

1. **Parties.** This is a contract for services between the State of Vermont, Buildings and General Services (hereinafter called "State") and SWCA, Inc. dba SWCA Environmental Consultants with a principal place of business in Phoenix, AZ (hereinafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is Retainer for Architectural Historian Services. Detailed services to be provided by Contractor are described in Attachment A.
3. **Contract Term.** The period of contractor's performance shall begin on May 15, 2023, and end on May 14, 2025. This contract can be extended 24 months with mutual agreement between both parties.
4. **Entities Authorized to Use This Agreement.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). State Purchasers and Additional Purchasers are also referred to herein as a "Purchasing Entity" or "Purchasing Entities." Issues concerning eligibility to purchase under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract is consistent with its procurement policies and regulations.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments to the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:
 - a. **For the Contractor:**

Name:	Madeleine Helmer, AICP M.S.
Phone:	413-450-1454
Email:	madeleine.helmer@swca.com

b. **For the State:**

Name: James Meyers
 Phone: 802-249-7275
 Email: james.meyers@vermont.gov

9. **Attachments.** This contract consists of 23 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (12/15/17)

Attachment D - General Conditions for Architectural /Engineer Professional Service Agreement

Attachment D1 – Sample

Attachment E - BGS Map

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C - (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D - General Conditions for Architectural /Engineer Professional Service Agreement
- (4) Attachment A - Statement of Work
- (5) Attachment B - Payment Provisions
- (6) Attachment D1 – Sample
- (7) Attachment E - BGS Map

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By SWCA, Inc. dba SWCA Environmental Consultants:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____