

5077 VT Route 14
East Calais, VT 05650
(802) 552-8048
info@redwardsandcompany.com

www.redwardsandcompany.com

OWNER/ARCHITECT AGREEMENT

*This Agreement is the offer of **R. Edwards and Company, PLC** ["Architect"] to perform the architectural services as described in this Proposal. Acceptance by the Owner is strictly limited to this Proposal which, when acknowledged in writing, shall be considered authorization to proceed. "Owner" is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.*

DATE: April 21, 2022

PROPOSAL #: 21.05.04

OWNER: Town of Danville
c/o Danville Train Station Committee
P.O. Box 183
Danville, VT 05828

PROJECT NAME: Danville Train Station

PROJECT #: 2021.05

PROJECT DESCRIPTION: Rehabilitation of the existing Danville Train Station located at 347 Peacham Rd., Danville, VT 05828.

PROJECT BUDGET: \$350,000–\$450,000

PROJECT AREA (SF): 1,600 SF±

EXISTING CONDITIONS DOCUMENTATION:

- 0.0 EXISTING CONDITIONS SURVEY + CODE REVIEW
 - 0.1 The Architect shall survey the existing conditions, digitally scan, take accurate measurements, and create a three-dimensional digital model and prepare a set of existing conditions drawings, including, but not limited to: floor plans and exterior building elevations of the building as required for performance of architectural services as outlined in this Proposal
 - 0.2 The Architect and Engineering Consultants shall examine and determine all applicable local, state, and federal building codes in force and shall create an Existing Building Code Summary.

BASIC ARCHITECTURAL SERVICES:

1.0 SCHEMATIC DESIGN PHASE

1.1 PROGRAMMING

- 1.1.1 The Architect shall provide ***one (1) meeting*** to discuss the Owner's project goals and objectives and to establish the project requirements including the project scope (all elements of the Project to be designed or specified by the Architect that will have an associated construction cost), the Owner's budget expectations, space requirements, and aesthetic preferences.
- 1.1.2 Based on the Owner's project requirements as outlined during the meeting as defined under Section 1.1.1, the Architect shall prepare a memorandum outlining the proposed scope of work.

1.2 SCHEMATIC DESIGN

- 1.2.1 Based on the Owner's project requirements as defined during the meeting as defined and documented under Section 1.1.2, the Architect shall prepare a draft Schematic Design solution for the Project, which shall include, but not be limited to: floor plans, 3D perspective drawings, and exterior building elevations as required to illustrate the design of the architectural solution.
- 1.2.2 The Architect shall provide ***one (1) meeting*** to review the scope of work as represented by the draft Schematic Design solution for the Project as defined under Section 1.2.1.
- 1.2.3 Based on the Owner's feedback as received during the meeting as defined under Section 1.2.2, the Architect shall revise and refine the Schematic Design solution as required and shall provide up to ***three (3) additional meetings*** for review of the revised Schematic Design solution. Additional meetings shall be considered Additional Services, and will be billed to the Owner on an hourly basis per the attached Terms + Conditions (2022).
- 1.2.4 The Architect shall commence scope of work coordination with all applicable Owner and Architect contracted consultants, including, but not limited to: civil engineer, structural engineer, energy efficiency consultants, construction manager, etc.
- 1.2.5 The Architect shall prepare outline specifications of the Schematic Design solution.
- 1.2.6 The Schematic Design drawings shall be approved by the Owner in writing prior to the Project proceeding to the Design Development Phase.
- 1.2.7 Upon approval of the Schematic Design solution, the Architect shall provide the Owner with one (1) digital copy of the drawings and outline specifications for record and initial cost estimation (by Others).
 - 1.2.7.1 The Architect shall provide the Owner with one (1) hard copy of the drawings and outline specifications for record. Standard Reimbursable Expenses shall apply per the attached Terms + Conditions (2022)

2.0 DESIGN DEVELOPMENT PHASE

2.1 DESIGN DEVELOPMENT

- 2.1.1 With the Owner's approval of the Schematic Design, the Architect shall develop the floor plans, exterior elevations, and prepare additional details to fix and describe the character of the Project.
- 2.1.2 The Architect shall assist the Owner with the selection of hardware, finish plumbing fixtures, appliances, cabinets, tile, stone, and decorative lighting fixtures. The Architect shall prepare interior elevations as necessary to describe the locations and arrangements of fixtures and finishes selected by the Owner
- 2.1.3 The Architect shall provide ***three (3) meetings*** to present and discuss the Design Development drawings.
- 2.1.4 The Architect shall review the project with the Owner's Construction Manager to review constructability, potential material and building components substitutions, cost saving scope refinements, etc.
 - 2.1.4.1 All meetings with the Owner's Construction Manager shall be considered Additional Services under the attached Terms + Conditions (2022).
 - 2.1.4.2 Any drawings and specifications prepared for a meeting with the Owner's Construction Manager which are or were prepared by the Architect as part of this Owner/Architect Agreement shall ***not*** be considered Additional Services.
 - 2.1.4.3 Any drawings and specifications specifically requested by the Owner's Construction Manager prepared by the Architect, shall be considered Additional Services.
- 2.1.5 Prior to final approval by the Owner of the Design Development drawings and specifications, the Architect shall coordinate with the Owner's Historic Preservation Consultant as required for Section 106 documentation (National Historic Preservation Act) or as otherwise may be required for state and/or federal historic preservation funding pursued by the Owner.
 - 2.1.5.1 All meetings with the Owner's Historic Preservation Consultant shall be considered Additional Services under the attached Terms + Conditions (2022).
 - 2.1.5.2 Any drawings and specifications prepared for a meeting with the Owner's Historic Preservation Consultant which are or were prepared by the Architect as part of this Owner/Architect Agreement shall ***not*** be considered Additional Services.
 - 2.1.5.3 Any drawings and specifications specifically requested by the Owner's Historic Preservation Consultant prepared by the Architect, shall be considered Additional Services.
- 2.1.6 The Design Development drawings shall be approved by the Owner, in writing, prior to the Project proceeding to the Construction Documents Phase.
- 2.1.7 Upon approval of the Design Development drawings, the Architect shall provide the Owner with one (1) digital copy of the drawings and outline specifications for record and revised cost estimation (by Others).

2.1.7.1 The Architect shall provide the Owner with one (1) hard copy of the drawings and outline specifications for record. Standard Reimbursable Expenses shall apply per the attached Terms + Conditions (2022)

2.1.8 Any design revisions requested by the Owner after approval of the Design Development Phase shall be considered Additional Services, and will be billed to the Owner on an hourly basis, without exception, per the attached Terms + Conditions (2022).

3.0 CONSTRUCTION DOCUMENTS PHASE

3.1 CONSTRUCTION DOCUMENTS

3.1.1 Based on the approved Design Development drawings, the Architect shall prepare Construction Documents consisting of drawings and specifications that will describe the scope of work and be suitable for construction by a qualified General Contractor, and for filing with the State of Vermont and the Zoning Department of the Project's jurisdiction, and which shall satisfy any and all requirements as set forth by the *Vermont Department of Public Safety Division of Fire Safety* (2015) including all applicable ADA, Life Safety, and Building Codes in force.

3.1.2 The Construction Documents shall include, but are not limited to the following, as required, so as to define the scope of work and to meet the requirements as set forth under Section 3.1.1:

- Architectural floor plans delineating the existing construction, demolition, new construction, and the cross referencing of details and sections on subsequent drawings
- Building Elevations at each exterior facade showing the existing building with the proposed new construction including notes indicating finishes, materials, and any special conditions
- Details, Sections, Schedules, and Notes communicating, in detail, different aspects of the design relating to construction and/or code requirements.
- Architectural Electrical Plans indicating placement of ceiling-mounted, wall-mounted, and recessed lighting fixtures, with associated switching arrangements, and locations for required smoke and carbon dioxide detectors as required
- Specifications
- Civil Engineering (by Consultants) site plans and details
- Structural Engineering (by Consultants) floor plans and details

3.1.3 The Architect shall provide ***one (1) meeting*** at 50% Completion review the and discuss the Construction Documents drawings and specifications, and to make minor refinements to the scope of work as required.

3.1.3.1 Significant changes to the scope of work requested by the Owner at the meeting as defined under Section 3.1.3 shall be billed hourly per the attached Terms + Conditions (2022).

3.1.4 Engineering, including mechanical, electrical, plumbing, fire suppression, structural, and/or civil engineering, is ***not included*** in Basic Architectural Services.

3.1.4.1 The Architect shall contract with the following Engineering consultants so as to provide full Architectural and Engineering services as requested by the Owner for this Project:

- Civil
- Structural

3.1.4.2 The Owner shall be responsible for reimbursing the Architect, in full, for all Consultants as defined under Section 3.1.4.1.

3.1.5 The Architect shall provide ***one (1) meeting*** at 100% Completion to present and review the Construction Documents drawings and specifications prior to Bidding + Negotiation.

3.1.6 The Construction Documents shall be reviewed and approved, in writing, by the Owner prior to proceeding to the Bidding & Negotiation Phase.

3.1.7 Upon approval of the Construction Documents, the Architect shall provide the Owner with one (1) digital copy of the drawings and specifications for record and revised cost estimation (by Others).

3.1.7.1 The Architect shall provide the Owner with one (1) hard copy of the drawings and outline specifications for record. Standard Reimbursable Expenses shall apply per the attached Terms + Conditions (2022)

4.0 BIDDING + NEGOTIATION

4.1 GENERAL

4.1.1 The Architect shall assist the Owner and/or the Owner's Representative in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any, and (4) awarding and preparing contracts for construction

4.2 COMPETITIVE BIDDING

4.2.1 The Architect shall assist the Owner and/or the Owner's Representative by:

4.2.1.1 Assisting the Owner with the qualification of prospective bidders.

4.2.1.2 Attending ***one (1) pre-bid meeting*** with the prospective bidders.

4.2.1.3 Addressing prospective bidder's questions and issuing clarifications and interpretations in the form of addenda.

4.2.1.4 Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results.

4.2.1.5 Assisting the Owner with the evaluation of the bids.

5.0 CONSTRUCTION ADMINISTRATION PHASE

5.1 CONSTRUCTION ADMINISTRATION

5.1.1 Based on the signed contract between the Owner and General Contractor, the Architect shall provide the following services during construction:

5.1.1.1 The Architect shall attend Project coordination meetings with the Owner and the General Contractor as reasonably required to assist in expediting the Project and to provide clarification of

Construction Documents.

- 5.1.1.2 The Architect shall visit the Project site at regular intervals as appropriate to observe the progress of the Work and determine whether the Work is in accordance with the Construction Documents.
- 5.1.1.3 The Architect shall recommend the rejection of any Work that is not in accordance with the Construction Documents
- 5.1.1.4 The Architect shall review and certify the General Contractor's request for payment
- 5.1.1.5 The Architect shall review and take appropriate action in a timely manner on all subcontractor's submittals such as shop drawings, product data, and/or samples.
- 5.1.1.6 The Architect shall prepare supplemental and clarification drawings as required.
- 5.1.1.7 At substantial completion, the Architect shall prepare a "punch list" of work to be corrected and review the corrective work to completion.
- 5.1.1.8 The Architect shall review the status of construction to determine the dates of Substantial Completion and Final Completion, and shall receive and forward to the Owner written warranties and related documents assembled by the General Contractor and subcontractors.
- 5.1.1.9 The Architect shall prepare Record Drawings and shall provide the Owner with one (1) digital copy and one (1) hard copy of the Record Drawings. Preparation of Record Drawings shall be considered an Additional Service and shall be billed on an hourly basis per the attached Terms + Conditions (2022).

COMPENSATION:

6.0 COMPENSATION FOR EXISTING CONDITIONS DOCUMENTATION

6.1 Fixed Fee of \$2,280.00

6.1.1 Invoices shall be issued monthly as a percentage of work completed.

6.2 Reimbursable Expenses per the Terms + Conditions (2022)

6.2.1 Existing Conditions Digital Scanning Reimbursable Expenses for this Proposal are *estimated* at \$570.00

7.0 COMPENSATION FOR BASIC ARCHITECTURAL SERVICES

7.1 Fixed Fee of \$32,300.00

7.1.1 The proportion of compensation of the Fixed Fee for Basic Architectural Services shall be as follows:

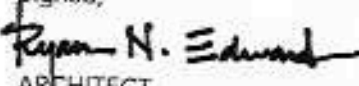
Schematic Design	\$ 4,750.00	(15%)
Design Development	\$ 6,460.00	(20%)
Construction Documents	\$ 12,920.00	(40%)
Bidding + Negotiation	\$ 1,710.00	(5%)

Construction Administration	\$ 6,460.00	(20%)
TOTAL	\$ 32,300.00	(100%)

- 7.1.2 Invoices shall be issued monthly as a percentage of work completed.
- 7.2 Reimbursable Expenses per the Terms + Conditions (2022).
- 8.0 COMPENSATION FOR CIVIL + STRUCTURAL ENGINEERING (CONSULTANT) SERVICES (ADDENDUM A)
 - 8.1 Civil Engineering Fixed Fee of \$12,125.00
 - 8.1.1 Invoices shall be issued monthly as a percentage of work completed.
 - 8.2 Structural Engineering Fixed Fee of \$15,625.00
 - 8.2.1 Invoices shall be issued monthly as a percentage of work completed.
 - 8.3 Reimbursable Expenses per Consultant's Terms + Conditions.
 - 8.2.1 Consultants Reimbursable Expenses for this Proposal are estimated at \$600.00

ADDITIONAL PROVISIONS:

- 9.0 ADDITIONAL PROVISIONS
 - 9.1 This Agreement shall incorporate the Pertinent Provisions as provided in "Attachment C: Standard State Provisions for Contracts and Grants, Revised December 15, 2017" (attached)

Signed,
 04.21.22
 ARCHITECT
 Ryan N. Edwards AIA | NCARB
 Principal, R. Edwards and Company, PLLC

 5/2/2022
 OWNER DATE
 Eric Bach, Chair
 Town of Danville Selectboard

5077 VT Route 14
East Calais, VT 05650
(802) 552-8048
info@redwardsandcompany.com

www.redwardsandcompany.com

I. ENTIRE AGREEMENT

This Agreement is the offer of R. EDWARDS AND COMPANY, PLC ["Architect"] to perform the architectural services as described in the attached Proposal. Acceptance by the Owner is strictly limited to this Proposal and these Terms & Conditions (2022), which, when acknowledged in writing, is authorization to proceed. "Owner" is defined as the person or business entity signing the Agreement authorizing the Architect to proceed. This Agreement supersedes all prior written proposals and/or negotiations, not referenced herein, between the Owner and the Architect, and is expressly conditioned upon the Owner's agreement of the Terms & Conditions (2022) hereof. This Agreement may only be modified in writing and executed by both parties.

II. PROPOSAL VALIDITY

This Proposal shall remain in effect for thirty (30) days from the Proposal date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.

III. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Proposal. Unless otherwise specified in the Proposal or the Terms & Conditions (2022), the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation, and supervision to perform all tasks listed in the Proposal.

IV. SITE ACCESS

Unless otherwise stated, the Architect shall have access to the site for activities necessary for the performance of the services. The Architect will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

V. COMPENSATION

FEE. The attached Proposal describes the tasks, phases, and compensation terms.

TERMS OF PAYMENT. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due within thirty (30) days of the date of the Architect's invoice. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of

one and one-half percent (1.5%) per month. A minimum finance charge of \$10.00 shall be assessed on all overdue payments. Retainers shall be credited on the final invoice. The Owner agrees to pay all costs of collection, including reasonable attorneys' fees.

FEES FOR ADDITIONAL SERVICES. The Architect may provide Additional Services beyond those listed in the preceding Proposal by a negotiated sum or on an hourly basis. The Architect's hourly rates are as follows:

Principal/Architect	\$125
Designer/Project Staff	\$95
Administrative Staff/Intern	\$75

Hourly rates specified above are valid for twelve (12) months from the date of the preceding Proposal and shall be increased five percent (5%) on the first day of the thirteenth month to reflect market conditions, employee benefits, and salary compensation. Each rate increase is valid for an additional twelve (12) months.

REIMBURSABLE EXPENSES. Reimbursable expenses shall include, but not be limited to consultants' fees, existing conditions scanning, printing, reproductions, bulk copying, long distance telephone calls, postage, shipping, delivery, travel expenses, lodging, meals, and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus fifteen percent (15%), unless a specified cost is listed below:

TRAVEL MILEAGE	<i>IRS Standard Mileage Rate</i>
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EXISTING CONDITIONS DIGITAL SCANNING	
Exterior (Simple)	\$100.00
Exterior (Average)	\$150.00
Exterior (Complex)	\$200.00
Interior	\$0.30/SF

PRINTING	
8-½ X 11 copies	\$0.25/copy
11 X 17 copies	\$0.50/copy

PAYMENTS WITHHELD. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractor(s), or on account of the costs of changes in the Contractor's services other

than those which the Architect is adjudged to be liable.

SUSPENSION. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Owner shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

VI. ADDITIONAL SERVICES

All Additional Services shall be approved by the Owner and the Architect, in writing, prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the Basic Architectural Services.

MASTER PLANNING. The Architect may assist the Owner in developing and preparing a long term Master Plan. All work associated with the Master Plan, including all preliminary design work, shall be considered an Additional Service.

REDESIGN TO MEET PROJECT BUDGET COSTS. The Owner is responsible for establishing Project Budget Costs and for obtaining required cost estimates. If the Architect is not contracted to provide Cost Estimating Services, the Architect shall not be liable to redesign to meet the Project Budget Costs. If redesign is required due to revised or miscalculated Project Budget Costs furnished by a party other than the Architect, the time required shall be considered Additional Services.

SPECIAL MUNICIPAL FILINGS / GRANT APPLICATIONS / PUBLIC HEARINGS. In the event a special municipal filing, grant application for special funding or Historic Preservation, or a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Development Review Board, Historic Preservation Committee, etc.), the Architect shall invoice the Owner on an hourly basis for the preparation of any material not included in the scope of work as outlined by this Proposal and/or for any meeting the Architect shall be required to attend.

INTERIOR DESIGN SERVICES. The Architect may assist the Owner in the selection of plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint colors, artwork, accessories, etc. Interior Design Services are not included in this Agreement unless stated otherwise in the preceding Proposal. Interior Design Services not included in the preceding Proposal shall be considered Additional Services.

ARCHITECTURAL RENDERINGS / SCALE MODELS. The Architect may develop and prepare architectural renderings and/or a physical scale model of the proposed Project for the Owner. All architectural renderings and physical scale models shall be considered Additional Services.

ENGINEERING. Based upon the particular needs of the Owner, engineering services may be required for heating, air conditioning, electrical, plumbing, structural, site planning, grading, septic systems, and/ or fire suppression. Engineering Services are not included in this Agreement unless stated otherwise in

the preceding Proposal. If Engineering Services are incorporated into the Proposal, and it has been determined that the Engineer (or Consultant) has made an error or omission, the Owner shall seek legal remedy from the Engineer (or Consultant) directly, without participation by the Architect.

COORDINATION OF CONSULTANTS' AND/OR OWNER'S WORK. Any coordination of Work performed directly by the Owner or Work performed by Consultants hired by the Owner, including, but not limited to land surveyors, construction managers, structural engineers, MEP engineers, historic preservation consultants, kitchen designers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services.

VII. OWNER'S RESPONSIBILITIES

PROJECT BUDGET. The Owner shall establish a Project Budget with reasonable contingencies that meet the Project's requirements. The Project Budget shall be established by the Owner prior to the Architect proceeding with Basic Architectural Services.

LAND SURVEYS. Unless otherwise specified, land surveys are not included in Basic Architectural Services. The Architect shall assume that the land survey, if required, shall be readily available, and shall have been completed by a land surveyor licensed in the jurisdiction of the project. The Architect assumes all information on a land survey is accurate and is not responsible for any information provided by others. Should a land survey not be provided, or shall the Owner decline to provide a land survey, then the Owner agrees to indemnify and hold the Architect harmless from any errors or omissions, including property line, riparian, or other setback violations or similar, that may occur due to the Architect having to rely on site information readily available via public record or otherwise.

PROJECT REPRESENTATIVE. The Owner shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). The Architect assumes that the Owner shall be the Project Representative unless the Owner notifies the Architect, in writing, that another Project Representative has been appointed. If the Owner replaces or selects a new Project Representative, any time spent with the Architect to bring the new Project Representative current, shall represent Additional Services.

COST ESTIMATES. If the Architect is not contracted to provide cost estimating services, the Owner shall employ a contractor or construction cost estimating consultant to provide cost estimating services. The Architect and its consultants do not warranty, guarantee, or certify the construction cost for the project or any part of the project.

SELECTION OF QUALIFIED CONTRACTOR(S). The Owner shall select a qualified contractor(s) with a minimum of three (3) years of construction experience in work similar in nature to the Project Description located in the local region (\leq 50 mile radius of Project). The Contractor shall provide a minimum of three (3) references as mutually agreed upon by the Owner and the Architect.

VIII. OWNERSHIP OF DOCUMENTS + INTELLECTUAL PROPERTY

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Owner a license to use instruments of the Architect's professional service for the purpose of constructing, occupying, and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Owner's sole risk, and the Owner agrees to indemnify and hold the Architect harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse and/ or modification by the Owner or others acting through the Owner.

IX. PUBLICITY

The Architect and its Consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional services through publication, advertising, public relations, brochures, websites, or other marketing media.

X. INDEMNITY AND LIMITATIONS

INSURANCE. The Architect shall maintain General Liability and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available upon request.

The expense of any additional insurance coverage or increased policy limits requested by the Owner in excess of the standard coverage of the Architect and its consultants shall be borne by the Owner.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the Owner agrees, to the fullest extent permitted by law, to limit the Architect's total liability to the Owner, for any and all damages or claim expenses (including attorneys' fees) arising out of this Agreement, from any and all causes, to the Architect's fee received under this Agreement.

INDEMNIFICATIONS. The Architect and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

HIDDEN CONDITIONS AND HAZARDOUS MATERIALS. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Architect has reason to believe that such a condition may exist, the Owner shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Owner fails to authorize such investigation after due notification, or (2) the Architect has no reason to believe that such a condition exists, the Architect shall not be responsible for the existing condition nor

any resulting damages to persons or property. The Architect shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

XI. STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

XII. TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

XIII. DISPUTE RESOLUTION

MEDIATION AND ARBITRATION. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators, and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Caledonia County, Vermont, USA.

5077 VT Route 14
East Calais, VT 05650
(802) 552-8048
info@redwardsandcompany.com

www.redwardsandcompany.com

HOURLY RATES

Hourly Rates specified below are valid for twelve (12) months from the date of this Proposal and shall be increased five percent (5%) on the first day of the thirteenth month to reflect market conditions, employee benefits, and salary compensation. Each rate increase is valid for an additional twelve (12) months.

PRINCIPAL / ARCHITECT	\$125/hour
DESIGNER / PROJECT STAFF	\$95/hour
ADMINISTRATIVE STAFF / INTERN	\$75/hour

REIMBURSABLE EXPENSES

*Reimbursable Expenses shall include, but not be limited to consultants' fees, existing conditions scanning, printing, reproductions, bulk copying, long distance telephone calls, postage, shipping, delivery, travel expenses, lodging, meals, and/or other project related out-of-pocket expenses. **Items shall be reimbursed to the Architect at cost plus fifteen percent (15%), unless a specified cost is listed below:***

TRAVEL MILEAGE *IRS Standard Mileage Rate (Current)*

EXISTING CONDITIONS DIGITAL SCANNING

Exterior (Simple; 1-4 Roof Facets)	\$100.00
Exterior (Average; 5-10 Roof Facets)	\$150.00
Exterior (Complex; 11+ Roof Facets))	\$200.00
Interior	\$0.30/SF

PRINTING

8-½ X 11 copies	\$0.25/copy
11 X 17 copies	\$0.50/copy
ARCH C (18X24)	Cost + 15%
ARCH D (24X36)	Cost + 15%
ARCH E (30X42)	Cost + 15%



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • Tel: 802-863-6225
85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • Tel: 603-442-9333
414 Union Street, Schenectady, NY 12305 • Tel: 6518-630-9614

April 18, 2022

Ryan Edwards
R. Edwards & Co.
5077 Vermont Route 14
East Calais, VT 05650

redwards@redwardsandcompany.com

Re: Danville Train Station
Civil & Structural Engineering

EV #21608

Dear Ryan:

This letter proposes that Engineering Ventures (EV) will provide civil and structural engineering services to you for this project. This letter will become an Agreement when fully executed by you.

SCOPE OF SERVICES

The Scope of Services to be provided by Engineering Ventures is outlined in Attachment 1. The work is generally described as structural engineering for renovation of the existing Danville Train Station.

STANDARD TERMS AND CONDITIONS

Refer to Attachment 2 for the Standard Terms and Conditions that govern this contract, in which R. Edwards & Co. is referred to as the "CLIENT".

PAYMENT FOR SERVICES

In consideration for the WORK provided by Engineering Ventures, CLIENT will pay Engineering Ventures a lump sum fee of \$27,750 as outlined in Attachment 1

Customary reimbursable expenses will be billed at cost plus 10% in addition to the hourly fee. An estimate for this fee is \$600

Respectfully,

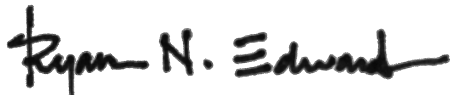
A handwritten signature in blue ink, appearing to read 'Robert Neeld', is written over a horizontal line. The signature is fluid and cursive.

Robert Neeld, P.E. – President

Danville Train Station
Ryan Edwards
April 18, 2022
Page | 2

ACCEPTANCE

R. Edwards & Co. accepts this Agreement and hereby directs Engineering Ventures to proceed with the Scope of Services and acknowledges that it has the budgeted and approved financial resources for this project and intends to pay for satisfactory completion of the services rendered in accordance with the conditions stated herein.



Signature - Ryan Edwards
R Edwards & Co

04.18.22

Date

208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • Tel: 802-863-6225
85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • Tel: 603-442-9333
414 Union Street, Schenectady, NY 12305 • Tel: 518-630-9614

**Danville Train Station Rehabilitation
Danville, VT
CIVIL & STRUCTURAL ENGINEERING
March 2, 2022**

Project Understanding:

The project consists of rehabilitation and adaptive reuse design of the existing Danville Train Station. Engineering Ventures proposes to provide civil and structural engineering services for the project in accordance with the Scope of Work identified in the RFP.

The Structural Engineering will first include an overall evaluation with an emphasis on stabilization of areas that are distressed- most notably the roof framing systems and possibly the foundation. The floor systems will be evaluated for public assembly use. All work will be completed in accordance with the Secretary of the Interior's Standards.

The Civil Engineering will include design for access into the building as well as creating efficient parking and circulation on the site as well as water/waste water design. Special attention will be paid to drainage modifications around the building and coordination with the structural engineering team.

Fee Proposal

Pre-Design: \$4,250

- Civil Engineering = \$1,375
- Structural Engineering = \$2,875

Schematic Design: \$4,750

- Civil Engineering = \$2,125
- Structural Engineering = \$2,625

Design Development: \$4,250

- Civil Engineering = \$1,750
- Structural Engineering = \$2,500

Construction Documents: \$3,750

- Civil Engineering = \$1,250
- Structural Engineering = \$2,500

Permitting: \$2,000

- Civil Engineering = \$2,000
- Structural Engineering = \$0

Bidding & Negotiations: \$1,250

- Civil Engineering = \$625
- Structural Engineering = \$625

Construction Administration: \$7,500

- Civil Engineering = \$3,000
- Structural Engineering = \$4,500

Reimbursable Expense = \$600

Scope of Work

Engineering Ventures will provide WORK consisting of:

Structural Engineering

1. Complete one pre-design site visit to review and document existing conditions.
2. Review available & relevant documentation – plans, reports, etc.
3. Develop an informal assessment of the structure
4. Design of repairs/improvements to the existing structure.
5. Design meetings online with the design and ownership team at each phase.
6. Drawings and specifications for our portion of the work.
7. Consultation during bidding and construction will be provided including issuance of addenda and clarifications as required.
8. Review of specified contract submittals including shop drawings, product data and samples. Review shall only be for conformance with the design concept and for compliance with the information given in the plans and specifications.
9. Site visits at appropriate intervals to review construction in progress. Two visits are assumed

Civil Engineering & Permitting

1. Review of existing conditions- site visit.
2. Perform field visit to observe existing conditions.
3. Develop base plan from boundary and topographic survey provided by owner.
4. Develop site plan including site layout and traffic circulation, parking with accessible route, drainage, erosion prevention and sediment control, new water service and new septic system (likely to be a holding tank to be pumped out at periodic intervals, or a septic tank effluent pump station to a municipal STEP system).
5. Prepare local and State Water/Waste Water Permit applications. Assume no wetland disturbance and no VTrans entrance permitting required,

ASSUMPTIONS AND EXCLUDED SERVICES

The following assumptions are presented in order to more clearly delineate Engineering Ventures' Scope of Work.

1. Construction Cost Estimating and Value Engineering: Cost estimating is not included as part of our work. We anticipate consulting with the project Construction Manager or Professional Cost Estimator to assist them in developing Construction Cost Opinions. Redesign of the project after the Design Development Phase to reduce the project cost is not included.
2. Existing Buildings:
 - a. In order for Engineering Ventures to document existing conditions, removal of finishes may be required. It is assumed that cutting of holes in the existing building to observe the existing structure and repair of these holes and openings will be provided by others.
 - b. Where existing conditions drawings, reports, or other information related to the work is available, copies shall be made available to Engineering Ventures.
 - c. The impact of additions and renovations will be evaluated and designed in accordance with the Existing Building Code (IEBC 2015).
3. Excluded Site Services:
 - a. Wetlands delineation
 - b. Stormwater Permitting (assumed not required)
 - c. ACT 250 Permitting (assumed not required)

- d. Traffic Studies
 - e. Boundary Survey
4. Permitting. Excluded are wetland disturbance permitting, and VTrans entrance permitting.

**ATTACHMENT 2
STANDARD TERMS AND CONDITIONS
ENGINEERING VENTURES PC**

WARRANTY/LIABILITY

ENGINEERING VENTURES warrants that it will exercise reasonable care, skill, competence, and judgment consistent with professional engineering standards in performing the WORK. In consideration of ENGINEERING VENTURES' extension of this warranty to the CLIENT, the CLIENT agrees that this warranty shall be exclusive of all other warranties, whether expressed or implied. In no event shall ENGINEERING VENTURES be liable, at any time, for consequential damages.

In recognition of the relative risks, rewards and benefits of the project to both the Client and Engineering Ventures, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Engineering Ventures' total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$ 100,000 or the amount of Engineering Ventures' fee (whichever is greater). Such causes include, but are not limited to, Engineering Ventures' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

BILLING AND PAYMENT

Invoices will generally be submitted monthly for services and reimbursable expenses and are due when rendered. The CLIENT shall pay ENGINEERING VENTURES for all WORK in accordance with the AGREEMENT. CLIENT agrees that payment will be made and recognizes that on-time payment is a material part of the consideration of this AGREEMENT.

If the CLIENT objects to all or any part of an invoice, the CLIENT shall notify ENGINEERING VENTURES within 7 calendar days of receipt of invoice and shall identify the problem, and shall pay any part of the invoice, not in dispute, on time. Any invoices not objected to within such 7-day period shall be deemed accepted by the CLIENT. Disputed amounts are due upon resolution.

An invoice shall be considered past due if not paid within 30 days after the invoice date and Engineering Ventures may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Engineering Ventures does not agree to extend credit, however, a service charge will be charged at 1.5% per month on the unpaid balance.

DISPUTE RESOLUTION - MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and ENGINEERING VENTURES agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION OR SUSPENSION OF SERVICES

This AGREEMENT may be terminated by either party with or without cause upon not less than seven calendar days written notice. ENGINEERING VENTURES shall be compensated in full for services performed and expenses incurred prior to the date of termination.

If the CLIENT terminates the AGREEMENT or suspends ENGINEERING VENTURES' work on the project for more than 30 days, an equitable adjustment in fees may be required to resume work.

COOPERATION AND ACCESS TO THE SITE

The CLIENT agrees to cooperate fully with ENGINEERING VENTURES and its agents, representatives, and employees in the performance of the WORK and to take any and all such actions as may reasonably be requested by ENGINEERING VENTURES in connection therewith.

Engineering Ventures will have access to the site for activities necessary for the performance of the services. Engineering Ventures will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. Engineering Ventures is not responsible for such costs.

INSURANCE

Engineering Ventures maintains Worker's Compensation insurance as required by State law. Engineering Ventures maintains General Liability, and Professional Liability Coverage. Certificate for insurance coverage will be provided to the Client upon request.

CHANGES IN THE SCOPE OF WORK

CLIENT may request changes in the WORK of ENGINEERING VENTURES. Such changes, including any increase or decrease in ENGINEERING VENTURES' compensation, which are mutually agreed upon by both parties, shall be incorporated into this AGREEMENT by written amendments signed by both parties.

OWNERSHIP OF DOCUMENTS

Drawings, reports, specifications and other documents (either on paper, or on electronic, magnetic, or other media) as instruments of service, shall remain the property of ENGINEERING VENTURES. The CLIENT shall be permitted to retain copies, including reproducible copies of drawings, reports, specifications and other documents, for information and reference in connection with its use and occupancy of the constructed facility. The documents shall not be used by the CLIENT on other projects, for additions to the project, or for completion of the project by others, provided ENGINEERING VENTURES is not in default under this AGREEMENT, except by AGREEMENT in writing and with appropriate compensation to ENGINEERING VENTURES.

Drawings, reports, specifications and other documents provided on disk are delivered with the understanding that such data is subject to error due to format and disk problems and such data must be checked before use.

SCOPE OF OPINIONS

Unless otherwise specifically stated, any information, documents, records, data, interpretations, or opinions given to the CLIENT by ENGINEERING VENTURES in the course of the performance of the WORK shall be for the CLIENT's sole use and benefit and only in connection with the specific project for which ENGINEERING VENTURES was engaged by the CLIENT, and the same is not intended to be used or relied upon by the CLIENT for any other purpose nor is it intended to benefit or be relied upon by any third party. Any such use or reliance by the CLIENT or third party shall be at the CLIENT's or said third party's own risk.

CONSTRUCTION OBSERVATION

When construction observation is included in the WORK, ENGINEERING VENTURES will visit the project at appropriate intervals or as specifically prescribed to become familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. ENGINEERING VENTURES is not retained to make detailed inspections or provide exhaustive or continuous project review and observation services, and does not guarantee the performance of, and shall

have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

When construction observation is excluded from the work or when the scope of work is modified to exclude these services, the CLIENT waives all claims against ENGINEERING VENTURES for any problems that occur and are due to misinterpretation of ENGINEERING VENTURES' design drawings and specifications.

SHOP DRAWING REVIEW

Corrections or comments made on the shop drawing during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: Confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his or her work with that of all other trades and performing all work in a safe and satisfactory manner.

JOB SITE SAFETY

Neither the professional activities of ENGINEERING VENTURES nor the presence of any of its employees and sub-consultants at a construction site, shall relieve the General Contractor, Construction Manager, or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. ENGINEERING VENTURES and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

PERMIT/AGENCY APPROVAL

When permits or public agency reviews may be associated with the WORK, ENGINEERING VENTURES makes no assurances that permits or reviews will be approved.

SCHEDULE & UNEXPECTED CONTINGENCIES

ENGINEERING VENTURES will perform the WORK with due and reasonable diligence consistent with sound professional practice, or as specifically noted in the AGREEMENT, but if delays are caused by labor disputes, fire, unusual delay in transportation, lawfully issued orders, unavailability of materials or equipment, unavoidable casualties or other causes beyond ENGINEERING VENTURES' control, the time for completion shall be extended for reasonable periods of time.

PROJECT BUDGET CONTINGENCIES

The CLIENT shall include a customary contingency in all project construction budgets to cover unforeseen costs in the project.

OPINIONS OF COST

ENGINEERING VENTURES has no control over the costs or price of labor, equipment or materials, or over a contractor's method of pricing. The CLIENT understands that any such opinions of cost provided by ENGINEERING VENTURES are made based on experience and may not accurately compare with bid or actual costs. If more accurate figures are desired, the CLIENT agrees to engage the services of a Professional Cost Estimator.

HIDDEN CONDITIONS IN STRUCTURES

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Engineering Ventures has reason to believe that such a condition may exist, Engineering Ventures shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Engineering Ventures has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Engineering Ventures shall not be responsible for the existing condition nor any resulting damages to persons or property.

ASBESTOS/HAZARDOUS MATERIALS

ENGINEERING VENTURES has no responsibility to identify and report the presence of asbestos or other hazardous materials and no related services are included in this AGREEMENT.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after five years have passed from the date of the final invoice.

SALES TAX

The price for this work does not include state or local sales tax. If any public authority levies a sales tax on any of the WORK to be provided by ENGINEERING VENTURES, the CLIENT hereby agrees to pay all such sales taxes invoiced to the CLIENT by ENGINEERING VENTURES within 30 days of the date of ENGINEERING VENTURES' invoice.

INDEPENDENT CONTRACTOR STATUS

ENGINEERING VENTURES is an independent contractor and not a partner, employee or agent of the CLIENT for any purpose.

SEVERABILITY

If any term, condition, or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extent, be held invalid or unenforceable, then the remainder of this AGREEMENT or the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law.

ASSIGNMENT

Neither party to this AGREEMENT shall transfer, sublet or assign any rights under or interest in this AGREEMENT (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

BINDING EFFECT

This AGREEMENT shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns; provided that neither of the parties hereto shall be entitled to assign any of said party's rights under this AGREEMENT without prior written consent of the other party hereto.

ENTIRE AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT of the parties with respect to the subject matter

hereof. ENGINEERING VENTURES and the CLIENT expressly represent to and agree with each other that there are no oral or written representations, warranties, covenants, promises, agreements, conditions, or understandings between them other than as set forth in this AGREEMENT.

GOVERNING LAW

This AGREEMENT has been accepted and executed in accordance with, and shall be governed by and construed in accordance with, the laws of the state of Vermont.

USE OF PROJECT PHOTOS

Engineering Ventures shall have the right to use photographic or artistic representations of the Project for promotional and professional purposes. Engineering Ventures shall endeavor to exclude confidential or proprietary information. Engineering Ventures recommends that the Owner/Client advise Engineering Ventures in writing of the specific information considered to be confidential or proprietary.

CERTIFICATIONS

If Engineering Ventures is requested by the Client to execute certificates, the proposed language shall be submitted to Engineering Ventures for review at least 14 days prior to the requested dates of execution. Engineering Ventures shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this agreement.

VERBAL ACCEPTANCE OF AGREEMENT

This agreement's Terms and Conditions have been established to allocate certain risks between the Client and Engineering Ventures. For purposes of convenience, the Client may choose to accept this Agreement verbally or with a written or emailed Notice to Proceed to initiate services. In this event, the Client specifically agrees that verbal acceptance or written or emailed notice to proceed shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to Engineering Venture's initiation of service is expressly prohibited. All preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement and Engineering Venture's involvement in the project.

-END-

2022 RATES

Billing (per hour)

Officer/Principal	\$130 – 165
Senior Project Manager/Engineer	\$125 – 155
Project Managers	\$105 – 125
Project Engineers	\$95 – 110
Staff Engineers	\$85 – 105
Engineering Technicians/Designers	\$85 – 110
Administrative	\$80 – 100

Mileage

@ current IRS mileage rate

Prints/Copies

8X11	0.35
11X17	0.65
18X24	2.00
22X34	2.75
24X36	3.50
36X48	6.60
30X42	5.00

Customary indirect reimbursable expenses billed at cost plus 10%, in addition to the hourly fee.

**ATTACHMENT C:
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017
PERTINENT PROVISIONS:**

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: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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. Location of State Data: No 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 continental United States, except with the express written permission of the State.

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. 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:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B.** 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.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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, he/she:

- A.** is not under any obligation to pay child support; or
- B.** is under such an obligation and is in good standing with respect to that obligation; or
- C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

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: <http://bgs.vermont.gov/purchasing/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 \$1,001, 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)