

VERMONT COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR) GRANT PROGRAM FY26
TEMPLATE CONTRACT FOR PERSONAL SERVICES
TOWN OF EAST MONTPELIER

1. Parties: This is a contract for personal services between the Town of East Montpelier, Vermont (Town) and Sno-Engineering, Inc. d/b/a SE Group (Contractor), its principal place of business at 4609 South 2300 East, Suite 204, Salt Lake City, UT 84117. Contractor's form of business organization is a for-profit corporation.

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of providing master planning services for the Orchard Valley site in the Town of East Montpelier. Detailed services that Contractor will provide are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.

4. Contract Term: The period of Contractor's performance shall begin on **May 26, 2026** and end on **December 31st, 2026**.

5. Amendment: No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.

6. Cancellation: This contract may be canceled by either party by giving written notice at least 15 days in advance.

7. Attachments: This contract consists of 12 pages including the following Attachments that are incorporated herein:

- Attachment A: Specifications of work to be performed (Work Plan in Grant)
- Attachment B: Payment Provisions (Budget in Grant)
- Attachment C: Pertinent State Grant Provisions
- Attachment D: Exclusions

8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the

State of Vermont.

9. Interpretation: This contract shall be interpreted according to the laws of the State of Vermont.

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

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

BY: TOWN OF EAST MONTPELIER

BY: SE GROUP

Signature

Signature

Type name and title

Type name and title

Date and place of execution

Date and place of execution

DRAFT

Attachment A Specifications of Work to be Performed

This master planning process will be undertaken in multiple phases as specified below. Each phase will involve coordination with Planning and Zoning staff and a project steering committee (previously identified by the Town). All meetings are anticipated to be virtual unless otherwise indicated.

Task 1 – Project Initiation and Context Setting

Task 1 begins with a focused initiation phase to establish shared expectations, confirm objectives, and ground the work in existing conditions and prior planning efforts.

Task Name	Task Description	Estimated Time Frame
1a. Project Initiation and Context Setting	Project kickoff meeting and site visit / walking tour. Establish project schedule and engagement plan, and communication.	Late May – early June 2026
1b. Establish Baseline Conditions	Establish baseline conditions, review past studies and reports, gather existing conditions data. Review existing Orchard Valley plans and background materials, and planning level zoning, applicable land use policies, and flood resilience considerations. Confirm key assumptions, constraints, and success criteria.	Late May – June 2026

Task 2 – Feasibility Framework and Development Potential Assessment

This task establishes the foundation for all concept development by evaluating whether and how the Orchard Valley site can support affordable and resilient housing.

Task Name	Task Description	Estimated Time Frame
2a. Assessment of Site Opportunities and Constraints	Review access, adjacency, flood resilience, and surrounding land use context using available mapping and GIS data.	June 2026
2b. Conduct Site Walk with Town and Project Team	Conduct site walk to validate desktop analysis and capture site photos.	June – July 2026

2c. Review housing, zoning, and development constraints	Review regional housing characteristics to inform potential development programs, analyze zoning requirements and development constraints. Conduct planning level housing capacity testing, and identify key feasibility drivers of land suitability, environmental constraints, infrastructure considerations, and land use patterns. Identify areas of development feasibility on site.	June – July 2026
2d. Create development programs	Establish three preliminary development programs that will form the basis for concept alternatives, review housing typologies and unit mix strategies, and align possible building programs to the site.	July 2026

Task 3 – Development Concept Exploration

Task 3 will develop three distinct and comparable development concepts, each representing a different approach to site development.

Task Name	Task Description	Estimated Time Frame
3a. Develop schematic plan alternatives	Develop a minimum of three conceptual development designs that outline site planning and layout, architectural character, planning level infrastructure and site systems, and regulatory considerations. Each concept will be developed to a consistent level of detail to allow for direct comparison across key factors including housing yield, infrastructure approach, cost implications, and implementation considerations.	July-August 2026

Task 4 – Planning Level Cost Considerations

Task 4 will develop planning level cost information that is sufficient to compare alternatives, assess relative feasibility, and support funding and partnership discussions.

Task Name	Task Description	Estimated Time Frame
4a. Develop implementation plan	Develop order-of-magnitude development and implementation cost estimates for each concept, including identification of major cost drivers and variables influencing feasibility, documentation of assumptions used in preparing cost estimates, and identification of areas requiring further analysis in future phases.	August 2026

Task 5 –Community and Stakeholder Engagement

Task 5 will document clear understanding of community preferences and priorities to inform concept refinement and next steps.

Task Name	Task Description	Estimated Time Frame
5a.. Community engagement	The consulting team will use development concepts as tools for meaningful dialogue through a targeted engagement process by hosting a community open house.	September 2026
5b. Community feedback documentation	Summarize community feedback, preferences and priorities to help inform concept refinement.	September 2026

Task 6 – Development Pathways and Implementation Roadmap

Task 6 translates feasibility findings and concept exploration into a clear path forward.

Task Name	Task Description	Estimated Time Frame
6a. Develop implementation plan	Identify potential development pathways, including combinations of public- and private funding sources and partnerships.	October 2026
6b. Outline Implementation Next Steps	Develop list of additional technical or engineering studies, regulatory actions, or phasing considerations to make implementation possible.	October 2026
6c. Identify Funding	Develop a funding roadmap identifying potential sources that positions the Town to pursue funding and engage development partners with confidence.	October 2026

Task 7 – Final Planning Document

Task 7 concludes the project with a comprehensive, graphic-forward planning document that synthesizes all work completed under this scope.

Task Name	Task Description	Estimated Time Frame
------------------	-------------------------	-----------------------------

<p>7a. Final Planning Document</p>	<p>Presentation of the three development concepts and associated feasibility findings, Summary of community engagement and how feedback informed outcomes, Planning-level cost considerations and funding roadmap, Clear articulation of development pathways and next steps. The final document will be designed to support Funding applications, Decision-making by Town leadership, and Engagement with potential development partners.</p>	<p>October - November 2026</p>
------------------------------------	--	--------------------------------

Required Provisions:

I. Final Documents

1. All paper and electronic documents, plans, data, materials, and work products produced with State funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.
2. All electronic documents, plans, data, materials, and work product produced using State funding must meet Federal and State of Vermont Accessibility Standards.

II. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the GIS Data Submission Online Intake Form as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.*
3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)

- b. .dwg (CAD file)
 - c. .dxf (CAD file)
4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (vcgi.vermont.gov or 802-585-0820).]

DRAFT

**Attachment B
Payment Provisions**

1. Budget: \$100,000

2. Invoice procedure: SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge", which is the greater of twenty (\$20.00) dollars, or one and one-half (1½%) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

DRAFT

**ATTACHMENT C:
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
Revised October 1, 2024**

REQUIRED PROVISIONS FOR CONTRACTS USING STATE FUNDS:

This contract/subcontract is being made using funds of the State of Vermont. The following provisions **must be included** in all sub-agreements made using State funds. These provisions are those made pertinent via Clause 19 of Attachment C: Standard State Provisions for Contracts and Grants.

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.

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.

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.

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.

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.

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>.

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.

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.

(End of Standard Provisions)

**ATTACHMENT D:
EXCLUSIONS**

1. This agreement does not cover detailed planning, design, or permitting guidance for wetlands or river corridor/floodway impacts and associated enhancements, nor will the resulting Master Plan be a guarantor of future permitting outcomes for projects with wetlands or river impacts that could result in flooding.
2. This agreement does not cover detailed historic preservation impacts or design.
3. This agreement does not cover the development of formal design alternatives.
4. This agreement does not cover additional public meetings beyond those identified in Attachment A.

DRAFT