



July 2026 Contract Index

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

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

N/A

CONTRACTS ISSUED

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FOR INFORMATION ONLY

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

AMENDMENT – Vermont Agency of Transportation (VTRANS) – Transportation Planning Initiative (TPI)
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GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

N/A

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Standard Contract

Capital Corridor Community Bikeshare

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # <u>2026-07</u>	
Contract Amount: \$56,000	Contract Start Date: 7/6/26	Contract End Date: 6/30/27	
Contractor Name: Toole Design Group, LLC			
Contractor Physical Address: 141 Tremont Street, 9th Floor			
City: Boston	State: MA	Zip Code: 02111	
Contractor Mailing Address: One Inventa Place, West Tower, Suite 950			
City: Silver Spring	State: MD	Zip Code: 20910	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<i>If this action is an amendment, the following is amended:</i>			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor Duns/UEI: QGWJWBM76MP5		
DUNS/UEI Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date:	Initials:	SAM Expiration Date:
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date:	Initials:	Debarment Expiration Date:
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date:	Initials:	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)		
Date:	Initials:	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date:	Initials:	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		

at One Inventa Place, West Tower, Suite 950, Silver Spring, MD 20910 (hereafter called "Contractor"). Contractor's form of business organization is Limited Liability 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 the technical requirements for a viable community-supported bikeshare model in the Barre-Montpelier area of Central Vermont. 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 \$ 56000.00.

4. Contract Term. The period of contractor's performance shall begin on July 6, 2026_ and end on April 30, 2027_.

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 X is / _ is not required.

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

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

8. Attachments. This contract consists of _____ 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 02/26/18)
- Attachment D - Provisions for Federally Funded Agreements (if applicable)
- Attachment E - Other Provisions (if applicable)
- Attachment F – Program Forms (if applicable)

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

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

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

For the CVRPC:

Signature: _____

Name: _____

Title: Executive Director

Date: _____

For the Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Scope of Work to be Performed

Objective: Determine the appropriate combination(s) of technologies and operational structure to implement a financially sustainable model for small-scale, community-supported bike share in Central Vermont serving Barre City, Montpelier, and the Hospital Hill/New Town Center area of Berlin.

Activity(s) to be Performed:

TASK 1: PROJECT MANAGEMENT

A successful project begins with strong management and effective coordination with the Client and other key stakeholders. Our Project Manager Perri Sheinbaum will lead the team as a technical expert who has worked on bikeshare planning projects across the US. In addition to guiding technical development, Perri will ensure detailed communication, appropriate resource commitment, adherence to the project schedule, and coordination with relevant stakeholders are maintained throughout the project. Calvin Thigpen will serve as Principal-in-Charge and New Mobility Practice Lead, providing detailed technical and contextual guidance to our team throughout the project.

Working with the client team, Perri will coordinate regularly to foster close collaboration. We recommend monthly coordination calls throughout the project, conducted via Microsoft Teams. We assume the core client team members will attend and participate in each check-in call. Toole Design will develop and email an agenda ahead of each call, and share notes documenting key discussion points, decisions made, follow-up actions and responsible parties following each call.

TASK 2: ENGAGEMENT

TASK 2.1: KICKOFF MEETING AND SITE VISIT

The project will begin with a kickoff meeting and site visit that will include the client and other major stakeholders, such as representatives from Barre City and Montpelier, and the project initiators, such as VTrans Bicycle and Pedestrian Section staff and/or the Transportation Alternatives Coordinator. The agenda of this meeting will include reviewing the approach, outlining the project goals and objectives, finalizing the study area, reviewing ongoing and upcoming relevant projects, obtaining all relevant past plans and studies, and confirming our approach to community engagement. Project staff attending the kickoff meeting in person will also conduct a site visit, with other stakeholders invited to attend, to investigate potential bikeshare locations.

TASK 2.2: COMMUNITY ENGAGEMENT

While the RFP calls for a Local Concerns Meeting, conforming with the typical VTrans project scoping process, we propose a broader process to obtain community input that will better inform the project and strengthen the community's understanding of the potential for bikeshare. Outcomes of this task

will include higher level of engagement of the community around bikeshare and collecting input on priority siting locations to ensure that the concepts are both community driven and informed by best practices. These are essential elements of community-led design. At the project kickoff meeting, we will clarify our objectives and engagement outcomes, but we expect this first round of community engagement to include pop-ups at local events such as farmers markets, outreach to downtown business organizations, or co-hosting meetings with organizations that have been involved in the bikeshare effort to date. The goal and outcomes of this task will be the same as that for a local concerns meeting – learn from the community to inform the community-led design process and develop a clear statement of project purpose and need.

TASK 3: EXISTING CONDITIONS ASSESSMENT

TASK 3.1: BASE MAP

Toole Design’s GIS team will develop a base map of the project area, assembling all relevant GIS data from City, Regional and State sources, as outlined in the RFP. Maps for different scales of analysis will be needed for this project and be developed accordingly. The network of bikeshare stations will have a more expansive scale, and the specific bikeshare site options may be mapped at the parcel scale, with each scale using the relevant information.

TASK 3.2: CONTEXT AND TRAVEL DEMAND

The bikeshare system options will be developed with consideration of both the area’s existing and proposed land uses and travel patterns. With Toole’s extensive bikeshare experience, we will be able to assess the sub areas within the project area that will be most likely to generate demand. Using land use data available from the CVRPC and other sources, we can determine where concentrations of potential bikeshare trip origins and destinations exist. Using mobility data from Replica or similar data platforms, we can assess areas within the project study area that see more frequent short trips, which suggest strong potential for bikeshare use.

TASK 4: BIKESHARE SYSTEM ANALYSIS, EVALUATION, AND CONCEPT DEVELOPMENT

TASK 4.1: DEVELOP AND EVALUATE ALTERNATIVES

To develop a bikeshare plan, Toole Design will evaluate program and design alternatives and location alternatives. The program and design alternatives will be responsive to the community context and include models from other similar sized communities. The bikeshare siting locations will be explored in response to the travel demand analysis, on-the-ground site visits, and community engagement. The locations will need to consider property ownership and feasibility from a construction standpoint. These two analyses will be done in parallel and will each have distinct evaluation criteria.

1. Program and Design Alternatives. Toole Design will explore a range of alternatives for what a community bikeshare system in the Central Vermont region could look like. This will help answer important feasibility questions including, but not limited to: » What are the major obstacles that local organizations typically face when implementing e-bikeshare?

- » What are some examples of micromobility policies and programs implemented in areas like the Central Vermont region?
- » How is parking managed, and what new technologies (e.g. sidewalk detection) have been successfully implemented in similar contexts?
- » What service levels, fee structures, and data reporting standards are most appropriate?
- » What partnerships can be formed to help with the success of the program, relating to outreach, education, and maintenance?
- » What options for access are provided to low-income communities and people who are disabled?
- » How can shared micromobility serve as an extension of transit?

With Toole Design’s vast experience in bikeshare system design from across the US, we will present a range of alternatives, considering factors including bicycle type(s), payment systems, membership models, and software platforms.

2. Site Location alternatives. Toole Design will also assess the optimal locations for bikeshare stations, and the features and infrastructure that each location should have. This location analysis will be built on the travel demand analysis in task 2, and may also include the following:

- » Demographics and population density
- » Existing bicycling network, and level of stress of roadways and streets
- » Key destinations and assessment of topographic barriers
- » Transit access
- » Equity considerations (identifying communities of concerns and populations that should be included in engagement efforts)

TASK 4.3: ALTERNATIVES PRESENTATION

Toole Design will prepare a PowerPoint presentation that summarizes the alternatives, analysis of features and constraints, and draft recommendations for a community bikeshare, based on analysis and community engagement. The time and place of the presentation will be discussed with the client team, and could be at a CVRPC TAC meeting or similar regional event; or possibly at an event co-hosted by a local organization. We assume that CVRPC will assist in the logistics of determining the location and promotion of the meeting.

TASK 5: IMPLEMENTATION PLAN

TASK 5.1: PROGRAM DESIGN AND COST ESTIMATES

The following outlines the major components and considerations of a bikeshare system plan. Each of the following is a critical step to providing CVRPC with a blueprint for bikeshare implementation – while the scope does not include active partnership development or sponsor fundraising, it does include some initial, high level work to address operations and business model alternatives, since these

considerations greatly affect the likely start-up cost and potential sponsors and partners that could be attracted at later stages.

Ownership and Governance. One of the most important decisions for a bikeshare program is to determine ownership, management, and operation of the program. Toole Design will prepare a high-level review of different governance structures including different ownership structures, operating models, funding mechanisms, and identify the advantages and disadvantages of each. Toole Design will work with Client team to assess potential interest in each model.

Fleet type. Another important decision will be consideration for addition of e-bikes and cargo bikes into the bikeshare fleet. With the topographic conditions in Central Vermont, and greater appeal of both cargo bikes and e-bikes, they will both be given strong consideration. There are currently a number of ways that e-bikeshare services are provided in North America. These include:

- Docked systems that are connected to the power grid or utilize solar power to recharge bikes.
- Dockless systems that are either partly or fully electrified.
- Docked and dockless systems that rely on the operator to switch out and recharge batteries.

Each of these has their advantages and disadvantages, balancing the need for station infrastructure, access to the electrical power grid, solar infrastructure, the capital cost of electrification, and the operational cost of battery swaps. Toole Design will review different technologies and models and their impacts on ownership and funding needs to recommend the preferred business model and outlines costs, financial risks, and potential revenues.

Finances. A financial assessment will be conducted that identifies capital and operating costs (including capital replacement), potential revenues including user fees and sponsorship, and other funding sources such as grants. The assessment will pay particular attention to program costs that will be incurred by the owner to manage the program and a fee structure that can be used to recoup these costs from operators.

Toole Design will respond to one set of consolidated comments to prepare a Final Implementation Plan

TASK 5.2: IMPLEMENTATION FUNDING AND TIMELINE

The operating model for the bikeshare program will be identified during the preceding tasks and agreed to with City staff prior to the outset of this task. This task is expected to include the following sub-tasks.

- Develop a procurement process and evaluation framework for potential bikeshare operators. This will include providing examples of similar procurement processes in peer communities
- Recommend updates as needed to existing regulations or traffic ordinances
- Outline next steps for procurement and permitting
- Provide a plan for engagement during a pilot period, including specific requirements for operators to engage with target communities
- Create key performance metrics to measure success
- Provide a phased timeline for launch of a bikeshare program
- Develop high-level financial projections for costs and revenue

TASK 5.3: FINAL REPORT PRODUCTION

All of the documentation produced from each stage of this project will be compiled into a final project report that will serve as a reference for the bikeshare initiative going forward. A draft report document will be prepared and reviewed with the client team at a meeting. A final report will be produced after receiving comments from the client team.

Performance Measures:

TASK 1 DELIVERABLES:

- Project schedule, including key milestones
- Monthly project check-in meetings (up to 10 meetings), including agendas and notes
- Monthly progress reports and invoices

TASK 2 DELIVERABLES:

- Meeting notes for kickoff meeting
- Summary of engagement events
- Draft project purpose and needs statement

TASK 3 DELIVERABLES:

- GIS base maps of overall project area and focus areas proposed for bikeshare locations
- Assessment of context and travel demand (slide deck and graphics) including locations with higher potential demand for bikeshare

TASK 4 DELIVERABLES:

- Narrative and graphics summarizing the analysis of alternatives
- PowerPoint slide deck for use at the alternatives presentation meeting.

TASK 5 DELIVERABLES:

- Draft Report
- Final Report

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Party shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement. Party reserves the right to escalate rates annually or upon amendment 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 (TIME AND MATERIALS):

Actual costs up to the Agreement maximum as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall be submitted no more than monthly.

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

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

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. 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 thirty (30) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the reasonable 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. Should CVRPC fail to make timely payment, Party reserves the right to stop work until payment is received.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include *(select all that apply; monitoring is based on the Risk Assessment)*:

Subrecipient:

- Reviewing financial and performance reports required by the subaward.
- Training and technical assistance on program-related matters.
- 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.
- Arrangement for agreed-upon-procedures engagement (§200.425) [audit services].
- Verification that subrecipient is audited as required by Subpart F-Audit Requirements.

- Consideration of whether audit results necessitate on-site reviews, other monitoring, and/or adjustments to CVRPC's own records.
- Issuance a management decision for audit findings pertaining to a Federal award (\$200.521).
- Consideration of enforcement action for noncompliance (\$200.338)

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.

CVRPC must submit _____ monthly/quarterly/annual/biannual/other (specify) reports to the _____ name funding sources . It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

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

DRAFT

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 indemnify the CVRPC and its officers and employees against all third-party claims or suits to the extent arising from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement.
 - b) 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 to the extent arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

c) 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 following prior notice 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. Approval shall not be unreasonably withheld. 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. However, notwithstanding the foregoing, nothing herein shall prevent Party from referencing its work under this Agreement in future marketing material without prior consent.
- 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)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Contractor will not buy materials and resell to the State or CVRPC at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State or CVRPC may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this grant agreement shall be approved/reviewed by the State or CVRPC prior to release.
4. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Contractor must provide a copy of the approval of their Equal Opportunity Plan.
6. **Supplanting:** If required, the Contractor will submit a Certification that funds will not be used to supplant local or other funding.
7. **Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.
8. **Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.
9. **Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
10. **Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Contractor is aggrieved by the decision of the Director, the Contractor may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to

Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).

- 11. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.

- 12. Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E
SPECIAL CONDITIONS

1. This project is for scoping only and the scope of the allowable work is limited to the following:
 - Development of Purpose & Need Statement
 - Collection of existing data which may include survey
 - Local Concerns Meeting
 - Resource Identification
 - Preparation of Alternatives with Footprint
 - Preliminary Cost Estimate, to include PE, ROW and Construction costs
 - Development of an Evaluation Matrix
 - Alternatives Presentation Meeting
 - Alternative Selection

2. Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA
August 31, 2023

Current edition of:

- A. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- B. Vermont Agency of Transportation (VTrans) Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- C. VTrans Vermont State Design Standards
- D. VTrans Municipal Assistance Section Guidebook
- E. VTrans Utility Accommodation Plan
- F. VTrans Access Management Program Guidelines
- G. VTrans Hydraulics Manual
- H. VTrans Structures Manual
- I. VTrans Design Exception Procedure
- J. VTrans Right-of-Way Manual
- K. VTrans Policy for CADD standards
- L. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- M. AASHTO Guide for the Development of Bicycle Facilities
- N. AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities
- O. AASHTO Guide for Design of Pavement Structures
- P. AASHTO Specifications for Highway Bridges
- Q. National Association of City Transportation Officials (NATCO) design guidance
- R. U.S. Access Board – Public Right-of-Way Accessibility Guidelines
- S. Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares

- T. Transportation Research Board Highway Capacity Manual
- U. Approved project environmental document
- V. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)
- W. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- X. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28CFR Part 36)

If the Subrecipient believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Subrecipient shall notify the State. The State, after consultation with the Subrecipient, will, in its sole discretion, determine which requirement takes precedence.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

ATTACHMENT I

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

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

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

Assurance Appendix E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



MEMO

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

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

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

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

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

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

LDD Contract for NBRC Catalyst Grant

Town of Waitsfield, Vermont with the
Central Vermont Regional Planning Commission

General Contract for Services

This contract for Services is made effective as of June 1, 2026, by and between the Town of Waitsfield and the Central Vermont Regional Planning Commission (CVRPC). This LDD contract expires at the end of the grant period, September 30, 2029.

Scope of Services

The funding for this project is made possible through Grant GT-25FAC-00057 from the Northern Border Regional Commission to complete the following Local Development District (LDD)'s services (collectively, the "Services"):

1. GRANT ADMINISTRATION:

LDDs shall have the following scope of services pertaining to Grant Administration:

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time with enough information to provide a meaningful outline of where the project is in the process.
- Reimbursement Requests: Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. This does not include conducting the bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes.
- General Assistance: Partial Notice to Proceed and/or Full Notice to Proceed process.
- General Assistance: Contract Amendment Requests.

2. PAYMENT:

Payment shall be made to CVRPC by Town of Waitsfield for an amount not to exceed \$20,000 based on the number of hours worked. Charges may include wages and fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.

3. TERM:

This Contract will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee (Town of Waitsfield) and Northern Border Regional Commission or the completion of the project, whichever comes first.

4. INDEMNIFICATION:

Town of Waitsfield agrees to indemnify and hold CVRPC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against CVRPC that results from the acts or omissions of the Town of Waitsfield's employees, agents, or representatives.

5. DEFAULT:

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provide for in the Contract.

6. REMEDIES:

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.

7. ENTIRE AGREEMENT:

This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY:

If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. AMENDMENT:

The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.

10. GOVERNING LAW:

This Contract shall be construed in accordance with the laws of the state of Vermont.

11. CONSTRUCTION AND INTERPRETATION:

The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee):

Signature:

Date:

LDD:

Christian Meyer, Executive Director,
Central Vermont Regional Planning
Commission

Signature:



Date:

6/18/2026

Town of Washington Road Erosion Inventory

Part 1 – Contract Detail		
SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____	
Contract Amount: \$7758.00	Contract Start Date: 7/6/26	Contract End Date: 6/30/27
Subrecipient Name: Central Vermont Regional Planning Commission		
Subrecipient Physical Address: 29 Main Street, Suite 4		
City: Montpelier	State: VT	Zip Code: 05602
Subrecipient Mailing Address: as above		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – FUNDING SOURCE		
Funding Type: <input type="checkbox"/> Federal		CFDA #: _____
<input checked="" type="checkbox"/> State		Program Title: Better Roads
<input type="checkbox"/> Other		Contract #: _____
		Source: _____
SECTION 3 – CONTACT INFORMATION		
<p>Town of Washington</p> <p><u>Project Contact/Coordinator</u></p> <p>Name: Stuart Coburn</p> <p>Title:</p> <p>Work Phone: 802-</p> <p>Email:</p> <p><u>Finance/Billing</u></p> <p>Name: Scott Blanchard</p> <p>Title: Town Treasurer</p> <p>Work Phone:</p> <p>Email: washingtontcollector@gmail.com</p>	<p>Subrecipient</p> <p><u>Project Contact/Manager</u></p> <p>Name: Keith Cubbon</p> <p>Title: Transportation Planner</p> <p>Work Phone: 802-229-0389</p> <p>Email: cubbon@cvregion.com</p> <p><u>Finance/Billing</u></p> <p>Name: Christian Meyer</p> <p>Title: Executive Director</p> <p>Work Phone: 802-229-0389</p>	

Part 2 – Contract Agreement

- Parties.** This is a contract for services between the Town of Washington (hereafter called “Town”), and Central Vermont Regional Planning Commission, (hereafter called “CVRPC”). It is the CVRPC’s responsibility to contact the Vermont Department of Taxes to determine if, by law, CVRPC is required to have a Vermont Department of Taxes Business Account Number.

2. **Contract Term.** The period of Subrecipient’s performance shall begin on July 6, 2026, and end on June 30,2027. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Prior Approvals.** Approval by the Selectboard is required for all contracts.
4. **Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Town and CVRPC.
5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Subrecipient, the Town agrees to pay CVRPC a sum not to exceed \$7758.00 Payment shall be contingent upon satisfactory performance by the CVRPC:

Deliverable	Cost	Complete by date
A. Update Road Erosion Inventory for Municipal Road General Permit compliance all hydrologically connected road segments.	\$7758.00	June 30, 2027
B. Upload data to the Department of Environmental Conservation Municipal Roads General Permit WebMap.		

Payment terms shall be Net 30 days from an error-free invoice and Town acceptance of deliverables as complete. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. Requests for payment shall be documented via invoice after completion of services and no later than August 31, 2027. Invoices are to be submitted to the Town of Washington, c/o town treasurer, 2895 Vermont Rt 110, Washington, VT 05675.

6. **Scope of Work. Conduct the following:**
 - A. Update Road Erosion Inventory for Municipal Road General Permit compliance all hydrologically connected road segments.
 - B. Upload data to the Department of Environmental Conservation Municipal Roads General Permit WebMap.

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

For the Town:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Subrecipient:

Signature: _____

Name: Christian Meyer

Title: Executive Director

Date: _____

Standard Provisions

Subrecipient will abide by the terms and provisions as outlined in the Better Roads Category A Grant Agreement between the Town of Washington and the State of Vermont.

See Attachment A.

City of Montpelier Service Agreement with CVRPC Local Hazard Mitigation Plan

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment # _____	
Contract Amount: \$ 10,967.00	Contract Start Date: 7/6/26	Contract End Date: 9/1/27	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: as above			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<i>If this action is an amendment, the following is amended:</i>			
Funding Amount <input type="checkbox"/>		Performance Period <input type="checkbox"/>	Scope of Work <input type="checkbox"/>
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

Contractor UEI: L97JQHE86VX3			
DUNS Registered Name <i>(if different than Contractor Name above)</i> :			
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/content/home . Print Screen Must be Placed in Contract File)			
Date: 6/29/2026	Initials: BP	SAM Exp. Date: 11/26	
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)			
Date: 6/12/26	Initials: KAC	Debarment Expiration Date: N/A	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)			
Date: 6/12/26	Initials: KAC		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)			
Date: 6/29/26	Initials: BP		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date: 6/29/26	Initials: BP		
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Date: 6/12/26	Initials: KAC		
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

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

Date: 6/12/26

Initials: KAC

SECTION 3 – FUNDING SOURCE

Funding Type:	<input type="checkbox"/> Federal	CFDA #:	Program Title:
	<input type="checkbox"/> State	Grant #:	
	<input checked="" type="checkbox"/> Municipal	Source: Municipal	
	<input type="checkbox"/> Other		

SECTION 4 – CONTACT INFORMATION

CITY OF MONTPELIER

Project Contact/Coordinator

Name: Mike Miller
 Title: Planning Director
 Work Phone: (802) 223-9506
 Email: mmiller@montpelier-vt.org

Finance/Billing

Name: Heather Graves
 Title: Finance Director
 Work Phone: (802) 223-9520
 Email: HGraves@montpelier-vt.org

CONTRACTOR

Project Contact/Manager

Name: Keith Cubbon
 Title: Emergency Management Planner
 Work Phone: 802-262-1022
 Email: cubbon@cvregion.com

Finance/Billing

Name: Christian Meyer
 Title: Executive Director
 Work Phone: 802-262-1039
 Email: meyer@cvregion.com

Part 2 – Contract Agreement

- Parties.** This is a contract for services between the City of Montpelier, (hereafter called “City”), and Central Vermont Regional Planning Commission, (hereafter called “Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
- Contract Term.** The period of Contractor’s performance shall begin on 7/6/26 and end on 9/1/27. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
- 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 City and Contractor.
- Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the City agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$10,967.

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

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Assemble planning team and meet with consultant(s) to review the planning process and confirm outreach strategy.	\$786
2	Establish work plan with deliverables, timelines for completion and confirmed roles and responsibilities.	\$906
3	Review information on natural hazards and on man-made hazards based on best available data.	\$1972
4	Review hazard data in one public meeting.	\$630
5	Complete vulnerability assessment to quantify the extent of each hazard.	\$3062
6	Identify mitigation strategies.	\$1216
7	Review mitigation strategies in a public meeting.	\$645
8	Submit plan to Vermont Emergency Management (VEM) and revise accordingly.	\$1090
9	Submit revised plan to FEMA, revise if necessary, and adopt plan.	\$660
	<i>TOTAL</i>	<i>\$10,967</i>

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

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Assemble planning team and meet with consultant(s) to review the planning process and confirm outreach strategy.	7/26
2	Establish work plan with deliverables, timelines for completion and confirmed roles and responsibilities.	7/26
3	Review information on natural hazards and on man-made hazards based on best available data.	9/26
4	Review hazard data in one public meeting.	9/26
5	Complete vulnerability assessment to quantify the extent of each hazard.	12/26
6	Identify mitigation strategies.	12/26
7	Review mitigation strategies in a public meeting.	1/27

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
8	Submit plan to Vermont Emergency Management (VEM) and revise accordingly. <i>(This step will increase City ERAF rate)</i>	2/27
9	Submit revised plan to FEMA, revise if necessary, and adopt plan. (based on expected 4-month timeline for review)	6/27

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

For the City:

Signature: _____
Name: _____
Title: _____
Date: _____

For the Contractor:

Signature: _____
Name: Christian Meyer
Title: Executive Director
Date: _____

Contract Provisions

Please insert any contract provisions the city uses as necessary.



**STATE OF VERMONT
DEPARTMENT OF PUBLIC SAFETY**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereafter “Agreement”) between Central Vermont Regional Planning Commission (hereafter “RPC”) and the State of Vermont (hereafter “the State”) through the Department of Public Safety (DPS) and Vermont Emergency Management (VEM) stipulates that:

WHEREAS, the State has responsibility and authority to undertake certain emergency functions as defined by statute, and

WHEREAS, the State seeks to enlist the assistance of RPC in carrying out the State’s duties; and

WHEREAS, regional planning commissions fulfill a role for disaster response and recovery at a regional level unlike that of any other entity known to exist in the State of Vermont; and

WHEREAS, for the purpose of carrying out its duties and functions of State law, a regional planning commission is considered a political subdivision of the State of Vermont under 24 V.S.A § 4341 - Creation of Regional Planning Commissions; and

WHEREAS, RPC has agreed, subject to the terms and conditions set forth herein, to provide such assistance;

NOW, THEREFORE, the parties hereby agree as follows:

1. RPC assistance as defined by this Agreement will be activated and deactivated solely by VEM, dependent on incident impacts.
2. RPC will provide assistance to all municipalities within their jurisdiction and the State of Vermont in response to and to recover from disasters in Vermont in the following ways:

A. Response:

- i. Perform duties pursuant to the Vermont State Emergency Operations Center (SEOC) Local Liaison Guide and Local Liaison Procedure on behalf of the State of Vermont to expedite communications and requests between the State Emergency Operations Center (SEOC), if activated, or VEM, if the SEOC is not activated, and local jurisdictions during times of disaster. Activities may include, but are not limited to:
 - Soliciting and consolidating Local Liaison damage reports from affected areas and providing such reports to VEM in the following manner:
 - a. SEOC Activated (Level 3 or Level 4): Provide reports within WebEOC
 - b. SEOC Not Activated (Level 1 or Level 2): Provide to the VEM Recovery Section Chief (or designee)
 - Disseminating pertinent emergency information to local officials in the impacted area; and
 - Maintaining communication with local officials.
- ii. Assist in staffing the SEOC and other state facilities during activations. Staffing of the SEOC may be in the Planning, Situational Awareness, Mission and Resource Support, and Center Support sections. RPC personnel are required to meet the minimum training and experience requirements of assigned SEOC positions pursuant to the SEOC training curriculum.
- iii. RPC agrees to prioritize work performed in the execution of duties in 2.A.i and 2.A.ii upon activation by VEM to ensure response expeditiously.
- iv. It is understood by VEM that if municipalities within the RPC jurisdiction are impacted by a disaster, the duties defined in 2.A.i will become the priority, and the ability to fulfill the duties defined in 2.A.ii may be diminished.

B. Recovery:

- i. Upon approval and guidance from VEM, RPC will coordinate with municipalities in their area during the aftermath of the disaster to connect them with any available assistance resources for recovery.
- ii. Activities may include, but are not limited to:
 - If requested or with prior approval by VEM, participating in Joint Preliminary Damage Assessments (PDAs) with the Federal Emergency Management Agency (FEMA) and municipal officials. This could include touring damaged areas with significant infrastructure damage to enable FEMA officials to determine the level of damage sustained in Vermont and support a request for a declaration;
 - Assisting the State in organizing Applicant Briefings upon request or with prior approval from the Public Assistance

- program;
 - Ensuring towns, non-profits, and municipal entities impacted by the disaster are informed of Applicant Briefings;
 - Identifying potential locations for Disaster Recovery Centers;
 - Upon approval and guidance from VEM, RPC may support activities of other state agencies or authorities related to disaster management and recovery.
3. RPC agrees to submit invoices for the performance of the work detailed in this agreement **by the end of the month following the month in which the expenditure occurred**. Statements of work detailing tasks and actions performed pursuant to this Agreement must accompany all requests for reimbursement. All activities must be at the request of or receive prior approval from VEM. Requests for RPC assistance from other state or federal agencies that would be reimbursed under this MOA should be submitted through VEM.
- A. VEM agrees to reimburse RPC for actual VEM-approved and properly documented expenses for labor, fringe benefits, indirect and direct expenses, and travel pursuant to the tasks performed in accordance with this Agreement. When meals are not provided, RPC will be reimbursed in accordance with the RPC's travel reimbursement policy. Lodging, if stationed more than 40 miles from the RPC office, may be billed at government rates. Mileage reimbursement will be the current state rate at the time of invoice. RPC will provide their travel reimbursement policy to DPS upon execution of this Agreement.
 - B. RPC invoices for emergency response and recovery activities must include the following:
 - i. Name of employee(s)
 - ii. Dates worked
 - iii. Number of hours claimed per day
 - iv. Hourly rate
 - v. Indirect rate (as shown in Attachment 1)
 - vi. Total hourly cost
 - vii. Tasks/Activities
 - C. Hourly rates for these activities shall be in line with those listed in Attachment 1 of this Agreement, subject to annual adjustments. Invoices must be submitted to DPS monthly. Please refer to Attachment 2 for a sample invoice template.
- RPC agrees to update Attachment 1 of this agreement with personnel and associated rates of pay annually, no later than July 31, and additionally if changes occur. Modifications to Attachment 1 are subject to review and approval by DPS.
4. This Agreement will become effective upon the signature of all parties and will end June 30, 2029. Modifications to this document will be completed through a written agreement with the consent of both parties. This Agreement may be

cancelled by either party by providing written notice at least 90 days in advance.

ACKNOWLEDGED AND AGREED:

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Signed by:
By: Christian Meyer
Christian Meyer, Executive Director

DATE: 6/18/2026

VERMONT DEPARTMENT OF PUBLIC SAFETY

By: _____
Jennifer Morrison, Commissioner

DATE:

**Attachment 1
RPC Rates of Pay**

RPC Negotiated Indirect Cost Rate: 45.85%

RPC Staff Member	Hourly Rate
Christian Meyer	\$ 85.19
Keith Cubbon	\$ 54.17
Brian Voigt	\$ 58.35
Sam Lash	\$ 43.59

Note: Changes to personnel and hourly rates must be submitted to DPS annually by July 31. If changes of personnel occur in the interim, the RPC must submit change to DPS in writing using Attachment 1.

**Attachment 2
RPC Invoice Template**

RPCs are encouraged to use this chart when billing for approved work under this Agreement.

Name of employee	Date worked	Number of hours	Hourly rate	Indirect rate	Total hourly rate	Tasks/activities