shall be disseminated in any way to the public, nor shall any presentation be given regarding the Agreement without the prior written approval of NEIWPCC, which written approval shall not be unreasonably withheld or delayed provided, however, that the Subrecipient shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any state or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

J. Subcontracting. Neither the whole nor any part of this Agreement may be further subcontracted by Subrecipient without the prior written consent of NEIWPCC.

K. Independent Contractor Acknowledgement. The Subrecipient acknowledges and agrees that the

Subrecipient is an independent contractor and is not an agent, servant, or employee of NEIWPCC. The Subrecipient declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

L. Indirect Cost Rates. For Subrecipients *with* a current Negotiated Indirect Cost Rate Agreement (NICRA) on file with a federal agency, budgets and amended budgets must maintain consistency with the NICRA and the requirements of the Request for Proposals (RFP). For Subrecipients *without* a current NICRA, budgets and amended budgets must maintain consistency with the requirements of the RFP and may not exceed 10% of Modified Total Direct Costs (MTDC). As provided in 2 CFR § 200.308, if there is a change in key personnel specified in the Scope of Work, or the Subrecipient's project director is absent for more than three months or reduces time devoted to the project by 25 percent or more, the Subrecipient must request prior written approval from NEIWPCC for those changes.

M. Quality Assurance Project Plan (QAPP) Compliance. In accordance with 2 CFR § 1500.11, the Subrecipient is responsible for developing and implementing quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. If a QAPP is required, the Subrecipient must submit the QAPP to

NEIWPCC at least 60 days prior to the initiation of data collection or data compilation. The QAPP must be completed and approved by NEIWPCC and EPA prior to direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology. The Subrecipient is responsible for identifying funded activities that fall under QAPP requirements and informing NEIWPCC of these activities. The Subrecipient may not commence work covered by the QAPP, and NEIWPCC may not reimburse the Subrecipient for such work, prior to QAPP approval by EPA. NEIWPCC may reimburse the Subrecipient for non-covered expenses, including costs to develop the QAPP itself, prior to approval.

N. Water Quality Data. The Subrecipient agrees to ensure that all water quality data that is generated in accordance with an EPA approved Quality Assurance Project Plan is transmitted into EPA's Water Quality Exchange (WQX).

O. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. With respect to the Parties, this Agreement supersedes all inconsistent prior agreements with respect to the subject matter hereof, whether written or oral.

P. Modification. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties. This Agreement may not be modified or amended orally.

Q. Counterparts Clause. This Agreement may be executed in counterparts, each of which shall

be an original, but all of which together shall constitute one and the same instrument.

R. Assurances. By signing this Agreement, the Subrecipient certifies that:

- i. It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs."
- ii. It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR 85.510).
- iii. It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- iv. No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.
- v. It is complying with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).

- vi. It is in complying with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- vii. It is in complying with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.
- viii. Funds expended under this award will comply with the applicable Federal cost principles.
- ix. It will comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- x. It does not have any known conflicts of interest pertaining to work on this project.

S. Choice of Law. The Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except that any provision in this Agreement that refers to any federal law or agency rule or regulation shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies and quasi-judicial agencies of the federal government.

T. NEIWPCC Covid-19 Policy. The Subrecipient agrees to comply with the following NEIWPCC Covid-19 Policy:

OFFICE VISITORS

NEIWPCC is committed to providing a working environment that keeps all staff and visitors as safe as possible and promotes the well-being of our community. NEIWPCC encourages attendees to take CDC recommendations and their individual circumstances into account when deciding about preventative actions. It is recommended that all individuals who enter NEIWPCC offices during business hours be fully vaccinated, however this is no longer a requirement. Visitors should NOT enter the NEIWPCC office if they display any symptoms of COVID-19. Anyone who has tested positive for COVID-19 within the last ten (10) days must test negative prior to visiting the office.

CONFERENCE, MEETING, AND TRAINING ATTENDEES

NEIWPCC is committed to providing an event environment that keeps all participants as safe as possible and promotes the well-being of our community. It is recommended that all individuals who participate at NEIWPCC events be fully vaccinated, however this is no longer a requirement to attend. NEIWPCC encourages attendees to take CDC recommendations and their individual circumstances into account when deciding about preventative actions. By voluntarily choosing to attend NEIWPCC events, participants assume all risks associated with exposure to COVID-19. Attendees should NOT participate at NEIWPCC events if they display any symptoms of COVID-19. Anyone who has tested positive for COVID-19 within ten

(10) days of the event must test negative prior to attending.

U. NEIWPCC and LCBP Logos. All products and materials (including but not limited to agendas, press releases, web pages) associated with this project and/or developed under this Contract must include Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LC00A00981-0) to NEIWPCC in partnership with the Lake Champlain Basin Program.” All publications associated with this project and/or developed under this Agreement must include the Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LC00A00981-0) to NEIWPCC in partnership with the Lake Champlain Basin Program (LCBP). NEIWPCC manages LCBP’s personnel, contract, grant, and budget tasks and provides input on the program’s activities through a partnership with the LCBP. The contents of this document do not necessarily reflect the views and policies of NEIWPCC, the LCBP, or the EPA, nor does NEIWPCC, the LCBP or the EPA endorse trade names or recommend the use of commercial products mentioned in this document.” The provisions of this clause shall survive the expiration or earlier termination of this Agreement.

ATTACHMENT B – Insurance Specifications: (Documenting required General Liability limits of **\$2,000,000 Each Occurrence** and **\$3,000,000 General Aggregate**, Automobile Liability of **\$2,000,000 Each Accident**, and Workers' Compensation, naming NEIWPC as Additional Insured).

ATTACHMENT C – Scope of Work and Task Budget (CVRPC Specific):**Scope:**

The Subrecipient shall perform advisory services and technical modeling support for the Pass-Through Entity (NRPC) to accomplish the following tasks in accordance with the specifications detailed in the project's Quality Assurance Project Plan (QAPP).

Task #	Task Title	Subrecipient Responsibilities (Advisory/Statistical Support)
1	Start Up and Technical Planning	Provide technical consultation during the start- up of the project.
5a	Model Development- 1 (Draft Residential)	<p>Provide specialized economic and statistical advising to NRPC on the design, formulation, and interpretation of the draft hedonic models. Responsibilities include:</p> <ul style="list-style-type: none"> • Advising on model parameterization, variable selection, and functional forms (e.g., linear vs. log-linear) for initial hedonic regression. • Assisting NRPC with the technical execution of baseline models, robustness tests, and evaluation of various models to isolate the value attributable to water quality. • Providing technical input for the confirmation of the location and scale of the residential control area. • Advising on the evaluation and comparison of models to isolate water quality impacts.
5b	Model Development- 2 (Final Residential)	<p>Provide ongoing statistical and economic guidance during the final refinement phase of the residential valuation models:</p> <ul style="list-style-type: none"> • Advising on incorporating review feedback and QA revisions from the draft modeling phase. • Consulting on statistical improvements to water-quality measures (spatial and temporal) and testing model sensitivity to alternative time scales and geographic scales.

		<ul style="list-style-type: none"> Assisting in estimating how property values might change with significant water quality improvements (translating coefficients into monetary impacts).
6a	Model Development- 1 (Draft Retail)	<p>Provide statistical and analytical support for the development of draft retail activity regression models:</p> <ul style="list-style-type: none"> Providing technical direction for the development of initial regression models relating monthly retail sales tax receipts to water quality metrics (human-reported and sampled data), weather, traffic, and other factors, ensuring appropriate control for Covid-related factors and seasonality. Consulting on the application of the initial model in scenarios designed to derive local 'retail tax losses per day with cyanobacteria blooms'. Advising on the evaluation and comparison of models and changes in retail tax attributable to water quality.
6b	Model Development- 2 (Final Retail)	<p>Provide expertise for the completion and finalization of the retail-economy model:</p> <ul style="list-style-type: none"> Advising on incorporating review feedback and QA revisions from the draft retail phase. Consulting on methods to strengthen the input dataset (e.g., gap filling, correcting anomalous values, and designing refined indicators such as rolling average of bloom days, dummy variables for border closing/reopening). Providing statistical advice on re-estimation of the regression model at town and county levels, including testing model sensitivity to different time periods, time lags, and outlier trims. Assisting in the final estimation of how retail tax receipts might change with significant improvements in water quality (translation of coefficients into monetary impacts).

BUDGET

Task #	Task Title	Hours	Amount
1	Start up	4	\$400
5a	Model Development 1 (draft)	6	\$600
5b	Model Development 1 (final)	6	\$600
6a	Model Development 2 (draft)	6	\$600
6b	Model Development 2 (final)	6	\$600
Total		28	\$2,800

Subrecipient's Form W-9.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Central Vermont Regional Planning Commission

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Political subdivision of the State of Vermont

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

29 Main Street, Suite 4

6 City, state, and ZIP code

Montpelier, VT 05602

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

0 3 - 0 2 2 5 6 7 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Christopher Mayo

Date ►

9/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate of Insurance: Evidence of all required insurance coverage.

Contracts
CENTVER-15
CERTIFICATE OF LIABILITY INSURANCE

41 KBARABE
DATE (MM/DD/YYYY)
7/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	CONTACT NAME: Kayla Barabe PHONE (A/C, No, Ext): (802) 752-2311 FAX (A/C, No): E-MAIL ADDRESS: kbarabe@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Central Vermont Regional Planning Commission 29 Main St., Suite 4 Montpelier, VT 05602	INSURER A : MMG Insurance Company	NAIC # 15997
	INSURER B : Markel Insurance Company	38970
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

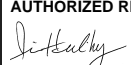
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP 56018	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA13699537	7/22/2025	7/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWC0113313-09	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The volunteer board of directors is excluded from workers compensation.

Additional insured status applies on the general liability per terms and conditions of attached form CG2026 (11-85).

CERTIFICATE HOLDER

CANCELLATION

Northwest Regional Planning Commission 75 Fairfield St Saint Albans, VT 05478	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

QAPP (Quality Assurance Project Plan): Final version to be attached upon approval.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Standard Contract
87 State Street Environmental Services

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$ 2,500.00	Contract Start Date: 9/8/2025	Contract End Date: 9/29/2025	
Contractor Name: Stone Environmental, Inc.			
Contractor Physical Address: 535 Stone Cutters Way			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: 535 Stone Cutters Way			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns/UEI: QE7MCUWLYAA5		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 09/8/2025 Initials: CBM SAM Expiration Date: 6/26/2026		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 9/8/2025 Initials: LF 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: 9/8/2025 Initials: LF		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 9/8/2025 Initials: LF		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: 9/8/2025 Initials: LF		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		

Date: 9/8/2025		Initials: LF	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]			
Date: 9/8/2025		Initials: LF	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)			
Date: 9/8/2025		Initials: LF	
SECTION 3 – FUNDING SOURCE			
Awarding Entity:		Department of Housing Community Development	
Contract #:		07110-26-CVRPC-GSA Property	
Funding Type:	<input type="checkbox"/> Federal	CFDA/ALN #:	
		Program Title:	
	<input checked="" type="checkbox"/> State		
	<input type="checkbox"/> Municipal		
	<input type="checkbox"/> Other	Source: (ex. private, non-profit, etc.)	
SECTION 4 – CONTACT INFORMATION			
CVRPC		CONTRACTOR	
<u>Project Contact/Coordinator</u>		<u>Project Contact/Manager</u>	
Name: Lincoln Frasca		Name: Dan Voisin	
Title: Planner		Title: Director of Environmental Assessment and Remediation Services	
Work Phone: 802-229-4164		Work Phone: 802-279-8174	
Email: Frasca@cvregion.com		Cell Phone (if applicable):	
		Email: dvoisin@stone-env.com	
<u>Finance/Billing</u>		<u>Finance/Billing</u>	
Name: Christian Meyer		Name: Ian Barr	
Title: Executive Director		Title: Accountant	
Work Phone: 802-595-5358		Work Phone: 802-229-4541	
Email: Meyer@cvregion.com		Email: ar@stone-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 Stone Environmental, Inc. with its principal place of business at 535

Stone Cutters Way, Montpelier, VT, 05602 (hereafter called "Contractor"). Contractor's form of business organization is Domestic Profit Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Environmental Services at 87 State Street Montpelier. 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 \$2,500.00.

4. Contract Term. The period of contractor's performance shall begin on September 8, 2025, and end on September 29, 2025.

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

Approval by the Executive Committee is not required.

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

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

8. Attachments. This contract consists of 16 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions and Monitoring & Reporting Requirements

Attachment C - Standard Agreement Provisions (effective date 10/1/24)

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

- 1) Standard Contract
- 2) Attachment C (Standard Agreement Provisions)
- 3) Attachment A (Scope of Work to be Performed)
- 4) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:Signature: Christian MeyerName: Christian MeyerTitle: Executive DirectorDate: September 29, 2025**For the Contractor:**Signature: D. VoisinName: Daniel VoisinTitle: Senior Geologist, DirectorDate: September 29, 2025

ATTACHMENT A

Scope of Work to be Performed

See attached letter

September 8, 2025

Jon Copans, Executive Director
Montpelier Commission for Recovery and Resilience
jon@montpelierstrong.org

Eli Toohey, Community Development Planner
Central Vermont Regional Planning Commission
toohey@cvregion.com

Stone Project No. 202511237

Subject: Cost Estimate for Environmental Consulting Services, 87 State Street, Montpelier, Vermont

Dear Eli and Jon,

Stone Environmental is pleased to provide the Montpelier Commission for Recovery and Resilience (MCRR) and Central Vermont Regional Planning Commission (CVRPC) the following cost estimate to perform environmental consulting services in support of due diligence of the property at 87 State Street in Montpelier, Vermont. We understand that MCRR, or its subsidiary, is interested in purchasing the property for mixed-use redevelopment.

1. Proposed Scope of Services

Stone will perform the following services, under the direction of MCRR and CVRPC:

- Perform a walk through, visual survey of the building for likely contaminated materials (e.g., asbestos, lead, PCBs, mold) and generate a proposed scope of work for materials sampling and analysis;
- Review the existing Phase I ESA, prepared by others and provided by the General Services Administration (GSA), and advise on proposed next steps for environmental site assessment or corrective action planning, as needed; and
- Provide an order of magnitude estimate of abatement of asbestos containing building materials and additional environmental site assessment, as needed.

A letter report will be prepared by Stone presenting the compiled findings of the environmental condition of the site. The report will include an order of magnitude costs for abatement and environmental assessment based on proxy projects that have completed abatement recently.

2. Schedule

Stone will attend the scheduled walk-through on September 10, 2025. Assuming requested environmental documents are provided before September 12, 2025, Stone will provide our report by September 19, 2025.

3. Project Team

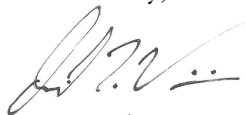
Daniel Voisin, Senior Geologist and Director of Environmental Assessment and Remediation Services at Stone, will serve as Project Manager and lead technical resource for this project. Voisin will review all environmental reports, prepare a summary of data gaps, and provide an estimate of costs for further site assessment, as necessary. Clay Point Associates, Inc. of Williston, Vermont will perform asbestos survey and abatement cost estimation services. Stone has teamed with Clay Point on many brownfield redevelopment projects, including the mixed-use redevelopment of the former Bennington High School currently under construction.

4. Estimated Costs

The proposed cost to perform the scope of services listed above is \$2,500. The cost for further assessment, if required, will be evaluated as part of this initial scope.

On behalf of Stone, I appreciate the opportunity to provide these services to the MCRR and CVRPC. Please feel free to reach out with any questions or comments.

Sincerely,



Daniel Voisin

Senior Geologist, Director of Environmental Assessment and Remediation Services

Mobile / 802.279.8174

Email / dvoisin@stone-env.com

O:\PROJ-25\EAR\20251127 87 State Street Montpelier\Proposal\Drafts\20251127 87 State Street Proposal for Environmental Consulting Services.docx

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

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

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

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

Payment. Work performed will be paid as follows:

FIXED PRICE (DELIVERABLES):

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

<u>Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
Site visit & final report with estimates	September 29, 2025	\$2,500.00

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. In the case of a cost reimbursement agreement, 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

Contractor:

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.
- 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) 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

87 State Street Design Services

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$ 31,975.00	Contract Start Date: 11/7/2025	Contract End Date: 6/1/2026	
Contractor Name: gbArchitecture, Inc.			
Contractor Physical Address: 1 Mill Street, Suite 215			
City: Burlington	State: VT	Zip Code: 05401	
Contractor Mailing Address: 1 Mill Street, Suite 215			
City: Burlington	State: VT	Zip Code: 05401	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns/UEI: FANLZNEAL628		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 8/26/2025	Initials: NC	SAM Expiration Date: 7/8/2026
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 8/26/2025	Initials: LF	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: 8/26/2025	Initials: LF	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))		
Date: 8/26/2025	Initials: LF	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date: 8/26/2025	Initials: LF	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		

Date: 8/26/2025	Initials: LF
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]	
Date: 8/26/2025	Initials: LF
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)	
Date: 9/15/2025	Initials: LF
SECTION 3 – FUNDING SOURCE	
Awarding Entity:	Department of Housing Community Development
Contract #:	07110-26-CVRPC-GSA Property
Funding Type:	<input type="checkbox"/> Federal CFDA/ALN #: Program Title:
	<input checked="" type="checkbox"/> State
	<input type="checkbox"/> Municipal
	<input type="checkbox"/> Other Source: (ex. private, non-profit, etc.)
SECTION 4 – CONTACT INFORMATION	
CVRPC	CONTRACTOR
<u>Project Contact/Coordinator</u>	<u>Project Contact/Manager</u>
Name: Lincoln Frasca	Name: Stephen Kredell
Title: Planner	Title: Principal
Work Phone: 802-229-4164	Work Phone: 802-613-3701
Email: Frasca@cvregion.com	Cell Phone (if applicable): Email: skredell@gbarchitecture.com
<u>Finance/Billing</u>	<u>Finance/Billing</u>
Name: Christian Meyer	Name: Stephen Kredell
Title: Executive Director	Title: Principal
Work Phone: 802-229-0389	Work Phone: 802-613-3701
Email: meyer@cvregion.com	Cell Phone (if applicable): Email: skredell@gbarchitecture.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 gbArchitecture, Inc. with its principal place of business at 1 Mill Street, Suite 215 Burlington, VT 05401 (hereafter called "Contractor"). Contractor's form of business

organization is a 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 about the study of Development Feasibility of 87 State Street Montpelier. 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 \$31,975.00.

4. Contract Term. The period of contractor's performance shall begin on November 7, 2025, and end on June 1, 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 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 55 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 - gbArchitecture Revised Scope of Work

Attachment E - gbArchitecture Proposal

Attachment F - Standard State Provisions: Architect/Engineer Professional Service Agreement

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

- 1) Standard Contract
- 2) Attachment C (Standard Agreement Provisions)
- 3) Attachment A (Scope of Work to be Performed)

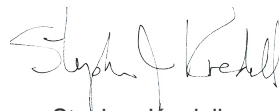
- 4) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)
- 5) Attachment F (Architect/Engineer Professional Service Agreement)

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

For the CVRPC:

Signature: 
Name: Christian Meyer
Title: Executive Director
Date: 11/7/2025

For the Contractor:

Signature: 
Name: Stephen Kredell
Title: Principal
Date: 11/6/2025

ATTACHMENT A

Scope of Work to be Performed

SCOPE OF WORK:

The selected contractor will evaluate both the 87 State Street parcel as well as the larger redevelopment area known as “the Pit.” The initial focus of work will be on the 87 State Street parcel, but all redevelopment scenarios for that parcel shall ensure the potential for future coordinated redevelopment of the Pit. This first phase of work will inform decision-making regarding the acquisition and future redevelopment of the parcel. A second phase of work for services focused on narrowing of options and developing a feasibility document has been procured in parallel with Phase I. Phase II is contingent upon availability of funding and the amendment of this agreement. The Montpelier Commission for Recovery and Resilience (MCRR) is in active negotiations with the US General Services Administration (GSA) and is actively searching for a redevelopment partner(s). The following scope of work may be impacted and/or adjusted by these ongoing negotiations.

PHASE I

Part 1: 87 State Street

Task 1a: Evaluation of Existing Building

- Evaluate the building considering the structure and potential flood resiliency responses
- Evaluate the site for access points, Base Flood Elevation, etc.
- Evaluate the existing floor plans relative to how the building can be used in the future while addressing the base flood elevation

Task 1b: Flood Resilient Adaptive Reuse options for Existing Building

- Look at possible solutions for using the existing building while incorporating flood resilient strategies
- Consider how the structure can be modified relative to these strategies

Task 1c: Test fits for additional development on the site assuming the existing building remains

- Consider other uses at unbuilt portions of the site taking into account access points, Court Street, and adjacent properties including how many additional housing units or square feet of commercial or office space could be constructed
- Block diagrams and hand sketches of potential programmatic responses

Task 1d: Test fits for redevelopment of the site assuming the existing building is demolished

- Block diagrams and hand sketches of potential programmatic responses

Part 2: The “Pit”

Task 2a: Clarify range of program targets and design goals

- Develop general program ideas with CVRPC and MCRR that are tailored to current thoughts about both the Pit and 87 State Street

Task 2b: Development of accurate base map (topo and flood data)

- Vermont Survey will provide an ALTA/NSPS Land Title Survey that conforms to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys for 87 State Street parcel only

Task 2c: Identify flood resilient options for meeting development goals

- Prioritization of options based on economic development, parking, housing, and flood mitigation

Task 2d: Development of multiple test fits with respect to program, parking, and constructed space

- Block diagrams; viewshed, pedestrian, open space studies, etc. for multiple test fits

PHASE II

Proposals for the following tasks has been procured in parallel with Phase I but will be contingent upon availability of funding and the amendment of this agreement.

Part 1: 87 State Street

Task 1a: Evaluation of Existing Building

- Development of drawings and inclusion of evaluation in a Feasibility Document

Task 1b: Flood Resilient Adaptive Reuse options for Existing Building

- Development of drawings and inclusion of evaluation in a Feasibility Document

Task 1c: Test fits for additional development on the site assuming the existing building remains

- Narrowing of options to meet development needs. Development of conceptual drawings. Inclusion in Feasibility Document

Task 1d: Test fits for redevelopment of the site assuming the existing building is demolished

- Narrowing of options to meet development needs. Development of conceptual drawings. Inclusion in Feasibility Document

Part 2: The "Pit"

Task 2b: Development of accurate base map (topo and flood data)

- Inclusion of VT Survey information into Feasibility Document (requirements for mapping of the "Pit" to be addressed as an additional service)

Task 2c: Identify flood resilient options for meeting development goals

- Sketches, diagrams, and studies illustration options that meet the goals developed through Task 2A; inclusion of options in a Feasibility Document

Task 2d: Development of multiple test fits with respect to program, parking, and constructed space

- Development of studies; inclusion of test fits in a Feasibility Document

ATTACHMENT B**Payment Provisions and Monitoring & Reporting Requirements****PAYMENT PROVISIONS**

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

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

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

Payment. Work performed will be paid as follows:

FIXED PRICE (DELIVERABLES):

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

<u>Part 1: Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
Task 1a: Evaluation of Existing Building [Note: Original building drawings are available]	6/1/2026	\$4,500.00
Task 1b: Flood Resilient Adaptive Reuse options for Existing Building	6/1/2026	\$5,200.00
Task 1c: Test fits for additional development on the site assuming the existing building remains	6/1/2026	\$2,000.00
Task 1d: Test fits for redevelopment of the site assuming the existing building is demolished	6/1/2026	\$2,500.00
Total:		\$14,200.00

<u>Part 2: Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
Task 2a. Clarify range of program targets and design goals	6/1/2026	\$1,250
Task 2b. Development of accurate base map (topo and flood data)	6/1/2026	\$12,275
Task 2c. Identify flood resilient options for meeting development goals	6/1/2026	\$1,250
Task 2d. Multiple development test fits	6/1/2026	\$3,000
Total:		\$17,775

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. In the case of a cost reimbursement agreement, 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: Lincoln Frasca, frasca@cvregion.com
 CC: Christian Meyer, meyer@cvregion.com

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:

Contractor:

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

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

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

Regular Progress Reporting. Accompanying 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) **Replaced by Attachment E**
- 7) **Replaced by Attachment E**
- 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)

Lincoln Frasca

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

87 State Street DESIGN SERVICES

Dear Lincoln,

Please find the revised organization of the scope of services for the 87 State Street project. As you are aware, our initial proposal allocated fees to Tasks that were described in the Request for Proposals. Recently, we are asked to limit initial fee expenditure by splitting the tasks into smaller pieces with the goal of completing the work over two steps. The description below is an attempt to describe the deliverables in each Part relative to the “phase”. Please know that the edges here are a bit fuzzy and that it’s difficult to definitively define the deliverable for each Part and Phase.

Please let me know if you have any questions or comments.

REVISED SCOPE OF SERVICES

PART 1 & Part 2 – broken into two separate parts over the two phases

The total fee will remain identical to what was presented in the original contract however it will be broken into Part 1 and Part 2.

Part 1 Total = \$31,975

Part 2 Total = \$32,245

DELIVERABLES**PART 1: 87 State Street**

Part 1, Task 1A: Evaluation of Existing Building

- Phase 1: Structural evaluation with sketches
- Phase 2: Development of drawings and inclusion of evaluation in a Feasibility Document

Part 1, Task 1B: Flood Resilient Adaptive Reuse options for Existing Building

- Phase 1: Structural evaluation of adaptive reuse options with architectural hand sketches of plans/sections
- Phase 2: Development of drawings and inclusion of evaluation in a Feasibility Document

Part 1, Task 1C: Test Fits for additional development of the site while keeping the existing building

- Phase 1: Block diagrams and hand sketches of potential programmatic responses.
- Phase 2: Narrowing of options to meet development needs. Development of conceptual drawings. Inclusion in Feasibility Document.

Part 1, Task 1D: Test Fits for additional development of the site if the existing building is demolished.

- Phase 1: Block diagrams and hand sketches of potential programmatic responses.
- Phase 2: Narrowing of options to meet development needs. Development of conceptual drawings. Inclusion in Feasibility Document.

PART 2: The "Pit"

Task 2A: Clarify range of program targets and design goals

- Phase 1 only: Programmatic development and definition

Task 2B: Development of accurate base map (topo and flood data)

- Phase 1: Vermont Survey will provide an ALTA/NSPS Land Title Survey that conforms to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys for 87 State Street parcel only.
- Phase 2: Requirements for mapping of the "Pit" to be addressed as an Add Service. Inclusion of VT Survey information into Feasibility Document


Task 2C: Identify flood resilient options for meeting development goals

- Phase 1: No work; moved entirely to phase 2
- Phase 2: Sketches, diagrams, and studies illustrating options that meet the goals developed through Task 2A; inclusion of options in a Feasibility Document

Part 2, Task 2D: Multiple develop test fits

- Phase 1: Block diagrams; viewshed, pedestrian, open space studies, etc for multiple test fits
- Phase 2: Development of Phase 1 studies; inclusion of test fits in a Feasibility Document

Thank you,



Steve Kredell, AIA

gbArchitecture

87 State Street										
PHASE I: 87 STATE STREET	gbA	part 1	part 2	DeWolfe	part 1	part 2	VT Survey	part 1	part 2	Fee
Task 1A	\$2,500	\$1,000	\$1,500	\$3,500	\$3,500	\$0	\$0			\$6,000
TASK 1B	\$4,500	\$2,000	\$2,500	\$3,200	\$3,200	\$0	\$0			\$7,700
TASK 1C	\$6,000	\$2,000	\$4,000	\$2,100	\$0	\$2,100	\$0			\$8,100
TASK 1D	\$6,500	\$2,500	\$4,000	\$2,100	\$0	\$2,100	\$0			\$8,600
Total for Phase 1										\$30,400
PHASE II: THE PIT	gbA			DeWolfe			VT Survey			Fee
TASK 2A	\$2,500	\$2,500	\$0	\$0	\$0	\$0	\$0			\$2,500
TASK 2B	\$945	\$500	\$445	\$0	\$0	\$0	\$11,775	\$11,775	\$0	\$12,720
TASK 2C	\$6,500	\$0	\$6,500	\$2,800	\$0	\$2,800	\$0			\$9,300
TASK 2D	\$6,500	\$2,000	\$4,500	\$2,800	\$1,000	\$1,800	\$0			\$9,300
Total for Phase 2										\$33,820
PHASE III:										
ADDITIONAL SERVICES										
Part 1 TOTAL		\$12,500			\$7,700			\$11,775		\$31,975
Part 2 TOTAL			\$23,445			\$8,800			\$0	\$32,245
GRAND TOTAL	\$35,945			\$16,500			\$11,775			\$64,220

Attachment E: gBA Proposal

87 State Street:
REQUEST FOR PROPOSAL
Montpelier, Vermont
August 14, 2025

gbArchitecture

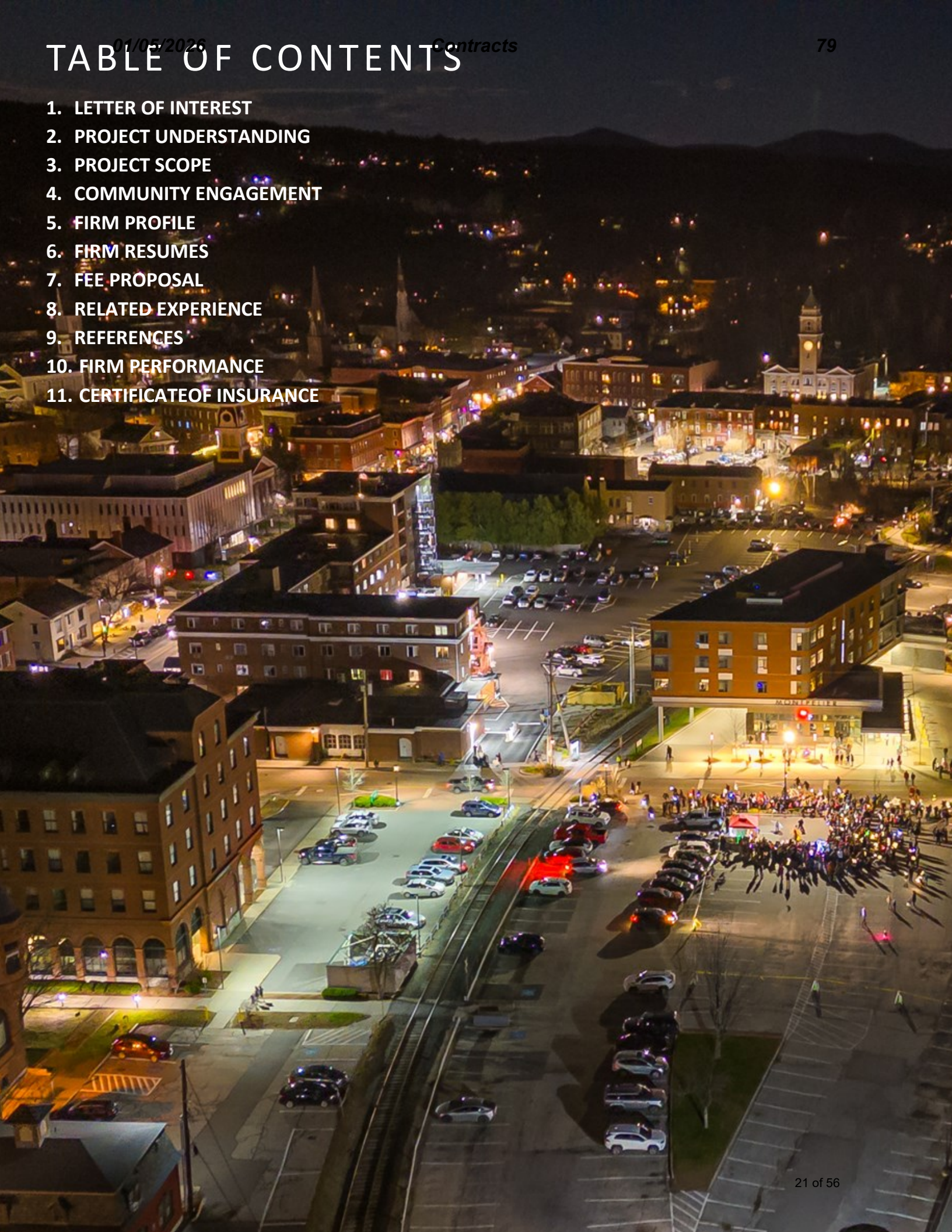
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11. CERTIFICATE OF INSURANCE



1. LETTER OF INTEREST

August 14, 2025

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

RE: 87 State Street Design Services

Dear Lincoln,

gbArchitecture is pleased to submit a proposal for planning and design services for 87 State Street in Montpelier, Vermont. We have extensive experience in Montpelier and extensive experience related directly to 87 State and the adjacent site, familiarly known as "The Pit,". Through our long tenure in Montpelier, we have had the great fortune to be involved in a large number of studies and projects located in Montpelier – the Montpelier Capital District Masterplan, studies of Court Street, Main Street, Governor Davis Avenue, and State Street. It should be noted that these previous studies simply give us a deep knowledge of Montpelier and this site. However, we would approach this project anew with no predisposed solution. This would be a fresh look at 87 State but with the background plus knowledge of current conditions. While we believe that this prior experience will contribute much to this project, we are really energized to look at opportunities for 87 State Street building and the properties identified in the RFP through today's context, conditions, and a new lens. gbA has experience with complex Public/Private funding, and with high community engagement processes. We value contributions from stakeholders and community members and excel at facilitating a variety of ways to gather input and feedback.

Our firm has designed many buildings in Montpelier's flood zone that have withstood recent floods with no damage. You will see several examples of those projects in the following pages. Based on our success, Kellogg-Hubbard Library recently hired gbA to assist with flood resilience for the historical part of the building.

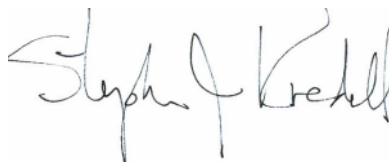
Gregg Gossens, a founding partner, will lead this project. Gregg's work on the Central Vermont Regional Planning Commission will provide direct insight into the goals of the commission, and this site in particular.

We are extremely excited to be considered to be part of this effort.

Thank you for your consideration.



Diantha S. Korzun, AIA LEED AP
Principal, gbA



Steve Kredell, AIA LEED AP
Principal, gbA



Gregg Gossens
Founding Partner, gbA

2. PROJECT UNDERSTANDING

Central Vermont Regional Planning Commission (CVRPC), with the Montpelier Commission for Recovery and Resilience (MCRR), is seeking planning and design expertise to help identify redevelopment opportunities for 87 State Street and the adjoining parcel known as “The Pit.” In addition to producing development concepts, this study will help support the due diligence effort necessary for future acquisition of the 87 State Street property. gbArchitecture’s experience in downtown Montpelier, both as a firm and community members, will be invaluable for this undertaking.

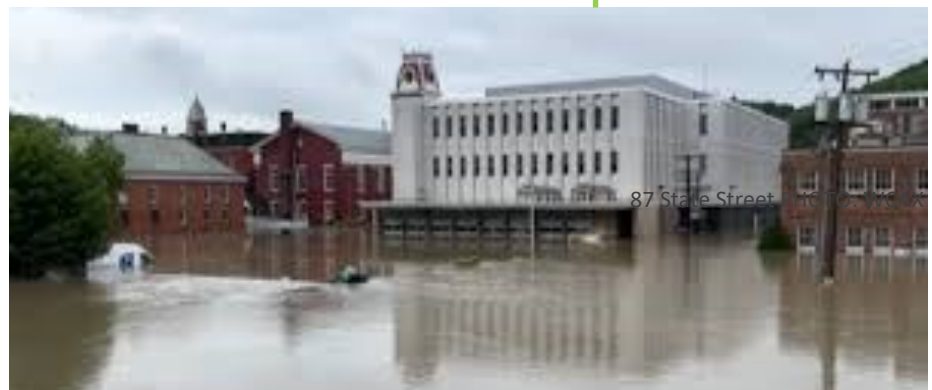
gbA’s work will include an evaluation and study for the 1.6-acre site and the potential for coordinated development of the Pit. This new study will build on our firm’s previous work, including the 2000 Capital District Master Plan and 2001 Court Street Parking Study (see relevant experience later in this proposal).

gbA recognizes the need to include analysis of the building at 87 State Street, and incorporate flood resiliency, as well as parking serving the larger area into various planning scenarios. We will develop concepts that include the adaptive reuse of the 87 State St. building, as well as those in which the building is demolished.

gbA will partner with stakeholders, and engage the community, as desired. Public engagement may include a community charrette. Deliverables will include analysis and reports, programming-informed scenarios, and visual materials of preferred development approaches.



One Taylor Housing and Multi-Modal Transit Center, designed by gbA, withstands 2023 flooding in Montpelier, while surrounding buildings succumb to rising flood waters.



3. PROJECT SCOPE

SCOPE OF WORK—FROM RFP

CVRPC and MCRR are seeking a design partner to evaluate both the 87 State Street parcel as well as the larger redevelopment area known as “the Pit.” The initial focus of work will be on the 87 State Street parcel, but all redevelopment scenarios for that parcel shall ensure the potential for future coordinated redevelopment of the Pit. This first phase of work will inform decision-making regarding the acquisition and future redevelopment of the parcel.

TASKS:

Part 1: 87 State Street

TO BE COMPLETED BY 9/30/2025

Task 1a: Evaluation of Existing Building

- Evaluate the building considering the structure and potential flood resiliency responses
- Evaluate the site for access points, Base Flood Elevation, etc.
- Evaluate the existing floor plans relative to how the building can be used in the future while addressing the base flood elevation

Task 1b: Flood Resilient Adaptive Reuse options for Existing Building

- Look at possible solutions for using the existing building while incorporating flood resilient strategies.
- Consider how the structure can be modified relative to these strategies.

Task 1c: Test fits for additional development on the site assuming the existing building remains

- Consider other uses at unbuilt portions of the site taking into account access points, Court Street, and adjacent properties.

Task 1d: Test fits for redevelopment of the site assuming the existing building is demolished



3. PROJECT SCOPE

Part 2: The “Pit”

TO BE COMPLETED BY 12/31/2025

Task 2a: Clarify range of program targets and design goals

- Develop general program ideas with CVRPC and MCRR that are tailored to current thoughts about both the Pit and 87 State Street.
- gbA is excited about the opportunity to look at The Pit site with fresh ideas. Our earlier knowledge will inform these efforts, but it will in no way limit or constrain our thorough investigation into the opportunities there.

Task 2b: Development of accurate base map (topo and flood data)

- Please note that we have allowed for a complete topographic survey and base mapping. If this scope is more intensive than required, then we can adjust as necessary. (see Fee Schedule)

Task 2c: Identify flood resilient options for meeting development goals

Task 2d: Multiple development test fits

- Develop and test multiple configurations with respect to program, parking, and constructed space.

Additional Services

Task 3a: Public Engagement / Charrette

- We have done a considerable amount of this. See the image on the following page; it shows some of the public engagement process that was performed for the One Taylor project which was also a public/private partnership.

Task 3b: Develop renderings and other graphics of the preferred development approach for 87 State Street

Task 3c: Develop renderings/visual materials for the Pit as well.

4. COMMUNITY ENGAGEMENT

COMMUNITY OUTREACH AND CONSENSUS BUILDING PROCESS

Our team has a great deal of experience with community projects, and we know what it takes to convey these ideas in a clear way to the community, as well as potential funders. We encourage collaboration and are experienced in facilitating a hands-on approach. Our goal in any project is to develop realistic concepts that are both forward thinking and functional.

If selected to work with your team, we'd anticipate a project "kick-off" charrette style design meeting involving the key leadership to understand your vision for the project and identify expectations. We will discuss project goals and project parameters. Most importantly, we will confirm how you want the project to feel and be perceived by others.

We have experience in facilitating meetings with groups; our team will come with a clear agenda pertaining to the information needed, making sure that the appropriate items are covered and that the right people are in the room. These will be working meetings, where input from all involved will be used to develop the program and spark concept ideas. This is a great way to build ownership and consensus. We use a variety of methods to engage stakeholders. — surveys, post-it note comments, methods where the participant "purchases" their wants/needs, and through the creation of prioritization and preference ranking. We very much try to vary our approaches because for some the process can be intimidating.

Our team will develop a timeline with multiple alternate design concepts based on various discussions with your leadership team and other members of the community. This will include floor plans and renderings to convey the design intent of each option. These are typically "hands on" working sessions where we discuss pros and cons of each approach. We find it to be an important and informative method of conveying needs and direction to the community at large.



5. FIRM PROFILE

gbArchitecture is a recognized green design studio with numerous award winning projects throughout the United States and Europe. The studio specializes in socially and environmentally responsible projects including K-12 schools, affordable housing, community centers, libraries, food coops, socially responsible businesses, and downtown revitalization projects. The studio's mission is to create places that are beautiful, functional, and affordable while strengthening communities and complementing the natural environment. gbA places an emphasis on creative and innovative design solutions, and achieves this through a highly collaborative process within the studio, with clients, and the design team.

The **communities** in which we live and work are our inspiration. Our daily interactions and working **collaborations** continuously refine our thoughts on architecture and place making.

ORGANIZATIONAL HISTORY

gbArchitecture was founded in Montpelier, VT, from where we served communities throughout Vermont and beyond from 1990 to 2024. Gregg Gossens, a founding partner with deep project experience in Montpelier, will lead this project. Gregg's work with the Montpelier Commission for Recovery and Resilience (MCRR) will contribute valuable insights to this study. Our previous studies of 87 State Street and its surrounding areas will prove valuable. However, we approach every project with open curiosity for each new objective and evolving context, and are committed to studying this site and opportunities with renewed interest and a new lens. In 2024, the firm relocated to Burlington, Vermont.

COLLABORATION

Architecture is, in part, the art of collaboration. We engage our clients and building users as critical participants in a productive dialogue through all phases of a project. It is this essential exchange that allows us to create built spaces that both meet the specific needs of our clients and provide welcoming, aesthetically pleasing spaces.

PROGRAMMING

The first product of our collaboration is a series of sketches that explore the function, quality, mood, appearance, massing, scale, and adjacencies of buildings, as well as initial material concepts. During programming, we simultaneously assess the opportunities and challenges of a given project: site considerations, project cost, sustainability issues, and the building's cultural context. These sketch ideas are tested and refined based on client input to formulate a design concept that is both appropriate for the place it will occupy and a realization of the client's functional and aesthetic needs.

DESIGNING SUSTAINABLY

Our practice of architecture explores design, construction systems, and sustainable strategies to best address the immediate and future needs of each project. We are continually refining both design and building methods to align with current building science as a way to minimize each project's environmental footprint. We work within our clients' means to build, design, and detail in a sustainable way, as well as to develop innovative solutions that address the specific needs of a project's users.

EXECUTION

We oversee the construction of every project to ensure that work is performed to our exacting standards and that of our clients. For our work abroad, we team with a local architect but stay on as the design architect, acting as the trusted advisor to the client during construction documents and through construction.

5. FIRM PROFILE

DESIGN & TECHNICAL EXPERTISE

gbA excels at designing technically advanced buildings and renovations that exceed the client's expectations and improve both the form and function of the space for staff and patrons alike. Our thorough design documents result in cost savings for the owner during construction.

CLIENT SERVICE

We provide innovative design with a high level of client service. We feel that our personalized team concept is the reason that much of our work is from repeat clients and direct referrals. We believe that the ability to combine client and user input with innovative design, in a technically competent and cost effective structure, is one of our firm's greatest strengths.

COMMUNICATION

Good communication is the key to our success. We understand the value of single point communication. All owner communication will go through Gregg and be disseminated to the team; and visa versa, all team communication will be treated the same way as it is conveyed to the owner team.

ENTHUSIASM & DEDICATION

Our team at gbA believes that we have a civic obligation to design in a manner that enhances communities. Working with clients and building users to develop the proper creative solution for a project is an aspect of our work that we deeply enjoy.

WORKING WITH A COMMUNITY

We have completed dozens of community and multi-use projects over the years and know the many intricacies inherent in dealing with various interested parties. Our true passion lies in working with community members to create and design spaces that bring lasting value and meaning to the people who experience them.

COMMITMENT TO HISTORIC PRESERVATION

gbA has extensive experience with both historic preservation and renovation. We have worked with many historically significant buildings and have a keen understanding of the delicate nature of attaching new to existing. This understanding allows gbA to not only preserve the historic, but elevate its connection to the community.

Some of gbA's most successful projects have been infill development projects—One Taylor Housing and Transit Center, 79 Pine Street Apartments, 85 North Street, Red Clover Commons, Brattleboro Co-op, plus many more. We pride ourselves on our ability to work within existing contexts and to improve an area by designing environments that serve the evolving needs of the community. Furthermore, an infill project often involves reclamation of a formerly used site or perhaps even the a brownfield site. Improving these conditions while helping communities re-use sites is among the work we are the most proud of.



6. PROJECT TEAM RESUMES

PERSONNEL ASSIGNED TO THE PROJECT

Gregg Gossens AIA | Founding Partner, Project Lead

Steve Kredell AIA | Principal

Austin Jarvis Architectural Designer



6. PROJECT TEAM

87 State Street Project Team

gbArchitecture: Architecture and Project Management

Planning
Architectural Design
Resiliency
Sustainability



PROJECT LEAD:
Gregg Gossens AIA



Steve Kredell AIA
Principal



Austin Jarvis
AIA Associate

DeWolfe Engineering Assocaites: Structural and Civil Engineering

Structural Evaluation
Structural Design
Civil Engineering
Civil Permitting



Nicole D. Crum, P.E.
Senior Managing Engineer



Christopher J. Temple, P.E.
President, Principal Engineer



Brian M. Lane-Karnas, P.E.
Vice President,
Senior Managing Engineer

These are the project leaders from gbArchitecture and DeWolfe Engineering Associates. gbA and DeWolfe will leverage additional staff expertise as required for this project.



PROFESSIONAL EXPERIENCE

gbA Architecture

1990-present
Burlington, Vermont
Project Architect
Founding Partner

The Burley Partnership

1980-1990
Burlington, Vermont
Project Architect

Miller, Wagner, Coenen Architects

1978-1980
Neenah, Wisconsin
Project Architect

HGA Architects

1976-1978
Minneapolis, MN
Intern Architect

EDUCATION

University of Minnesota 1980
College of Built Environments & Design
Master of Architecture

University of Wisconsin 1978
School of Urban Planning & Architecture
BA Architecture/Urban Planning

Gregg Gossens, AIA

Founding Partner

A founding partner of gbA, Gregg is a committed believer in a collaborative creative process and the ability of design to transform and enhance communities.

SELECTED PROJECTS

One Taylor Street Multi Modal Transit Center and Affordable Housing,
Montpelier, VT

Johnson State College Library/Learning Center, Johnson, VT.

79 Pine Street 49 apartment infill housing. Burlington VT.

One Lakeview, mixed income housing, Burlington VT.

Springfield Food Coop, Springfield, VT

Littleton Food Coop, Littleton NH.

Gile Housing new neighborhood, Hanover, NH

Wentworth Housing, White River Junction, VT

Co-op Plaza Redevelopment, Food Co-op & Affordable Housing,
Brattleboro, VT

District Energy Facility, Montpelier, VT

Kellogg Hubbard Library, Montpelier, VT

Rock Of Ages Visitor Center, Graniteville VT.

CURRENT PROJECTS

Park Street School adaptive re-use, Springfield Vermont

Sugar House Hotel, Winooski VT

Affordable Workforce Housing, Winooski VT

Adoptive Re-use of historic school building to Transitional Housing,
Newport VT.

Vermont League of Cities and Towns feasibility study, Montpelier, VT

Rutland Downtown Masterplan, Rutland, VT

Highgate Village Core Master Plan, Highgate VT

PROFESSIONAL / COMMUNITY ACTIVITIES

City of Montpelier Commission on Resilience and Recovery
Education committee...

1998 VT AIA habitat for Humanity Competition Winner

Former Hunger Mountain Co-Op Board Member

Past President of Vermont Chapter of the American Institute of Architects

Montpelier Alive, past board of Directors and Design Committee

Registered Architect with the State of Vermont



PROFESSIONAL EXPERIENCE

gbArchitecture

2019- present
Burlington, Vermont
Firm Partner

McLeod Kredell Architects

2011-2019
Middlebury, Vermont
Partner

TruexCullins Architecture

2005-2011
Burlington, Vermont
Associate / Project Architect

Rogers Marvel Architects

2002-2005
New York, New York
Associate / Project Architect

John Ciardullo Associates

1997-2002
New York, New York
Associate / Project Architect

EDUCATION

Virginia Tech 1997

College of Architecture and Urban
Studies
Master of Architecture

University of Pennsylvania 1991

College of Arts and Sciences
Bachelor of Arts

Quantic 2021

Executive Master of Business
Administration
Master of Business

Stephen Kredell, AIA

Firm Partner

Stephen Kredell was one of the founding partners of McLeod Kredell Architects of Middlebury prior to joining gbA. He received Architectural Record's Design Vanguard award in 2020 which spotlights architects' innovative work in the field. He had worked as an architect in New York City and Pittsburgh before moving to Vermont in 2005. He believes that community engagement is of paramount importance and that we all can contribute in a thoughtful way to our built environment. Stephen's projects range from university buildings to single family homes. The work has received numerous awards both locally and regionally, and has been widely published. He founded a non profit design-build organization that builds small projects for communities in Maine, Vermont, and New Hampshire. He has also served as a professor and critic at many colleges and universities in the Northeast and Canada.

Stephen is the father of two bilingual Czech American kids. He's trying to learn the language; they can't tell.

SELECTED PROJECTS

Northeast Kingdom Community Action, Northeast Kingdom, Vermont
Kingdom East School District, Northeast Kingdom, Vermont
Johnson Memorial Building, Middlebury College, Middlebury, Vermont
Colburn Gallery, University of Vermont, Burlington, Vermont
Brookside School, Primary School Waterbury, Vermont
Waverly School IS/PS 156, New York City, New York

CURRENT PROJECTS

Park Street School, renovation, Springfield, Vermont
Landmark College, renovation, Putney, Vermont
VLCT, feasibility study, Montpelier, Vermont
Rutland Downtown Masterplan, Rutland, VT

PROFESSIONAL / COMMUNITY ACTIVITIES

Registered Architect in Vermont, Virginia, New York, Pennsylvania
LEED Accredited Professional
Architectural Record Design Vanguard 2020
Island Design Assembly, architect /student design-build non profit, founder
Past Board Member for the Vermont Chapter of AIA
Past New England representative of the AIA National Small Firm Roundtable
Past member of the Burlington VT Design Advisory Board,
Past member of the Burlington VT Climate Action Plan committee
Habitat for Humanity/Edmunds Middle School design-build liaison
Visiting professor at Middlebury College



PROFESSIONAL EXPERIENCE

gbArchitecture

2019- present
Burlington, Vermont
Firm Partner

McLeod Kredell Architects

2011-2019
Middlebury, Vermont
Partner

TruexCullins Architecture

2005-2011
Burlington, Vermont
Associate / Project Architect

Rogers Marvel Architects

2002-2005
New York, New York
Associate / Project Architect

John Ciardullo Associates

1997-2002
New York, New York
Associate / Project Architect

EDUCATION

Virginia Tech 1997

College of Architecture and Urban
Studies
Master of Architecture

University of Pennsylvania 1991

College of Arts and Sciences
Bachelor of Arts

Quantic 2021

Executive Master of Business
Administration
Master of Business

Austin Jarvis, AIA Associate

Austin Jarvis joined gbA in the summer of 2023 as an intern, and has subsequently continued with gbA as an Architectural Designer. He is a 2023 Roger Williams University graduate with a Bachelor's in Architecture and two minors in sustainability and in the history of art and architecture. He further continued his education and pursued his Master's degree in Architecture at Roger Williams, graduating in 2025, with two certificates in Urban Planning and Real Estate. He also worked with the Rogers Community Partnership Center: Design and Research Team where he worked with other students to assist with small-scale community architectural and preservation projects around Rhode Island.

Austin believes architecture becomes elegant when it becomes conscious, furthermore emphasizing communal, diverse, sustainable and contextual designs. His travels to Switzerland and Kosovo, where he worked on two architectural designs, led him to becoming an explorer of architectural diversities and interested in various cultural backgrounds.

Outside the office, he loves to experience and travel to new places, hike in Vermont and New Hampshire, play basketball, ski and is an aspiring painter.

SELECTED PROJECTS

Kingdom East School District, Northeast Kingdom, VT
Carving Studio,
Roxbury Revitalization, Roxbury, VT
King Arthur Baking, Norwich, VT
Water Street Mobility and Resilience—Masterplan, Warren, RI
New Froschmatt School—Competition, Basel, Switzerland

CURRENT PROJECTS

Rutland Downtown Masterplan, Rutland, VT
Highgate Stadium, Highgate, VT
Altadena Community Church—Competition, Los Angeles, CA

PROFESSIONAL / COMMUNITY ACTIVITIES

AIA Associate, Vermont
Roger Williams Community Partnership Center, Bristol, RI
Middle School Assistant Basketball Coach, Williamstown, VT

AAU Basketball Assistant Coach, Net Rippers Team, Central VT

RESUME

Christopher J. Temple, P.E.
Principal Engineer, President

SUMMARY

Mr. Temple has more than thirty-four years of design experience in civil and structural engineering, including permitting, site and utility engineering, wood, timber, steel, concrete and plastics structural engineering, failure investigation, and foundation engineering. Mr. Temple's design experience is complimented by three years of high-rise construction and two years of house construction.

EDUCATION

1991 **BACHELOR OF SCIENCE IN CIVIL ENGINEERING**
Northeastern University, Summa Cum Laude

AWARDS

Construction Specifications Institute Award for Excellence in Construction Technology
Northeastern University Sears B. Condit Honor Award for Outstanding Scholarship
2002 SEAVT Young Engineer of the Year

REGISTRATION and AFFILIATIONS

Professional Engineer (Structural) in Vermont, New Hampshire, and Maine
Member of the Order of the Engineer
Member Structural Engineering Association of Vermont

ENGINEERING BACKGROUND

Listed below are some of the projects for which Christopher J. Temple was project engineer, project manager, or design engineer.

Montpelier Pedestrian Bridge, Montpelier, VT - Design of a new bridge deck to replace the failed original deck of a 175 foot steel truss pedestrian bridge.

Brattleboro Central Fire Station, Brattleboro, VT - Design and construction oversight of an 11,700 square foot masonry clad steel framed addition to the existing fire station as well as over 12,000 square feet of renovations and upgrades to the existing fire station.

Caledonia County Courthouse, St Johnsbury, VT - Provided structural design for floor reinforcing and foundation replacements for the existing 150+ year old structure. Other services included periodic monitoring prior to foundation replacement to track movement and settling.

133 State Street, Montpelier, VT - Investigation of existing structure to determine if vaults were capable of supporting Vermont State Archive library loading.

State Capitol Building, Montpelier VT - Designed and inspected shoring and lintels for state house ventilation tunnels.

Old Meeting House, East Montpelier, VT - Renovation and addition to existing timber frame structure.

Bowdoin College Ice Arena, Brunswick, ME - Design of a new 65,000 square foot structure.

Community College of Vermont, Montpelier, VT - Design of a composite concrete, steel, and wood framed addition to an existing academic facility.

Vermont Electric Power Company (VELCO) Data Center, Rutland, VT - Structural foundation design and construction coordination services for ballistic and EMP (Electromagnetic Pulse) proof data center and two storage facilities.

Dartmouth Hitchcock Medical Data Center, Lebanon, New Hampshire - Structural analysis and construction coordination of existing data center to support new mechanical and electrical equipment.

120 State Street, Montpelier, VT - Design and construction oversight of a new steel-framed lobby entrance and new steel-framed stair towers for the existing DMV facility. Project also includes renovation of exterior granite-clad stairs.

RESUME

Brian M. Lane-Karnas, P.E.

Senior Managing Engineer, Vice President

SUMMARY

Mr. Lane-Karnas has twenty years of experience in civil and environmental engineering including site development; hydrology and hydraulics; contaminated site remediation; stormwater engineering; utility engineering; environmental, municipal and land use permitting; GIS mapping; and surveying.

EDUCATION

2010 Bachelor of Science in Civil and Environmental Engineering

Norwich University, Summa Cum Laude

2002 Bachelor of Music in Sound Recording Technology

Ithaca College

REGISTRATION and AFFILIATIONS

Registered Professional Engineer in the State of Vermont, license #018.0084047

Member, Chi Epsilon Civil Engineering Honor Society

Member, Tau Beta Pi Engineering Honor Society

ENGINEERING BACKGROUND

Listed below are some of the projects for which Brian Lane-Karnas was a senior or project engineer:

Bluffside Trail, Newport, VT - Site design and permitting of an approximately one-mile long, ADA accessible, multi-use trail, including a 540' wooden boardwalk installed across the mouth of Scott's Cove using environmentally sensitive construction techniques. Permitting includes zoning, shoreland protection, lake encroachment, wetlands, and construction erosion control.

French Block Rehabilitation, Montpelier, VT - Site design and permitting of the \$3.8 million rehabilitation of the upper two floors of the historic French Block building into apartments. The upper floors of the building had been vacant for over 75 years prior to the project. Permitting includes water/wastewater, zoning, and floodplain approvals.

Caledonia Spirits, Montpelier VT - Site design and permitting for a \$5M distillery with tasting room and touring spaces. The project was located on a historic fill site. The site design was coordinated with a Corrective Action Plan to address contaminated site soils, including grading design to eliminate off-site disposal of contaminated soils.

Barre City DPW Building Study, Barre City, VT – Preliminary site selection study to compare potential locations for a new Department of Public Works building. Four sites were studied for construction feasibility and environmental impacts, including wetland and flooding concerns. Contributed to alternatives analysis and summary report with project architect and presented results to the Barre City Council at a public hearing.

Wilmington Public Safety Building, Wilmington, VT - Site design and permitting of a new 16,000 sf, \$5.5 M public safety building to house police, fire, and ambulance services. Worked closely with a Town committee to achieve project goals on a challenging site. Permitting includes zoning, water/wastewater, and construction erosion control.

Water Line Relocation, Montpelier, VT – Engineering design and management of bidding and construction of the relocation of two water lines off of Barre Street. The existing lines were 14" and 6" cast iron with leaded joints and static pressure of 190 psi located between 15 and 17 feet below grade. Provided successful construction management during a challenging winter construction timeframe.

RESUME

Nicole D. Crum, P.E.

Senior Managing Engineer

SUMMARY

Ms. Crum has more than seventeen years of design experience in structural engineering, including wood, timber, structural steel, cold-formed steel, and concrete structural engineering, failure investigation, and foundation engineering.

EDUCATION

2008 Bachelor of Science in Civil and Environmental Engineering

Norwich University, Summa Cum Laude

REGISTRATION and AFFILIATIONS

Professional Engineer (Structural) in Vermont, Connecticut, New York, and Massachusetts

Member, Structural Engineering Association of Vermont

Member, Chi Epsilon Civil Engineering Honor Society

ENGINEERING BACKGROUND

Listed below are some of the projects for which Nicole D. Crum was a project engineer, project manager, or design engineer:

St. James Episcopal Church, Woodstock, VT – Design and construction oversight of repairs and renovations to the existing structure to allow for a new handicap accessible entryway, and design of a new concrete entry ramp and stairs.

The Gary Residence Memory Care Addition, Montpelier, VT – Design and construction oversight of a new one-story wood framed with masonry cladding, 11,300 square foot memory care residential facility with a three story stair tower connector to the existing residential facility. Unique challenges include the site being located in the flood-way and locating large mechanical equipment on the roof.

Tunnel Waterproofing, 133 State Street, Montpelier, VT - Design and construction oversight of reinforcing and repairs for an existing concrete underground mechanical area, as well as design of new concrete ramp and stair entry and steel framed canopy.

Twin City Subaru Addition, Berlin, VT – Design of a new 12,800 custom steel framed structure and light-gauge steel framed garage addition to a pre-engineered steel-framed car dealership.

Vermont Foodbank Office Addition, Barre, VT - Structural design and construction coordination services for a new office addition and renovations of the existing warehouse facility.

Vermont Foodbank Freezer and Cooler Addition, Barre, VT - Structural design and construction coordination services for a new freezer/cooler addition and renovations of the existing warehouse facility.

120 State Street, Montpelier, VT – Design and construction oversight of a new steel-framed lobby entrance and new steel-framed stair towers for the existing DMV facility. Project also includes renovation of exterior granite-clad stairs.

The Hub at Twin City, Berlin, VT – Design of significant structural repairs and renovations to a wood framed motel, along with structural modifications to an existing residence to convert to office use, and design of a new one-story wood framed motel.

VSECU Berlin Renovation, Berlin, VT – Design of structural renovations to an existing bank building, including removing and relocating main interior supports, and a new drive-thru canopy.

Calais Town Hall, Calais, VT – Analysis and design of structural repairs to the existing roof framing of a wood framed town hall.

Norwich University, Doyle Hall, Northfield, VT - Design and construction oversight of an 8 million dollar, multi-story steel framed Campus Center building connecting Kreitzberg Arena to Andrew's Hall.

7. FEE PROPOSAL

ANTICIPATED FEE & HOURLY RATES

The Civil and Survey scope are based on a time and material basis, and could be modified as appropriate.

87 State Street				
PHASE I: 87 STATE STREET	gbA	DeWolfe	VT Survey	Fee
Task 1A	\$2,500	\$3,500	\$0	\$6,000
TASK 1B	\$4,500	\$3,200	\$0	\$7,700
TASK 1C	\$6,000	\$2,100	\$0	\$8,100
TASK 1D	\$6,500	\$2,100	\$0	\$8,600
Total for Phase 1				\$30,400
PHASE II: THE PIT	gbA	DeWolfe	VT Survey	Fee
TASK 2A	\$2,500	\$0	\$0	\$2,500
TASK 2B	\$2,000	\$0	\$10,720	\$12,720
TASK 2C	\$6,500	\$2,800	\$0	\$9,300
TASK 2D	\$6,500	\$2,800	\$0	\$9,300
Total for Phase 2				\$33,820
PHASE III:				
ADDITIONAL SERVICES				
GRAND TOTAL	\$37,000	\$16,500	\$10,720	\$64,220

Hourly Rates, gbArchitecture:

Principals: \$190/hour

Staff Architects: \$150/ hour

Architectural Designers: \$120/hour

Designers/Drafters: \$100/hour

Clerical: \$80/hour

Reimbursable Expenses

Reimbursables for gbA may include:

- Mileage at the current IRS rate
- Meals
- Prints and outside reproduction documents



Current Rates:

Principals	\$195.00 /Hr.
Managing Senior Engineer	\$170.00 /Hr.
Senior Engineer	\$150.00 /Hr.
Project Engineer	\$140.00 /Hr.
Staff Engineer	\$120.00 /Hr.

Junior Staff Engineer	\$100.00 /Hr.
Senior Technician	\$140.00 /Hr.
Technician	\$ 90.00 /Hr.
2 Person Survey Crew	\$240.00 /Hr.
Administration	\$ 90.00 /Hr.

01/05/2026

Contracts

96

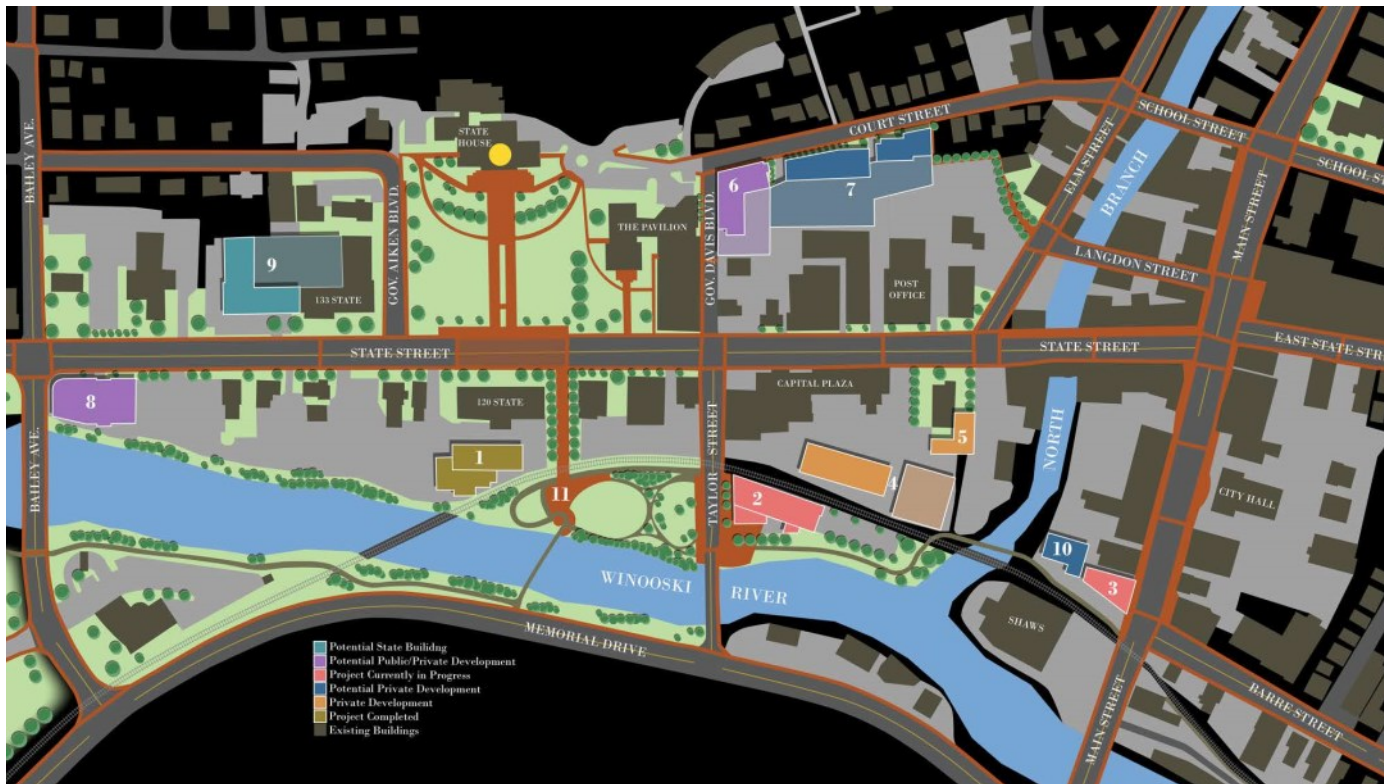
8. RELEVANT EXPERIENCE



One Taylor Street
38 of 56
Montpelier, Vermont

MONTPELIER CAPITAL DISTRICT MASTER PLAN

Montpelier, Vermont



Planning Unifies the Diverse Needs of a Small City. The State of Vermont and the City of Montpelier, acting through the city/state commission, hired gbA to develop a fifteen year Capital District Master Plan (CDMP) for Montpelier, VT. The CDMP seeks to preserve the best of Montpelier's historic character while enhancing areas in need of improvement. The final master plan is largely the product of community participation. It unifies city and state interests with public concerns of the natural environment, economic growth, private development pressures, and transportation needs. The goals were to identify, encourage and coordinate mutually beneficial future development plans for the Capitol Complex, the City of Montpelier, and the Winooski River Corridor.

An analysis was conducted of the Capitol Complex – of all State of Vermont buildings – to determine the long- and short-term facility program needs of each of them. gbA then worked with state agencies to develop a fifteen year plan to accommodate the identified needs through both existing building renovations and new construction, with a focus on concentrated growth within the existing downtown rather than sprawl. For the City of Montpelier, gbA looked at existing infrastructure and land use to identify opportunities for infrastructure improvements and economic development. One key component was the introduction of a shared district energy system serving the entire Capitol Complex and downtown Montpelier, including the design and construction of the biomass-fueled Montpelier District Heat Plant.

Geographically, the Winooski and North Branch Rivers have defined and shaped this small city. The Winooski Riverfront Corridor, which was once a vital area of commerce, was underutilized and the CDMP proposed a public greenway that includes a bike path, park areas, and improved linkages to the surrounding city. Along the greenway is the proposed site for a Capital City Visitor Center and a now completed Multimodal Transit Center.

AWARDS:

Vermont Planning Award
AIA New England Special Citation Award
New England Chapter of the American Planning Association Award

MAIN STREET



139 MAIN STREET



SELECT EXAMPLES OF PREVIOUS STUDIES AT THE PIT

Montpelier, Vermont

COURT STREET



State Parking:

Court Street Level ± 56 Spaces

Sub Level 1 ± 57 Spaces

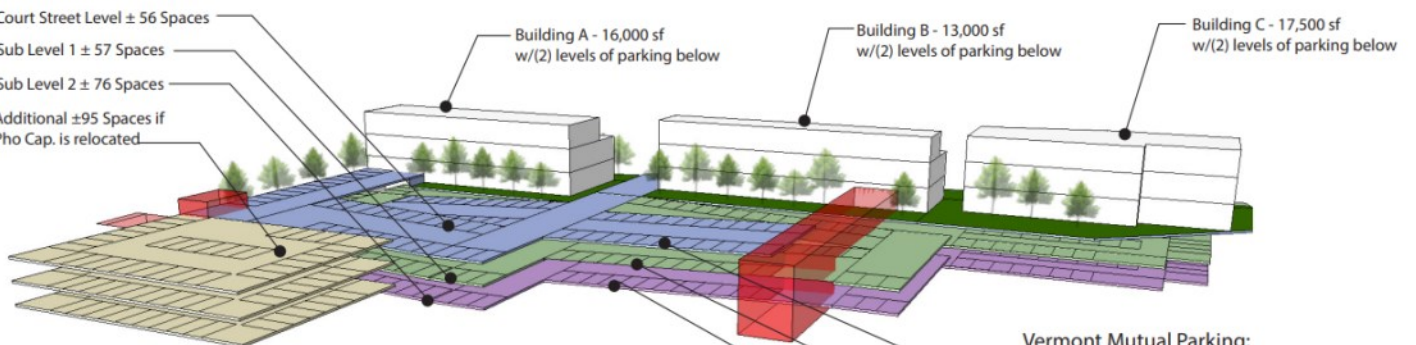
Sub Level 2 ± 76 Spaces

Additional ±95 Spaces if Pho Cap. is relocated.

Building A - 16,000 sf w/(2) levels of parking below

Building B - 13,000 sf w/(2) levels of parking below

Building C - 17,500 sf w/(2) levels of parking below



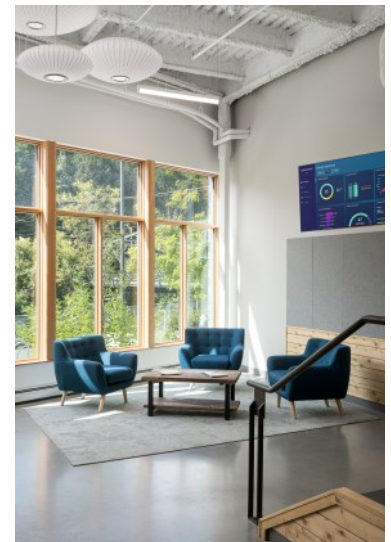
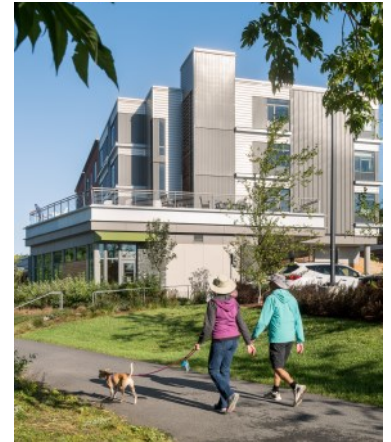
Vermont Mutual Parking:

Court Street Level ± 24 Spaces

Sub Level 1 ± 101 Spaces

Sub Level 2 ± 98 Spaces





Multimodal Transit Center and Affordable Housing. Responsible and thoughtful development of Vermont's downtowns is a critical need from a cultural, environmental, and resilience standpoint. To respond to this need, the integration of mixed income urban housing that is transportation centered helps solve the urgent necessities of both economic revitalization and reducing greenhouse gas emissions.

Resilience Meets Community Needs. This project, located in Montpelier, consists of 30 mixed income apartment units as well as a multi-use transportation center. Other aspects of the project include brownfield remediation, flood resilience measures, multi strategy onsite stormwater mitigation, future passenger rail station, multi use path connections, and significant public gathering spaces. All these aspects serve to incorporate social resilience into the design. This project is funded through the Federal Highway Administration, the Federal Transit Administration and the City of Montpelier.

"I appreciated the overlap between affordable housing and transportation as an attempt to resolve a problem in the city."

– DERRICK MCDONALD, AIA OREGON JURY MEMBER

SIZE:

29,815 SF

3,074 SF Transit Center

SUSTAINABILITY:

- Brownfield development
- On site connection to multimodal transportation and shared use path
- Air sealing: 0.065 CFM/sf of building surface area at 50pa.
- PV solar panels with excess collection powering downtown mixed income apartment building
- Low flow water fixtures

ENERGY USE INTENSITY:

32 kBtu/ft²/yr (housing portion)

AWARDS

AIA VT Design Excellence in Architecture - Honor Award



Renovation and Addition Respects the Past. An Italianate-style granite building built in 1894, the Kellogg-Hubbard Library was introduced in the beginning of the public library movement in the United States. A “jewel” of Montpelier, the library sits at the end of Main Street across from numerous other period buildings. The Kellogg-Hubbard Library has matured into a public institution in the grandest sense, establishing a great emotional attachment with the city’s residents. The building, listed on the National Register of Historic Places, underwent a complete restoration and was brought into the new century with new systems and appropriate technological improvements. Since 1951, the children’s library has been located in the basement, and has twice been a victim of disastrous floods. The new addition has therefore dedicated over half of its space to a new, more vibrant children’s library. Other improvements include a restored lighting system, the renovation of the entry way floor mosaic, and the reintroduction of the grand reading room skylight. The formal massing of the addition wraps around the north and east sides of the existing library. The new entry’s lantern configuration modestly complements the bay window of the original library’s School Street facade.

Currently gbA is working with KHL to address flood mitigation. All equipment has been moved to “high ground”. Air Conditioning has been incorporated into the building. Also, the habitable space at the basement has incorporated materials that will withstand any future flooding while complementing the beauty of the space.

"Connecting to and working with an existing classical language are very difficult conditions. The addition is very sympathetic to the original. A simple elegant interior that is warm at the same time. The bay element seems responsive to the original building and doing it in wood seems like the right thing to do. The addition seems to find some peace within itself. A good project and a difficult piece of architecture."

– 2004 AIA DESIGN
AWARDS JURY

58 BARRE STREET SENIOR HOUSING & COMMUNITY CENTER

Montpelier, VT



Adaptive Re-use of an historic building in Montpelier's downtown. 58 Barre Street houses the Montpelier Senior Activity Center and town offices. After a disastrous fire, the Senior Center teamed up with the Montpelier Housing Authority to salvage the building. gbA conducted a physical study of the building to determine the steps needed to do so. The first floor now houses the Senior Center, while the second floor houses two community rooms and senior housing, and the third floor is dedicated to senior housing.

The renovations included new electrical and mechanical systems, a very energy efficient building envelope, new historically accurate windows and doors, solar panels, and a new pellet boiler among other things. The project also included a commercial community kitchen, the addition of an elevator to make the entire building accessible.

AWARDS:

USGBC LEED Platinum

MONTPELIER DISTRICT HEAT PLANT

Montpelier, Vermont



Thoughtfully Designed Public Infrastructure. The Montpelier District Heat Plant is the result of a unique public-private partnership located in the heart of the State Capitol Complex. This bio-mass fueled power plant consists of two wood chip fired boilers utilizing a rapidly renewable local resource and local labor. It is anticipated that this new central facility will reduce state/city emissions by 11 tons per year and decrease oil usage by 300,000 gallons per year. The 15,000 sq. ft. plant replaces an existing and outdated state plant. The only portions of the existing plant that remain are the re-configured fuel storage bunkers and a historic masonry chimney.

Process Made Visible. The architecture of the plant is a direct response to the technical needs of the advanced equipment, the desire to make visible where the community's energy comes from, and the desire to reflect, in a contemporary manner, the essence of a power plant, while maintaining the view to the Statehouse. The building features large areas of glass facing the main city entry thoroughfare and riverfront recreation path, as well as a covered viewing porch. To mitigate heat gain from these large areas of south facing glass, a carefully calibrated solar screen is integrated into the façade. Sectionally, the building is set up to draw cool combustion air from the north facade and evacuate heat with high louvers on the south facade. Some of the excess heat is used to temper the interior of the plant and dry the wood chips.

"The project raised the bar for buildings of this type. It's wonderful to see the celebration of industry and a better source of energy for this area put on display. It's the "Pompidou Centre" of Montpelier, but with perhaps an even stronger underlying purpose for its community. The approachability and transparency of public infrastructure within proximity of the State Capitol is compelling."

SIZE:

15,000 SF

SUSTAINABILITY:

Bio-mass fueled plant uses wood chip-fired boilers reduce state/city emissions and oil usage

AWARDS

AIA VT Excellence in
Architecture Design - Merit Award

RIVERSTATION OFFICES

Montpelier, Vermont



A Modern Design with Cues from the Past. This project consisted of a new 30,000 sf office building in Montpelier's riverfront redevelopment zone, on the fringe of the City's downtown core. The site was once dominated by railroad related manufacturing and granite finishing sheds. The building, which is sandwiched between an existing railroad track and the Winooski River, has a simple rectangular footprint oriented with the long dimension facing the river reminiscent of historic massing of past manufacturing plants. The street/railroad side is designed with punched openings for noise control. The river façade is designed with larger openings and a more casual rhythm of glass and naturally weathering wood. Galvanized steel panels of the North facade wrap around the corners of the gable ends to draw the eye into the building at the entries.

Designed for Office Flexibility. The building is designed for open and flexible office planning. The open floor plan spaces are broken up by free standing "privacy boxes" which define work groupings as well as define a sense of personal place. Day-lighting and chimney effect natural ventilation are utilized for maximum energy efficiency and indoor environmental quality.

The jury commented that there was "honesty and directness of the massing and materials. It has a train shed quality, which seems appropriate for its site."

– AIA VERMONT DESIGN AWARD JURY

SIZE:

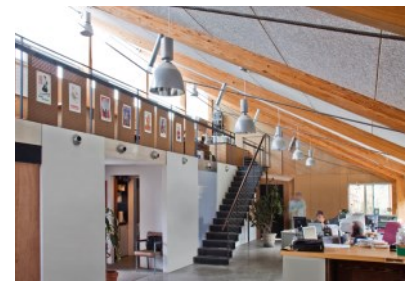
30,000 SF

SUSTAINABILITY:

- Passive solar gain
- Chimney effect ventilation
- Use of recycled building materials

AWARDS:

AIA VT Excellence in Architecture Design – Citation Award



Innovative Work Spaces. The gbA design studio is considered a model of low cost construction and energy efficiency. The project consists of two small office buildings connected by a common courtyard. The first building (2,100 sf) contains an eight person architectural studio. The second building (2,800 sf) is a technology incubator space. Both buildings share an adjoining conference room. The design goals were to construct highly energy efficient, light filled spaces using off-the-shelf materials and standard building practices in an innovative manner.

The project is located within the City of Montpelier riverfront redevelopment zone. This is an area that historically consisted of granite manufacturing plants and intensive railroad activities. Existing building typologies in the immediate vicinity are simple, functional forms constructed of steel or heavy timber.

The incubator building is a simple shed form made of timber framing with SIPS panel walls and roof and is clad in a white cedar rain screen left unfinished, weathering to a gray patina. The architectural office is also a shed form constructed of standard steel joists supported by wood studs and clad with a corrugated steel panel rain screen. The use of steel, timber, raw finishes, simple building massing, and off-the-shelf detailing echoes the typical local archetypes, yet captures these systems in a contemporary manner utilizing current building science technologies. The result is a working laboratory and naturally lit architectural studio that reinforces the office studio working style.

The jury praised the “simple and exciting resolution” that was achieved on a modest budget. The diversity of design and construction materials was felt by the panel to create an inspirational working environment.

– AIA VERMONT DESIGN AWARDS JURY

SIZE:

2,100 SF First Building
2,800 SF Second Building

SUSTAINABILITY:

Mass timber construction

AWARDS

Best Overall Integrated Solution,
Efficiency Vermont Conference
AIA VT Excellence in Architecture
Design – Merit Award
AIA New England Architecture
Design Award – Citation Award

Rutland, Vermont



OPTION 1
AERIAL VIEW



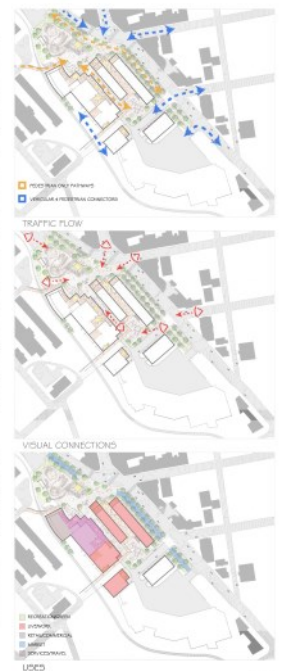
PERSPECTIVES, OPTION 1

ADAPTIVE REUSE STUDY OF RUTLAND SHOPPING PLAZA *a.k.a Rutland's "Pit"*

Rutland, Vermont



OPTION 2
AERIAL VIEW



draft - RUTLAND PLAZA CONCEPT DESIGN OPTION 2
PERSPECTIVES OPTION 2

IN MONTPELIER, FLOOD RESILIENCY IS CENTRAL TO ALL OF OUR CONSTRUCTION PROJECTS, AND HAS BEEN FOR THE LAST 40 YEARS. OVER THAT TIME, gbA BUILDINGS HAVE SUCCESSFULLY WEATHERED FLOODING, EVEN OVER THE LAST TWO YEARS AS FLOODING HAS BECOME MORE EXTREME:

- **STONE CUTTERS WAY**
- **HUNGER MOUNTAIN CO-OP**
- **MONTPELIER DISTRICT HEAT PLANT**
- **gbA OFFICES**
- **ONE TAYLOR STREET**
- **KELLOGG HUBBARD LIBRARY ADDITION**

FLOOD RESILIENCY

9. REFERENCES

RUTLAND DOWNTOWN PLAZA PLAN

Lyle Jepson, Executive Director

Chamber & Economic Development of the Rutland Region

Email : lyle@rutlandeconomy.com

Office: (802) 773-2747

Cell : (802) 345-3590

THE PIT STUDY, Montpelier

John Hollar, former Mayor of Montpelier

City of Montpelier

Email : john@hollarlaw.com

MELROSE TERRACE / RED CLOVER planning and resiliency response

Christine Hart, former Executive Director

Brattleboro Housing Partnership

Email : chrishart312@gmail.com

Cell : (802) 380-1853

KINGDOM EAST PLANNING STUDY FOR SEVEN SCHOOLS

Sean McMannon, Kingdom East School District Superintendent

Kingdom East School District

Email : smcmannon@kingdomeast.org

10. FIRM PERFORMANCE

QUALITY OF BID DOCUMENTS AND WORKING DRAWINGS

Contact any of our references to verify our thoroughness and attention to detail. gbA takes great pride in the level of construction documents and client service. We are proud of our record for change orders and find that they are typically less than 2% of the construction cost, excluding Owner upgrades. For example, on the NAMCO Block, a very complicated \$11,000,000 renovation, the three lowest bids were within 2% of each other indicating very tight drawings and specifications.

CLARITY IN THE SPECIFICATIONS AND THE FIRM'S COMMITMENT TO REVIEW AND REVISE THEIR BOILER PLATE SPECIFICATIONS TO INCLUDE ONLY THE ITEMS APPLICABLE TO THIS PROJECT

gbA creates specifications specific to each and every project's individual needs. We will absolutely create a specification guide custom to your project.

EXPERIENCE WITH CONSTRUCTION ADMINISTRATION

gbA has extensive experience in construction administration. The following are a few of the many examples: Wentworth Community Housing I and II, Red Clover Commons I and II, Gile Tract Housing, NAMCO Block, Hardwick Family Housing, Bemis Block, CVUUS Meeting House, Good Samaritan Haven, Vermont Food Bank, Rock of Ages Visitors Center, Riverstation Offices, Kellogg Hubbard Library, Blake Commons, Johnson Family Housing, and the Central Vermont Montessori School.

ABILITY TO WORK WITHIN THE OWNER'S TIMEFRAME

gbA is actively seeking new projects and the Playhouse Theatre's project would fit nicely within our schedule. We have always met owner deadlines and are fully confident that we have the staff and experience to give your project full attention.

EXPERIENCED TEAM LEADERS

By involving the firm's principals in all phases of the project, we achieve a consistency and thoroughness that many larger firms fail to provide. Our approach maximizes opportunities for creativity, and has produced numerous award-winning designs for highly satisfied clients. gbA's design process emphasizes open studio collaboration, and the core team assigned to this project (below) may engage with other members of gbA's highly experienced team.

PERSONNEL ASSIGNED TO THE PROJECT

Gregg Gossens AIA | Founding Partner, Project Lead

Steve Kredell, AIA | Principal

Austin Jarvis, Architectural Designer



87 State Street PHOTO: John Lazenby

10. FIRM PERFORMANCE

85 NORTH AVENUE LAKEVIEW APARTMENTS

2024 AIA VT Excellence in Architecture Design – Merit Award
VT Green Building Network's Green Building Award for Commercial and Multi-Family Construction

79 PINE STREET

2024 AIA VT Excellence in Architectural Design – Peers' Choice Award

ROCK OF AGES VISITORS CENTER

2024 AIA VT 75 Year Award

BELLOWS FALLS GARAGE

2023 AIA VT Excellence in Architectural Design – Citation Award

ONE TAYLOR HOUSING AND TRANSPORTATION CENTER

2021 AIA VT Excellence in Architecture Design – Honor Award

CVUUS CHURCH

2021 AIA VT Excellence in Architecture Design – Citation Award

ANGLO AMERICAN SCHOOL OF SOFIA - PERFORMING & VISUAL ARTS CENTER

2019 Bulgarian Green Building of the Year - Schools Category
2019 AIA VT Excellence in Architecture Design - Merit Award
2019 AIA VT Excellence in Architecture Design - Peers' Choice
2019 LEED Gold

LITTLETON FOOD COOPERATIVE

2018 AIA NH Excellence in Architecture Design – Merit Award
2017 AIA VT Excellence in Architecture Design – Merit Award

RED CLOVER COMMONS HOUSING

2018 NGBS Silver Certification
2018 AIA VT Excellence in Architecture Design - Peers' Choice

U32 MIDDLE & HIGH SCHOOL

2015 EPA's Vermont Energy Star School

BRATTLEBORO CO-OP PLAZA REDEVELOPMENT

2015 AIA/HUD Secretary's Award for Creating Community
2015 AIA VT Excellence in Architecture Design – Merit Award
2012 Environmental Prot. Agencies National Award for Smart Growth

CAPSTONE COMMUNITY ACTION

2014 AIA VT Excellence in Architecture Design – Citation Award

VSECU RUTLAND BRANCH — LEED GOLD

2013 Efficiency Vermont Design Award

GILE HILL HOUSING —LEED GOLD

2011 AIA VT Excellence in Architecture Design – Citation Award

NAMCO BLOCK - HOUSING

2012 Governors Award for Environmental Excellence

selected gbA FIRM AWARDS



Bellows Falls Garage



Anglo-American School of Sofia



Littleton Food Cooperative, Littleton, NH



Capstone Community Action, Barre, VT



Co-op Plaza Redevelopment, Brattleboro, VT

www.gbArchitecture.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of MA 107 Audubon Rd Wakefield MA 01880	CONTACT NAME: House Account PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED GBARCHITECTURE, INC. 1 Mill Street Suite 215 Burlington VT 05401	NAIC # 20508 37885

COVERAGES CERTIFICATE NUMBER: 2024 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	6021486393	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. Liability Pollution Liability			DPRS036714	11/07/2024	11/07/2025	PER CLAIM 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Central Vermont Regional Planning Commission 87 State Street Montpelier, VT 05602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Attachment F

**Standard State Provisions:
Architect/Engineer Professional Service Agreement**

Attachment C, Paragraphs 6 and 7 are deleted in their entirety and replaced with the following:

6. Independence, Liability, Indemnity:

- A. The Party will act in an independent capacity and not as officers or employees of the CVRPC or State.
- B. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the CVRPC and Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C. The Party shall defend the CVRPC and State and its officers and employees against all 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 providing “non- professional services” under this Agreement. As used here, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The CVRPC shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- D. Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the CVRPC or State and its officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the CVRPC and State and its officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- E. The Party agrees to indemnify and hold the CVRPC and State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the CVRPC and State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the CVRPC and State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

- F. As used here, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.
- G. The Party shall indemnify the CVRPC and State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” under this Agreement.
- H. The Party shall not be obligated to indemnify the CVRPC and State for any Damages incurred by the CVRPC and State attributable to the CVRPC’s and State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.
- I. 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.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Standard Contract

87 State Street Appraisal Services

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$25,000.00	Contract Start Date: 12/15/2025	Contract End Date: 6/1/2026	
Contractor Name: All At Once, LLC			
Contractor Physical Address: 47 Maple Street, Suite 223			
City: Burlington	State: VT	Zip Code: 05401	
Contractor Mailing Address: 47 Maple Street, Suite 223			
City: Burlington	State: VT	Zip Code: 05401	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns/UEI: UBLNZMGTHUJ4			
DUNS/UEI Registered Name (if different than Contractor Name above):			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)			
Date: 12/15/2025	Initials: LF	SAM Expiration Date: 12/9/2026	
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)			
Date: 12/2/2025	Initials: LF	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: 12/5/2025	Initials: LF		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))			
Date: 12/5/2025	Initials: LF		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)			
Date: 8/8/2025	Initials: LF		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date: 12/5/2025	Initials: LF		

Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.] Date: 12/5/2025 Initials: LF	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 12/2/2025 Initials: LF	
SECTION 3 – FUNDING SOURCE	
Awarding Entity: Department of Housing Community Development	
Contract #: 07110-26-CVRPC-GSA Property	
Funding Type: <input type="checkbox"/> Federal CFDA/ALN #: _____ Program Title: _____ <input checked="" type="checkbox"/> State <input type="checkbox"/> Municipal <input type="checkbox"/> Other Source: (ex. private, non-profit, etc.)	
SECTION 4 – CONTACT INFORMATION	
CVRPC <u>Project Contact/Coordinator</u> Name: Lincoln Frasca Title: Planner Work Phone: 802-229-4164 Email: Frasca@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Finance Manager Work Phone: 802-262-1039 Email: Meyer@cvregion.com	CONTRACTOR <u>Project Contact/Manager</u> Name: Samantha Dunn Title: Principal Work Phone: 802-881-5542 Email: sdunn@AllAtOnceVT.com <u>Finance/Billing</u> Name: Samantha Dunn Title: Principal Work Phone: 802-881-5542 Email: sdunn@AllAtOnceVT.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 All At Once, LLC with its principal place of business at 47 Maple Street Suite 223, Burlington VT, 05401 (hereafter called "Contractor"). Contractor's form of business organization is corporation. It is the contractor's responsibility to contact the Vermont

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

2. Subject Matter. The subject matter of this contract is services generally on the subject of 87 State Street Real Estate Development Services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$25,000.00.

4. Contract Term. The period of contractor's performance shall begin on December 15, 2025, and end on June 1, 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 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 26 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 – All At Once, LLC Proposals

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

- 1) Standard Contract
- 2) Attachment C (Standard Agreement Provisions)
- 3) Attachment A (Scope of Work to be Performed)
- 4) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:

Signature: Christian MeyerName: Christian MeyerTitle: Executive DirectorDate: 12/17/2025

For the Contractor:

Signature: Sally DunnName: Samantha DunnTitle: PrincipalDate: 12/16/2025

ATTACHMENT A

Scope of Work to be Performed

SCOPE OF WORK:

Assist and support the efforts of the Central Vermont Regional Planning Commission, State of Vermont Agency for Commerce and Community Development, Montpelier Commission on Recovery and Resilience to acquire and prepare for redevelopment of the property located at 87 State Street in Montpelier, Vermont. The scope of work includes four main components:

1. **GSA Coordination/Negotiation** - Coordinate negotiations with GSA - Advise CVRPC, MCRR and the State on a strategy for securing the building at 87 State Street:
 - a. For negotiated sale, develop reasonable terms, acceptable to GSA and any prudent buyer (and buyer's lenders and investors), to accomplish necessary due diligence prior to entering a contract to purchase the property.
 - b. Develop a public auction strategy for purchase of the property.
2. **Acquisition Due Diligence & Coordination** - Lead due diligence for acquisition of the property (including determination of a fair price for the property):
 - a. Coordinate with CVRPC to manage ongoing contracts with third-party consultants providing the following services:
 - i. Environmental site assessment (Phase I and, if necessary, Phase II),
 - ii. Building and site condition assessment,
 - iii. Design services,
 - iv. Legal services,
 - v. Historic preservation covenant, and
 - vi. Regulatory review & permitting (zoning, land use, etc.).
3. **Acquisition & Hold Strategy; Prepare for Redevelopment** - Develop a strategy for acquiring, permitting, and managing the property as it is prepared for redevelopment:
 - a. Facilitate conversations with key stakeholders with potential interest in the property.
 - b. Identify an interim entity to secure the property and hold it for redevelopment.
 - c. Identify a range of redevelopment opportunities for the building (both as a standalone property and as part of a larger redevelopment).
 - d. Possible market and design charrette to envision a redevelopment that is in alignment with State, Regional, and Local goals.
 - e. Conceptual financial modeling.

- f. Develop/support mechanics of acquisition and legal framework.
4. **Identification and pursuit of funding** - Identify and pursue potential funding sources to support the following activities:
- a. Due diligence work,
 - b. Property purchase,
 - c. Environmental characterization and remediation,
 - d. Flood resiliency, and
 - e. Other redevelopment activities.

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:

COST REIMBURSEMENT (DELIVERABLES):

The fee for consulting Services will be \$225.00 per hour. Hours per deliverable are estimates and may shift as needed based on the project trajectory. Consulting services are not to exceed \$25,000.00 without written approval from CVRPC and an amendment to this agreement.

Invoices will include the following categories by task: Current billed amount, prior billed amount, billed to date, budget, and remaining amount in accordance with the following schedule:

<u>Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
1. GSA Coordination/Negotiation - Coordinate negotiations with GSA - Advise CVRPC, MCRR and the State on a strategy for securing the building at 87 State Street.	June 1, 2026	\$6,750.00
2. Acquisition Due Diligence & Coordination - Lead due diligence for acquisition of the property (including determination of a fair price for the property).	June 1, 2026	\$4,500.00
3. Acquisition & Hold Strategy; Prepare for Redevelopment - Develop a strategy for acquiring,	June 1, 2026	\$6,750.00

permitting, and managing the property as it is prepared for redevelopment.		
4. Identification and pursuit of funding	June 1, 2026	\$6750.00
Reimbursables:		\$250.00
Total:		\$25,000.00

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

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on the invoice under this Agreement. The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

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

Invoicing. The Party shall submit 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: Lincoln Frasca, frasca@cvregion.com
CC: Christian Meyer, meyer@cvregion.com

The CVRPC will seek to make payments within thirty (30) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

MONITORING REQUIREMENTS

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

Contractor:

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

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

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

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

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

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

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

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

ATTACHMENT C

Standard Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the Central Vermont Regional Planning Commission (hereafter "CVRPC") is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- 2) **Entire Agreement:** This Agreement, whether in the form of a contract, State of Vermont funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
- 3) **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the CVRPC or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the CVRPC regarding its performance under this Agreement. Party agrees that the CVRPC shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4) **Sovereign Immunity:** The CVRPC reserves all immunities, defenses, rights, or actions arising out of the CVRPC's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the CVRPC's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the CVRPC's entry into this Agreement.
- 5) **No Employee Benefits For Party:** The Party understands that the CVRPC will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to CVRPC employees, nor will the CVRPC withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6) **Independence:** The Party will act in an independent capacity and not as officers or employees of the CVRPC.
- 7) **Defense and Indemnity:**
 - a) The Party shall defend the CVRPC and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The CVRPC shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The CVRPC retains the right to participate at its own expense in the defense of any claim. The CVRPC shall have the right to approve all proposed settlements of such claims or suits.

- b) After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
 - c) The Party shall indemnify the CVRPC and its officers and employees if the CVRPC, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
 - d) Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the CVRPC to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.
- 8) Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/RiskClaims-COI>.
- 9) Reliance by the CVRPC on Representations:** All payments by the CVRPC under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.
- 10) False Claims Act:** Any liability to the CVRPC under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the CVRPC to otherwise limit Party's liability.
- 11) Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12) Use and Protection of CVRPC Information:**
- a) As between the CVRPC and Party, "CVRPC Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain CVRPC Data to which the Party may have access may contain information that is deemed confidential by the CVRPC, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential CVRPC Data").
 - b) With respect to CVRPC Data, Party shall:
 - i) take reasonable precautions for its protection;
 - ii) not rent, sell, publish, share, or otherwise appropriate it; and
 - iii) upon termination of this Agreement for any reason, Party shall dispose of or retain CVRPC Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the CVRPC.
 - c) With respect to Confidential CVRPC Data, Party shall:

- i) strictly maintain its confidentiality;
 - ii) not collect, access, use, or disclose it except as necessary to provide services to the CVRPC under this Agreement;
 - iii) provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv) implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v) promptly notify the CVRPC of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential CVRPC Data so that the CVRPC may seek an appropriate protective order; and
 - vi) upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential CVRPC Data remaining in its possession or control.
- d) If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential CVRPC Data in any electronic form or media, Party shall utilize:
- i) industry-standard firewall protection;
 - ii) multi-factor authentication controls;
 - iii) encryption of electronic Confidential CVRPC Data while in transit and at rest;
 - iv) measures to ensure that the CVRPC Data shall not be altered without the prior written consent of the CVRPC;
 - v) measures to protect against destruction, loss, or damage of CVRPC Data due to potential environmental hazards, such as fire and water damage;
 - vi) training to implement the information security measures; and
 - vii) monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- e) No Confidential CVRPC Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the CVRPC.
- f) Party shall notify the CVRPC within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any CVRPC Data.
- g) State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the CVRPC under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in CVRPC information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- h) In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

- 13) Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the CVRPC, State of Vermont or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 14) Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 15) Offset:** The CVRPC may offset any sums which the Party owes the CVRPC against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.
- 16) Taxes Due to the State of Vermont:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- 17) Taxation of Purchases:** All CVRPC purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- 18) Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 19) Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the CVRPC. Party shall be responsible and liable to the CVRPC for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the CVRPC a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of CVRPC Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State of Vermont"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("CVRPC Facilities"); and Section 32.A ("Certification Regarding Use of State of Vermont Funds").

- 20) No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the CVRPC during the term of this Agreement.
- 21) Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the CVRPC under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 22) Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State of Vermont's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23) Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24) Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the CVRPC from the Party in connection with this Agreement, and any obligations of the CVRPC to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25) Force Majeure:** Neither the CVRPC nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26) Marketing:** Party shall not use the CVRPC's logo or otherwise refer to the CVRPC in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the CVRPC.
- 27) Termination:**
- a) Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the CVRPC may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC revenues.
 - b) Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
 - c) Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the CVRPC. All CVRPC property, tangible and intangible, shall be returned to the CVRPC upon demand at no additional cost to the CVRPC in a format acceptable to the CVRPC.

- 28) Continuity of Performance:** In the event of a dispute between the Party and the CVRPC, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 29) No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.
- 30) CVRPC Facilities:** If the CVRPC makes space available to the Party in any CVRPC facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, CVRPC facilities, which shall be made available upon request. CVRPC facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 31) Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- a) Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
 - b) Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
 - c) Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CVRPC, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 32) Requirements Pertaining Only to State of Vermont-Funded Grants:**
- a) Certification Regarding Use of State of Vermont Funds:** If Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, Party certifies that none of these State of Vermont funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
 - b) Good Standing Certification (Act 154 of 2016):** If this Agreement is a State of Vermont funded grant, Party hereby represents: (i) that it has signed and provided to the CVRPC the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



LETTER OF INTEREST

November 21, 2025

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

Re: RFP for Real Estate Development Services – 87 State Street, Montpelier

Dear Lincoln,

We are excited to offer this letter of interest to provide Real Estate Development Services for the potential acquisition of the 87 State Street property in downtown Montpelier.

This work, to support the efforts of Central Vermont Regional Planning Commission, the State of Vermont and the Montpelier Commission on Recovery and Resilience to acquire and prepare for redevelopment the property located at 87 State Street, plays a critical role in the opportunity to shape and contribute to a revitalized, post-flood, capitol city.

This work will include four main components:

- Coordinated negotiations with the General Services Agency through the *negotiated sale* process;
- Acquisition due diligence (Environmental, Legal, Regulatory, Building Condition, Financial and Market) and the management of third-party professionals undertaking portions of that work;
- Development of a strategy and funding for acquiring, permitting, and managing the property as it is prepared for redevelopment (including the construction of new housing on portions of the property);
- Identification and pursuit of potential funding sources to support the due diligence work, property purchase, environmental characterization and remediation, flood resiliency, and other redevelopment activities.

During the performance of this work, we will communicate regularly with the project leadership team and meet with interested parties as needed to formulate the redevelopment plan.

This work will be led by Samantha Dunn of All At Once, LLC, working in collaboration with Jeff Glassberg of Jeffry Glassberg Real Estate Development Services. Samantha and Jeff have extensive experience in complex real estate development transactions with a focus on public private partnerships and the development of housing. Samantha Dunn is a leader in place-based approaches to real estate development with a focus on vibrant, sustainable, and equitable development solutions through collaboration, innovation, and a willingness to

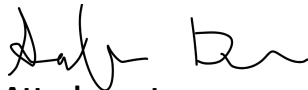
discover the right path forward for each project. Jeff Glassberg will bring his track record of managing non-profits' real estate development, from phased project planning to structuring partnerships and common interest (condominium) developments, funding, and site acquisition. Jeff's involvement in multiple historic and urban in-fill projects will be particularly valuable to this project team.

We look forward to the opportunity to work with Central Vermont Regional Planning Commission and their partners in this important and transformational work.

Thank you for your consideration of our proposal.

Sincerely,

Samantha Dunn

A handwritten signature in black ink, appearing to read 'Sally Dunn', with a stylized flourish at the end.

Attachments:

Cost Proposal

Resumes

COST PROPOSAL

Task	Hours	Fee
Internal Coordination / Strategy	15	3,375
GSA Coordination / Negotiation	15	3,375
Acquisition Due Diligence & Coordination	20	4,500
Acquisition & Hold Strategy; Prepare for Redevelopment	30	6,750
Identification and pursuit of funding	30	6,750
Reimbursables		250
Total		25,000

The Fee for Consulting Services will be \$225 per hour.

Fee will be billed hourly for actual hours completed and on a not-to-exceed basis. Hours per task are estimates and may shift as needed based on the project trajectory.

**SAMANTHA DUNN**sdunn@AllAtOnceVT.com

(802) 881-5542

www.AllAtOnceVT.comExperience**All At Once, LLC****2024 – Present**

Jericho, Vermont 05465

Title: Principal

Providing integrated real estate development consulting services for non-profit organizations, municipalities and private entities tackling impactful and challenging development projects. Leader in place-based approaches to Real Estate Development for vibrant, sustainable, and equitable development solutions.

City of Burlington, Community & Economic Department Office**2021 – 2024**32 Main Street, Burlington, VT 05401 - [website](#)*Title: Assistant Director for Community Works*

Led the Community Works Team within the City of Burlington's Community and Economic Development Office (CEDO). Oversaw, coordinated, managed, and implemented all CEDO-led real estate development projects from conceptual planning through construction; oversaw, coordinated, and managed project development and management for other major high priority City development projects; oversaw, coordinated, and managed the creation and implementation of purchase and sale and lease agreements for the use and/or redevelopment of City-owned properties; oversaw, coordinated, and managed the creation and implementation of development agreements related to the use and/or redevelopment of both public and private property; and, served as the City's lead point-of-contact on major private redevelopment projects. Led cross-departmental collaboration on the City's high priority development activities and advised the Mayor on all real estate negotiations.

Evernorth formerly Housing Vermont**2016 – 2021**100 Bank, Suite 400, Burlington, VT 05401 - [website](#)*Title: Developer*

Led development efforts of 3-5 projects annually from site control through construction completion. Evaluated feasibility of potential projects; procured design and construction teams; worked closely with community leaders, funders and other stakeholders to design, permit and fund multifamily affordable housing projects with a wide range of layered sources. Led efforts on energy efficiency standards and resident engagement for all projects and Diversity, Equity and Inclusion for the organization. Closed \$42 million in affordable housing deals to bring 93 new, and 54 rehabilitated units online.

Yellow Wood Associates**2009 - 2015**1694 Barry Road, Fairfield, VT 05455 - [website](#)*Title: **Associate***

Led consulting engagements on behalf of Yellow Wood Associates with a diverse group of clients. Managed all aspects, including project management, client relations, development and production of final deliverables. Provided financial, technical and managerial feasibility analysis for a range of clients from private business enterprises to local government. Conducted research and authored reports and white papers on a range of topics related to natural resources in rural economic development.

LLB Architects formerly Lerner Ladds + Bartels**2008 – 2009**161 Exchange Street, Pawtucket, 02860 – [website](#)*Title: **Drafter/Project Manager***

Provided support on a variety of projects pursuing LEED certification. Provided construction documents and project management for renovation of 75 unit affordable housing complex.

Galante Architecture Studio**2006 – 2007**146 Mount Auburn Street, Cambridge, MA 02138 - [website](#)*Title: **Project Manager, Drafter, Designer***

Supervised CAD outputs, coordinated consultants and all project deliverables including reports, specifications and drawing sets for a range of institutional, governmental and private clients at a small architecture firm.

Shepley Bulfinch**2004 – 2005**99 Chauncy Street, Boston, MA 02111 - [website](#)*Title: **Drafter/Designer***

Provided support in the health care division, including conceptual design reports, construction management and programming.

Institute on Urban Health Research, Northeastern University**2002 – 2003**360 Huntington Avenue, Boston, MA - [website](#)*Title: **Researcher***

Provided research support for Institute Director. Managed grant preparation, data collection and analysis for Asthma Intervention Study.

Education**Sarah Lawrence College**, BA 2000 – Bronxville, NY**Boston Architectural College**, M.ARCH 2008 – Boston, MA – Masters of Architecture

Salutatorian, Recipient of the AIA Henry Adams Medal, Master of Architecture



EXPERIENCE

Jeffrey D. Glassberg Real Estate Development Services

Principal

Vergennes, Vermont

1996 to Present

Jeffrey D. Glassberg Real Estate Development Services serves investors, developers, CEOs, non-profit and municipal leaders, in Vermont, New England and nationally. Services include Planning ("creating a vision with an eye to implementation"), Finance ("detailed forecasts and analyses"), Project Management ("controlling variables and mitigating risk"), and Merchant Development ("delivering on time and on budget").

Capital Ideas, Inc.

Principal

Burlington, Vermont

1996 to 2005

Capital Ideas operated as a housing finance syndication firm that provided consulting services to lenders and developers throughout New England.

Housing Vermont

Vice President for Development

Burlington, Vermont

1993 to 1995

Housing Vermont, now known as Evernorth, is a nationally recognized non-profit syndication and development company founded in 1988. It creates permanently affordable rental housing for Vermonters through partnerships with local organizations, public organizations, and the private sector.

Preservation Investments, Ltd.

Partner

Middlebury, Vermont

1987 to 1992

Preservation Investments specialized in historic redevelopment. Its projects included Officer's Row at Fort Ethan Allen in Colchester, Vermont, and the Marble Works mixed-use center in Middlebury, Vermont.

3613 MAPLE STREET
VERGENNES, VERMONT 05491
802 / 877 - 0019
JEFF@JDGRE.COM
WWW.JDGRE.COM

SELECT PROJECTSNON-PROFIT CLIENTS**City of Burlington, Vermont**

2019-2021

Jeff represented the City's interests when construction of a major downtown redevelopment project ceased. Jeff worked with the parties to negotiate a revised development agreement for the property that included transfer of 2.1 acres of property to the City to reconnect the street grid, as well as a guarantee of construction of those streets, both at no cost to the City.

Vermont Community Foundation

Middlebury, Vermont

1999-2000, 2019 - 2021

Jeff was selected to work with the Vermont Community Foundation and the Vermont Folklife Center to structure a joint venture among two non-profit organizations to acquire and fully rehabilitate an 1823 four story commercial building occupying a prominent location atop the Middlebury green. The project's finishes and furnishings feature the work of Vermont craftspeople. More recently, Jeff provided consulting and underwriting services to support VCF's Vermont -based investments.

Vermont History Center

Barre, Vermont

2000-2002

A signature project among many notable historic preservation developments undertaken by Jeff, the Vermont History Center involved the rehabilitation of an iconic Lambert Packard designed school to create a state-of-the art library and curatorial facility for the Vermont Historical Society. Jeff served as the Owner's Representative and managed all facets of the project from site acquisition, design, permits, financing, and construction. (www.vermonthistory.org)

Middlebury Natural Foods Coop

Middlebury, Vermont

2013 to 2018

Jeff served as the Owner's Representative for MNFC in 2003-2005 to accomplish the acquisition of several adjoining parcels and the financing and construction of a new store nestled within a village setting. The Coop continued its impressive growth requiring expansion of its operation. Jeff rejoined the team in late 2013 to facilitate the acquisition of another adjoining property and worked with the Coop to manage design, financing, and construction of the expansion. (www.middleburycoop.com)

ACADEMIC INSTITUTIONS

Middlebury College

Middlebury, Vermont

2002 to Present.

As a long-term client, Jeff has worked with college leadership over the years to acquire and rehabilitate key properties in Middlebury, to divest itself of non-mission related holdings and to adaptively re-use important properties. His most current project is the redevelopment and expansion of Otter Creek Child Center, in coordination with the College, to expand childcare opportunities in Addison County. The \$10 million expansion is scheduled to complete construction in fall of 2025.

University of Vermont

Burlington, Vermont

2014 to 2019

Jeff has had a long-term professional relationship with UVM, beginning in 1990 when his firm developed Officers Row, 77 residential condominiums within 19 historic buildings at Fort Ethan Allen that had been owned by UVM. Since that time, Jeff has provided a range of advisory services to the University; his most recent assignment focused on creating enhanced returns, both financial and mission-related, from several off-campus UVM owned real estate assets. (<http://uvm.edu>)

Hampshire College

Amherst, Massachusetts

2001-2008

An exemplar of Jeff's work with a wide range of non-profit institutions, his work with Hampshire College began as a participant on a campus master-planning team. Subsequently, Hampshire retained Jeff directly to lead a range of planning and development activities that focused on enhancing the returns, both financial and mission-related, of its real estate assets. (www.hampshire.edu)

NEW MARKETS AND HISTORIC TAX CREDIT TRANSACTIONS

405 Pine Street

Burlington, Vermont

2019 to Present

As a volunteer board member of Burlington City Arts Foundation, Jeff led the effort to acquire and rehabilitate the former Pepsi bottling plant in the middle of the burgeoning south-end arts district into the permanent home for the education programs of Burlington City Arts. The purchase and phased deep energy retrofit are funded in part with an NMTC investment from Mascoma CDC.

Brooks House

Brattleboro, Vermont

2012-2013

Built in 1871, the Brooks House is an iconic building that has played a pivotal role in Brattleboro, Vermont's historic downtown. After a devastating fire in 2011, Jeff provided development and financing services to structure the \$24M redevelopment of the property using NMTC and RITC equity investments. The mixed-use property includes Vermont Technical College and Community College of Vermont, retail and restaurant uses, as well as 23 market rate apartments. (<http://brookshouse.com>)

LARGER SCALE COMMERCIAL/RESIDENTIAL**St. Regis-Deer Valley Resort & Residences**

Park City, Utah

2008 to Present.

The St. Regis-Deer Valley is a multi-phase \$450 million condominium hotel and residential development on the slopes of Deer Valley Ski Resort. Jeff serves as the owner's representative for Falcon Investors, with responsibility for general project management, as well as legal and financial matters. The third and final phase of development is scheduled to complete construction in fall of 2025. (<http://stregisdeervalley.com>)

Middlebury South Village

Middlebury, Vermont

2005 to 2020

This award-winning, smart-growth, mixed-use new neighborhood in Middlebury, Vermont hosts 98 residences and 24, 000 square feet of commercial and office space adjacent to schools, shopping, and recreation. Jeff is the managing member of Middlebury South Village, LLC, the master developer. (<http://middlburyouthvillage.com>)

Renewable NRG Systems

Hinesburg, Vermont

2013 to Present

Renewable NRG Systems designs and manufactures world-class measurement technologies for the renewable energy industry from its LEED Gold facility in Hinesburg, Vermont. Jeff has been retained to create a market-based, environmentally focused master plan for development of the surrounding 60+ acres, including additional office and manufacturing buildings, commercial and community space and a range of residential options. (<http://renewablenrgsystems.com>)

EDUCATION

University of Vermont
Bachelor of Arts, Cum Laude, Environmental Planning and Design
Graduated 1983

Vermont Leadership Institute at the Snelling Center for Government
1995 to 1996

ADDITIONAL INTERESTS

Jeff has served as a director of a number of statewide non-profit and governmental advisory boards. He is currently a director of the Burlington City Arts Foundation, volunteer project manager for the Vergennes Opera House as it plans to implement a comprehensive accessibility plan, a long-time member of the Addison Northwest School District facilities committee and chair of his town's planning commission and development review board.



A PROFESSIONAL CORPORATION

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Burlington, Vermont 05402-0369

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Facsimile 802.658.1456
www.gravelshea.com

August 28, 2025

Robert H. Rushford
Shareholder
rrushford@gravelshea.com

E-MAIL

Central Vermont Regional Planning Commission
Attn: Lincoln Frasca
29 Main Street, Suite 4
Montpelier, VT 05602

Letter of Engagement

Dear Lincoln:

This letter summarizes the terms on which Gravel & Shea will represent Central Vermont Regional Planning Commission (the "Commission") in connection with the potential purchase of land and building located at 87 State Street in Montpelier, Vermont.

1. **Professional Undertaking by Gravel & Shea.** I will have primary responsibility for the services to be provided. I may ask other attorneys and paralegals to help, where I believe that doing so will promote the Commission's interests. We will assist the Commission in a professional manner and to the best of our abilities, but we cannot guarantee the outcome of any given matter. The scope of our work will be subject to the Standard Subcontractor Agreement Provisions attached as Exhibit A, and will consist of the legal services for the initial investigation and scoping of the purchase and redevelopment of the 87 State Street property, to include:
 - (a) Review, comment and participate in negotiation with GSA on its form of Offer to Purchase;
 - (b) Provide recommendations on the structure of the acquisition, including the potential creation of a new entity to take ownership;
 - (c) Assessment of structure and set up for redevelopment (subdivision, common interest community, etc.).

We recognize that this initial phase of the work is intended to be used to prepare for later phases of the redevelopment plan, which may involve the assignment of contract/purchase rights to one or more newly formed entities which may have the Commission or other governmental or quasi-governmental agencies as participants. We agree that at your discretion, you may share our initial work product during this

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phase with such assignees. However, the delivery of our work product materials will not create an attorney-client relationship with such parties unless we enter into a separate engagement letter with such parties and review and/or clear any conflicts of interest.

2. **Charges for Services.** Our charges for services take into account many factors. The principal one is the schedule of hourly rates in effect at the time the services are rendered. Particular rates are based on experience and professional skills and expertise. Current rates for our attorneys range from \$235.00 to \$570.00 per hour, and our rates for paralegals range from \$100.00 to \$175.00 per hour. My rate is \$475.00. We review the rate schedule periodically, usually at the end of each calendar year, and we make adjustments we consider appropriate. In setting fees, we also may consider the uniqueness of the services rendered, the results obtained, unusual time limitations, and whether an assignment precludes other engagements that we might have expected. We reduce our charges where efficiency, the results obtained, the nature of the controversy, the need for self-education, or other appropriate considerations make us feel that full charges would not be fair. Based on the same considerations, we may suggest that we believe a premium in excess of straight-time charges is appropriate. However, in no event will the Commission be responsible for payment of more than our straight-time hourly charges unless the Commission specifically agreed to it. Although we reserve the right to take a different position in a particular circumstance, for engagements that we handle on an hourly basis, it is the firm's general policy to operate on a "satisfaction guaranteed" basis with respect to our fees: if, after having discussed the matter with us, a client is not satisfied with our fee, we will accept as payment in full whatever the client considers fair. In addition, given the nature of the project and its governmental participants, we will provide a discount of ten percent (10%) off all of our fees.

In addition, we further agree that our fees for the scope of the legal work described above in Section 1 shall not exceed \$12,000.00, unless we obtain your prior written approval to incur fees beyond this amount.

3. **Expenses and Other Charges.** During the course of an engagement, we may incur expenses for items such as travel-mileage, courier services, and overnight package delivery services. We will bill the Commission separately for those items if we incur them on the Commission's behalf. We do not charge for word processing, routine clerical work, toll calls, photocopies, facsimile transmissions or postage. In addition, of course, we do not charge the Commission for time spent to prepare, review or discuss with the Commission our charges for fees and expenses.

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4. **Retainer.** At this time, we are not asking the Commission to provide us with a retainer. If we accept a retainer, we will draw against that retainer for payment of our monthly charges and will submit monthly statements to the Commission for amounts that will restore the retainer to the original level. Upon completion of our engagement, we will return to the Commission any remaining balance.
5. **Billings.** Our statements are itemized and detailed and generally are prepared and submitted early in each month following the date when we provide services or incur expenses. I will review each statement to be sure the charges are appropriate. All statements should be paid promptly, and in any event within thirty days. Any balance unpaid after forty-five days will accrue interest at the rate of 1% per month. If a balance remains outstanding for more than sixty days, the firm will have the right (subject to the conditions noted in Paragraph 6, below) to discontinue all further work until we have made satisfactory arrangements for payment. In the unlikely event that we are required to bring an action to collect our charges, and if we prevail in that action, the Commission will be responsible not only for our charges but also for our costs of collection (including reasonable attorneys' fees).
6. **Other Matters Relating to Gravel and Shea.** The Commission's engagement makes available the full resources of this firm, not simply a particular lawyer within it. If the Commission has a particular need that is not within my area of expertise, if I am unavailable for any reason, or if the Commission ever has concerns about any aspect of our representation of the Commission's interests, please feel free to discuss them with any member of the firm. Our goals are to provide exceptional service and client satisfaction, in timely fashion and at a fair price. We always will welcome the Commission's comments and suggestions about how we might do better.
7. **Termination.** The Commission may terminate our representation at any time. We will have a similar right, subject to our obligations to give the Commission reasonable notice to arrange alternate representation and to comply with all applicable requirements of the *Rules of Professional Conduct*.

These arrangements may be modified or supplemented, of course, by mutual written agreement between the Commission and the firm. Except as otherwise so agreed, however, these terms will apply to all assignments we handle for the Commission.



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Please confirm the Commission's agreement to the above by signing below and returning a copy to me. We look forward to working with you and we appreciate the opportunity to be of service.

Sincerely,

GRAVEL & SHEA PC

A handwritten signature in black ink, appearing to read "Robert R. Rushford".

Robert R. Rushford

RHR:jeh

Acknowledged and agreed this 2 day
of September, 2025.

CENTRAL VERMONT REGIONAL
PLANNING COMMISSION

By: A handwritten signature in blue ink, appearing to read "Christian Meyer".
Christian Meyer,
Duly authorized
agent

Exhibit A

STANDARD SUBCONTRACTOR AGREEMENT PROVISIONS

[See Attached]

ATTACHMENT C

Standard Subcontractor Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **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.
- 2) **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.
- 3) **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.
- 4) **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.
- 5) **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.
- 6) **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.

- 7) **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.
- 8) **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>.
- 9) **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.
- 10) **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.

(End of Standard Provisions)