

VERMONT MUNICIPAL PLANNING GRANT (MPG) 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 Historic North Montpelier Village Master Plan. 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 \$29,500.
- 4. Contract Term:** The period of Contractor's performance shall begin on **May 26, 2026** and end on **September 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 11 pages including the following Attachments that are incorporated herein:
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| 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

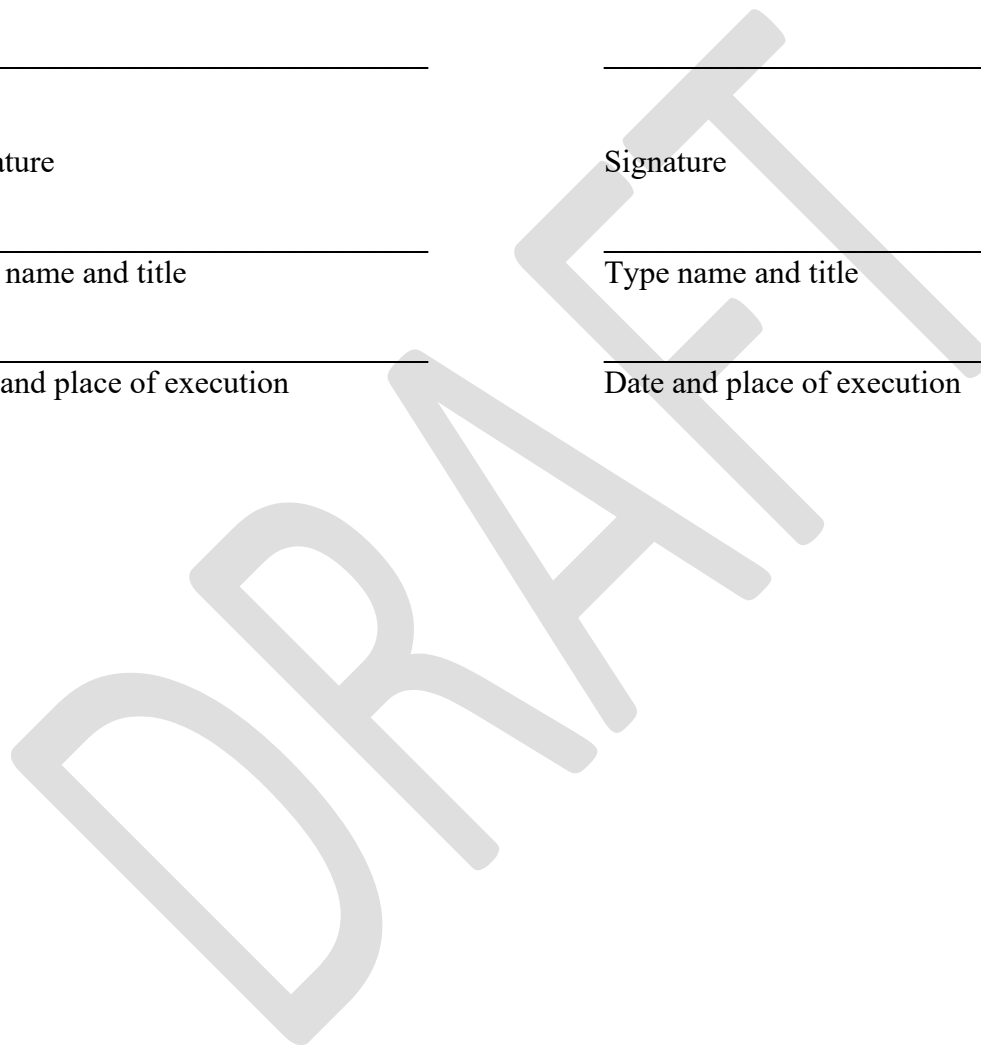
Signature

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Date and place of execution

Date and place of execution



**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 – Setting the Foundation

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 stakeholder 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. Conduct GIS Analysis and develop Opportunities and Constraints map.	Late May – June 2026
1c. Site Analysis Report	Prepare plan-language overview of existing conditions, highlighting what helps or limits development. Review analysis with Town in 1 online meeting.	June 2026

Task 2 – Defining the Future

This task uses community engagement to develop a deeper understanding of the community, its goals, concerns, and priorities, and meet regularly with project leaders to align and track our efforts.

Task Name	Task Description	Estimated Time Frame
2a. Public Open House and Materials Development	Facilitate a 2 hour public open house to discuss goals and concerns. The workshop will include a short presentation on the project, information boards identifying existing issues, opportunities, and constraints for community feedback, and a chance for the public to ask questions and provide input into the vision. This open house will be timed within the survey period to maximize outreach.	June 2026

2b. Project Meeting to develop Community Priorities Memo	Meet with Town to review engagement results, and develop Community Priorities Memo to outline community values, items to address, and plan focus areas/topics.	June – July 2026
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Task 3 – Development Concept Exploration

Task 3 will develop a master plan conceptual framework that reflects community priorities and practical constraints. This framework will explore three (3) options reflecting potentially different strategies.

Task Name	Task Description	Estimated Time Frame
3a. Develop master plan framework alternatives	Develop a minimum of three conceptual development designs that outline: <ul style="list-style-type: none"> • Where future development makes sense, considering housing capacity ranges and typologies • Where infill, adaptive reuse, and new growth can integrate within a historic context and on vacant or underutilized parcels. • How specific housing needs, including aging-in-place and affordability, can be addressed. • Where and what infrastructure and mobility improvements are most critical, including utilities and EV charging. • How flood and climate resilience goals might shape future land use patterns and potential strategies, such as avoidance or adaptation. • Where economic revitalization and placemaking efforts, including the Singing Bridge area, might support the biggest impact 	July 2026
3b. Public presentation	Develop these options into framework called Guide to North Montpelier’s Village Future that is presented to the public and to gather additional insight.	July 2026

Task 4 – Positioning for Action

Task 4 will work to making the plan usable, not just visionary. We will review the comments from the public and Town staff and prepare a concise and clear summary document

Task Name	Task Description	Estimated Time Frame
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4a. Implementation and Funding Roadmap	Develop list of priority projects and phasing, along with high-level cost ranges for key actions. <ul style="list-style-type: none"> • Identification of funding sources and partners. • Outline of next implementation steps 	August 2026
4b. Draft and Final Master Plan	Preparation of a draft plan for review and a final plan for adoption. <ul style="list-style-type: none"> • One round of consolidated comments for editing the final plan document. • Virtual meeting with the Town to present the work 	August 2026

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).]

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**Attachment B
Payment Provisions**

1. Budget: \$29,500

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.

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**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.

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