



## **EXECUTIVE COMMITTEE**

**October 5, 2017**

4:00 p.m. at CVRPC's Office

**Page** **AGENDA**

**4:00<sup>1</sup>** **Adjustments to the Agenda**

**Public Comment**

**1** **4:05** **Contract/Agreement Authorization** (enclosed)<sup>2</sup>

**2**

- a) Town of Calais – Class IV Road Remediation and Demonstration
- b) Town of Woodbury – Class IV Road Remediation and Demonstration
- c) Town of Waitsfield - Class IV Road Remediation and Demonstration

**4:15** **Adjourn**

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<sup>1</sup> All times are approximate unless otherwise advertised



## MEMO

Date: October 4, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

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**APPROVALS REQUESTED** (Contracts and agreements valued at more than \$25,000)

### CONTRACTS

#### Towns of Calais, Woodbury, and Waitsfield - Class 4 Road Remediation (3 contracts)

**Scope of Work:** Implementation of Best Management Practices (BMPs) on Class IV road segments, including drainage and driveway culvert upgrades, turn outs, culvert outlet stabilization, culvert headwalls, grass and stone-lined drainage ditches, road shoulder lowering, and other practices that promote road stormwater disconnection, infiltration and conveyance stability. This project demonstrates BMPs that comply with the Municipal Roads General Permit.

**Funding:**

Contract Amounts:

Calais: \$50,000

Woodbury: \$25,000

Waitsfield: \$25,000

Funding Source: VT Department of Environmental Conservation agreement for the Class 4 Road Remediation and Demonstration Project (federal)

**Performance Period:** 10/09/17 – 07/01/18

**CVRPC Staff:** Dan Currier

**Staff recommends approval of the contracts.**



## MUNICIPAL ROADS CLASS 4 ROADS DEMONSTRATION PROJECT

**DATE:** October 6, 2017  
**TO:** Town of  
**FROM:** Bonnie Waninger, Executive Director  
**RE:** Participation in **Municipal Class 4 Roads Demonstration Program**

Central Vermont Regional Planning Commissions (CVRPC) and the Department of Environmental Conservation (DEC) thank you for participating in the **Municipal Class 4 Roads Demonstration Program**. The intent of this project is to provide funding for municipalities to implement best management practices (BMPs) on municipal Class 4 roads ahead of the forthcoming DEC **Municipal Roads General Permit (MRGP)**.<sup>1</sup>

CVRPC has been awarded \$100,000 from DEC to be matched by \$20,000 from participating municipalities to support construction of Best Management Practices. We will work with your municipality to identify which Class 4 road segments you will work on under this program. By participating, you agree to terms contained in this letter and the contract. Your municipality must return the signed contract **by October 31, 2017** to be eligible to participate.

CVRPC will offer your municipality funding to implement BMPs on hydrologically connected Class 4 road segments that currently do not meet standards.<sup>2</sup> CVRPC will reimburse up to 80% of the municipality's documented construction expenses, including in-kind support, for BMPs on hydrologically connected Class 4 roads.

### **Participating municipalities agree to:**

- Construct the additional road BMPs on hydrologically connected Class 4 roads to bring road segments up to MRGP standards;
- Complete all construction work, reporting, and invoicing by July 1, 2018;
- Participate in an on-site workshop to describe work completed, if the workshop is conducted in the municipality;
- Sign the contract to confirm involvement by your municipality and agreement to adhere to provisions of the contract;

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<sup>1</sup> Act 64 requires VDEC to develop the MRGP. Municipalities will begin applying for coverage under the MRGP in July of 2018. Municipalities will ultimately be required to conduct road erosion inventories, develop road Stormwater Management Plans and begin implementing road BMP priorities contained within those plans.

<sup>2</sup> *Hydrologically connected* roads are those that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands).

- Document project costs and provide a minimum of 20% local match (cash or in-kind). Match can include in-kind contributions, such as transportation, municipally-owned road equipment, crew labor, municipal staff time, and other costs directly related to the BMP construction project. Funds from other federal or state grant programs, or local match for those other federal and state grant programs, cannot be included as match; and
- Work with CVRPC to select projects, conduct site visits, obtain technical assistance, complete the report template for each additional BMP (contract Attachment F) and seek reimbursement from CVRPC.

**CVRPC agrees to:**

- Assist municipality by: (a) serving as the municipal point-of-contact and fiscal agent for reimbursement of expenses under the project; (b) providing maps of connected road segments to participating municipalities, click here to see the connected road maps for your town: <http://centralvtplanning.org/programs/transportation/>; (c) providing technical assistance to towns in project selection, mapping and construction techniques; and (d) aiding towns in tracking and reporting deliverables; and
- Securing letters of participation and contracts to participate in the project.

**Eligible BMPs according to the draft MRGP Standards:**

- Grass and stone-lined drainage ditches, turnouts, and other disconnection and infiltration practices;
- Removal of grader berms and lowering of high road shoulders;
- Improvement and replacement of drainage culverts and installation of culvert headwalls and outlet stabilization;
- Addressing gully erosion on Class 4 roads; and
- Stabilizing catch basin outlets.

If you have any questions, please contact Daniel Currier, Program Manager, [currier@cvregion.com](mailto:currier@cvregion.com) or 802-229-0389 or refer to the VDEC website:

<http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/municipal-roads-program>.

Thank you for your attention, and we look forward to hearing from you soon.

Sincerely,

Bonnie Waninger  
Executive Director

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## STANDARD CONTRACT

Part 1 – Contract Detail		
<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____	
Contract Amount: \$25,000	Contract Start Date: 10/09/17	Contract End Date: 07/01/18
Contractor Name: Town of Waitsfield		
Contractor Physical Address: 4144 Main Street		
City: Waitsfield	State: Vermont	Zip Code: 05673
Contractor Mailing: Same as Physical		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
<i>If this action is an amendment, the following is amended:</i>		
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>		
Other <input type="checkbox"/> (please specify)		
<b>SECTION 2 – CONTRACTOR INFORMATION</b> (to be completed by CVRPC)		
Contractor Duns:		
DUNS Registered Name (if different than Contractor Name above):		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> . Print Screen Must be Placed in Contract File)		
Date:	Initials:	SAM Expiration Date:
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing/debarment">http://bgs.vermont.gov/purchasing/debarment</a> . Print Screen Must be Placed in Contract File)		
Date: 10/01/17	Initials: BKW	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="#">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="#">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date:	Initials:	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date:	Initials:	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date:	Initials:	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]		
Date:	Initials:	

Contract Total Value exceeds, or cumulatively may exceed, \$250,000?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)	
Date: 10/02/17	Initials: BKW
<b>SECTION 3 – FUNDING SOURCE</b>	
Funding Type: <input checked="" type="checkbox"/> Federal    CFDA #: 66.481 <input type="checkbox"/> State                      Contract #: <input type="checkbox"/> Other                              Source: Environmental Protection Agency	Program Title: Lake Champlain Basin Program
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <u>Project Contact/Coordinator</u> Name: Daniel Currier Title: Program Manager Work Phone: 802-229-0389 Email: currier@cvregion.com  <u>Finance/Billing</u> Name: Nicole Sancibrien Title: Accounting Contractor Work Phone: 802-229-0389 Email: macbrien@cvregion.com	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name: Title: Work Phone: Cell Phone (if applicable): Email:  <u>Finance/Billing</u> Name: Title: Work Phone: Cell Phone (if applicable): Email: Address if different than Section 1): Mailing: City/State/ZIP:

**Part 2 – Contract Agreement**

**STANDARD CONTRACT FOR SERVICES**

**1. Parties.** This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called “CVRPC”) and the Town of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (hereafter called “Contractor”). Contractor’s form of business organization is Municipal Government. It is the contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

**2. Subject Matter.** The subject matter of this contract is services generally on the subject of the implementation of BMPs on Class 4 road segments to promote road stormwater disconnection,

infiltration and conveyance stability. Detailed services to be provided by the contractor are described in Attachment A.

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$25,000.00. Contractor is required to provide a 20% (\$5,000) local match for a full project cost of \$30,000.00.

**4. Contract Term.** The period of contractor's performance shall begin on October 9, 2017 and end on July 1, 2018.

**5. Prior Approvals.** Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (value greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee  X  is / \_\_\_\_\_ is not required.

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

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

**8. Attachments.** This contract consists of \_\_\_\_\_ pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions and Monitoring & Reporting Requirements

Attachment C - Standard Agreement Provisions (effective date 02/27/2017)

Attachment D - Provisions for Federally Funded Agreements (applicable)

Attachment E - Other Provisions (applicable)

Attachment F – Program Forms (applicable)

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

- 1) Standard Contract
- 2) Attachment E (if applicable)

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

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

**For the CVRPC:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For the Contractor:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## ATTACHMENT A

### Scope of Work to be Performed

**Objective:** Reduce sediment and phosphorus runoff by implementing road best management practices (BMPs) on hydrologically-connected municipal road segments, specifically Class 4 roads within the Lake Champlain watershed.

**Activity(s) to be Performed:** The Contractor will address road erosion by treating 7 Class 4 road segments. BMPs implemented may include drainage and driveway culvert upgrades, turn outs, culvert outlet stabilization, culvert headwalls, grass and stone-lined drainage ditches, road shoulder lowering, and other practices that promote road stormwater disconnection, infiltration and conveyance stability.

**Performance Measures:**

	Milestone	Deliverable(s)	Due Date
1	Kick off meeting with CVRPC	Meeting participation Signed contract	October , 2017
2	Identification of seven road segments	List of Class IV road segments to be remediated Map of road segment locations List of BMP's to be used by road and segment Estimated cost by road and segment	October 31, 2017
3	Progress Report 1	Status of work completed	November 15, 2017
4	Implementation of BMPs on connected segments:	Before and after photos of construction Documented match requirements List of BMPs used by road and segment Cost by road and segment of BMPs implemented Municipal Invoicing Spreadsheet	November 15, 2017
5	Progress Report 2	Status of work completed and written confirmation that remaining work will be completed by July 1.	May 30, 2018
6	Implementation of BMPs on connected segments:	Before and after photos of construction Documented match requirements List of BMPs used by road and segment Cost by road and segment of BMPs implemented Municipal Invoicing Spreadsheet	July 1, 2018
7	Workshop	Participation in CVRPC on-site workshop to discuss work completed, if workshop is conducted in the municipality	August 31, 2018

## ATTACHMENT B

### Payment Provisions and Monitoring & Reporting Requirements

#### PAYMENT PROVISIONS

The Party shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Party will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the Standard Contract.

CVRPC agrees to compensate the Party for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

*Payment.* Work performed will be paid as follows:

#### COST REIMBURSEMENT (TIME AND MATERIALS):

Actual costs up to the agreement maximum plus 20% match as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall only be submitted for completed segments.

Party shall submit invoices to the CVRPC in accordance with the following schedule:

Task	Deliverable(s)	Due Date
Implementation of BMPs on [redacted] connected segments	<ul style="list-style-type: none"> <li>• Before and after photos of construction</li> <li>• List of BMPs used by road and segment</li> <li>• Cost by road and segment of BMPs implemented</li> <li>• Municipal Invoicing Spreadsheet</li> <li>• Documented 20% match</li> <li>• Progress report describing status of work completed and schedule for work to be completed</li> </ul>	November 15, 2017
Implementation of BMPs on [redacted] connected segments	<ul style="list-style-type: none"> <li>• Before and after photos of construction</li> <li>• List of BMPs used by road and segment</li> <li>• Cost by road and segment of BMPs implemented</li> </ul>	July 1, 2018

Task	Deliverable(s)	Due Date
	<ul style="list-style-type: none"> <li>• Municipal Invoicing Spreadsheet</li> <li>• Documented 20% match</li> </ul>	

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

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

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Party will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

Sub-contractor rates shall be consistent with those provided in Party's scope of work. Markups for sub-contractors, equipment, regular site costs (such as utilities), primary Party services (such as telephone calls, copying, mailing costs, meals, lodging), and other items are not allowed under this Agreement.

*Invoicing.* The Party shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Party is working under more than one Agreement with CVRPC, Party shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: CVRPC Executive Director  
 29 Main Street, Suite 4  
 Montpelier, VT 05602

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

## MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include:

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.
- Site visits as warranted by program needs.

## REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

*Regular Progress Reporting.* Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Party's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Party is invoicing for reimbursement.

*Significant Development Report.* The Party must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Party's ability to meet the objectives of the award.

*Other Reports.* CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Party's assistance to complete this reporting, Party shall provide the necessary information requested by CVRPC.

CVRPC must submit quarterly reports to the Department of Environmental Conservation. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

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

# ATTACHMENT C

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## Standard Agreement Provisions

REVISED FEBRUARY 27, 2017

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the CVRPC is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the CVRPC, the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the CVRPC with regard to its performance under the Agreement.

**4. Arbitration:** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Washington County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney’s fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party’s request for arbitration hereunder.

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, both parties understand that neither will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

**5. Severability:** The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

**6. Sovereign Immunity:** The State of Vermont reserves all immunities, defenses, rights or actions arising

out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**7. No Employee Benefits For Party:** The Party understands that the CVRPC or the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to CVRPC or State employees, nor will the CVRPC or the State withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.

**8. Independence:** The Party will act in an independent capacity and not as officers or employees of the CVRPC or the State of Vermont.

**9. Defense and Indemnity:** The Party shall defend the CVRPC or the State and their officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The CVRPC or the State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The CVRPC or the State retains the right to participate at its own expense in the defense of any claim. The CVRPC or the State shall have the right to approve all proposed settlements of such claims or suits. In the event the CVRPC or the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the CVRPC or the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the CVRPC and the State of Vermont and their respective officers and employees in the event that the CVRPC or the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the CVRPC or the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**10. Insurance:** Before commencing work on this Agreement the Party must provide certificates of

insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the CVRPC through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the CVRPC.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire/Legal/Liability

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the CVRPC and the State of Vermont and their agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the CVRPC and the State of Vermont and their agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of

aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the CVRPC.

**11. Reliance by the CVRPC on Representations:** All payments by the CVRPC under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**12. False Claims Act:** CVRPC is a political subdivision of the State of Vermont. 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 CVRPC and 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 CVRPC and State under the False Claims Act shall not be limited notwithstanding any agreement of the CVRPC or State to otherwise limit Party's liability.

**13. 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.

**14. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the CVRPC, State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**15. 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. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.



**17. 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 the 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. Taxation of Purchases:** All CVRPC and State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**19. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

**20. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the CVRPC. Party shall be responsible and liable to the CVRPC and 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 CVRPC a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act

of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the CVRPC and subcontracts for work performed in the State of Vermont:

Section 12, False Claims Act;  
Section 13, Whistleblower Protections;  
Section 15, Fair Employment Practices and Americans with Disabilities Act;  
Section 17, Taxes Due the State;  
Section 19, Child Support;  
Section 21, No Gifts or Gratuities;  
Section 26, Certification Regarding Debarment;  
Section 27, Certification Regarding Use of State Funds;  
Section 35, CVRPC and State Facilities; and  
Section 36, Location of State Data.

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

**22. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**23. Work Product Ownership:** Upon full payment by CVRPC, all products of the Party's work, including: outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of CVRPC and shall remain accessible to the public. These items may not be copyrighted or resold by the Party.

**24. Ownership of Equipment:** Any equipment purchased by or furnished to the Party by CVRPC under this Agreement is provided on a loan basis only and remains the property of, and must be returned to, CVRPC.

**25. Professional Engineering Services:** Any work on this Agreement which is "Professional Engineering Services" as defined in 26 V.S.A. §1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §1162.

**26. 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 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>.

**27. Certification Regarding Use of State Funds:** In the case that 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.

**28. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**29. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the CVRPC from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**30. Force Majeure:** Neither the CVRPC nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**31. Marketing:** Party shall not refer to the CVRPC or State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the CVRPC.

**32. Termination:** In addition to any right of the CVRPC to terminate for convenience, the CVRPC may terminate this Agreement as follows:

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC (July 1 to June 30), and if appropriations or funding are insufficient to support this Agreement, the CVRPC may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by state or federal funds, and in the event those funds become unavailable or reduced, the CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**D. Cancellation:** Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Party operations and termination of this Agreement in the event of Party negligence or Party practices in apparent violation of State or Federal law or regulations.

**33. Continuity of Performance:** In the event of a dispute between the Party and the CVRPC, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**34. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the CVRPC. All CVRPC or State property, tangible and intangible, shall be returned to the CVRPC or State upon demand at no additional cost to the CVRPC or State in a format acceptable to the CVRPC or State.

**35. CVRPC and State Facilities:** If the CVRPC or State makes space available to the Party in any CVRPC or 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 CVRPC or State facilities which shall be made available upon request. CVRPC or State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**36. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

## ATTACHMENT D

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### Provisions for Federally Funded Agreements

This Agreement is funded in whole or in part by federal funds. As such, the following additional provisions apply.

#### 1. Provisions for Federally Funded Agreements:

**A. Davis-Bacon Act.** The Party will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 2761 7), the Copeland Act (40 U.S.C. 276C and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction contracts when construction is part of the contract.

**B. Certification:** By signing this Agreement, the Party certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been or will be paid, by or on behalf of the Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Party shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section .1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$160,000 for each such failure.

**C. Non-Discrimination.** The Party will not discriminate against any employee or applicant for

employment because of race, religion, color, sex, or national origin. The Party will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

## 2. Environmental Protection Agency

Attachment C shall be amended to add the following:

38. The Party shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

39. The Party is assumed to be thoroughly familiar with all requirements of the Agreement and specifications, having investigated the site and satisfied his/herself regarding the character of the work and local conditions that may affect performance.

40. The Party shall be responsible for any damage occurring to the existing premises during a construction project.

41. The Party shall take extreme care to avoid pollution of surface water, groundwater, and air.

42. CVRPC shall not be held responsible for any damage caused by vandalism to either the project or the Party's property.

43. The Party shall remove from the site all construction equipment, materials, and debris caused by the project at the conclusion of the project.

44. The Party shall be responsible for safety on the job. The Party shall take due care to protect the public. The Party shall protect the rights and property of adjacent land owners and shall be fully responsible for any damage beyond the limits of construction shown on plans. The Party shall take due care to protect the property of CVRPC. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Party's expense.

If checked, this is a construction contact and Attachment C, **Paragraph 16** is deleted in its entirety and replaced with the following:

Equal Employment Opportunity. During the performance of this contract, the Party agrees as follows:

- A. The Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Party will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Party agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Party will, in all solicitations or advertisements for employees placed by or on behalf of the Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Party will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Party's legal duty to furnish information.
- D. The Party will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Party's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Party will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Party will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Party's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Party may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Party will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Party will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the party may request the United States to enter into such litigation to protect the interests of the United States.

CVRPC will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CVRPC will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

CVRPC will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Party debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Party and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CVRPC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the



program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

*Inclusion of the equal opportunity clause by reference.* The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

*Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Party is written.

# ATTACHMENT E

## Other Provisions

*INSTRUCTIONS: Delete any sections from the provisions that have not been checked (are not applicable). Also, please delete these instructions.*

*If checked, this is an Architect/Engineer Professional Service Agreement and Attachment C, Paragraphs 9 and 10 are deleted in their entirety and replaced with the following:*

### **6. Independence, Liability, Indemnity:**

- A. The Party will act in an independent capacity and not as officers or employees of the CVRPC or State.
- B. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation, or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the CVRPC but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C. The Party shall defend the CVRPC and State and their officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing “non-professional services” under this Agreement. As used herein, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The CVRPC shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- D. Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the CVRPC, State and their officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the CVRPC, State, and their officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- E. The Party agrees to indemnify and hold the CVRPC, the State of Vermont, and their respective officers and employees harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the CVRPC and/or State

in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the CVRPC and/or State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

- F. As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.
- G. The Party shall indemnify the CVRPC, the State of Vermont, and their officers and employees in the event that the CVRPC, State, or its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” (as defined herein) under this Agreement.
- H. The Party shall not be obligated to indemnify the CVRPC or State for any Damages incurred by the CVRPC or State attributable to the CVRPC’s or State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.
- I. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

# ATTACHMENT F

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## Program Forms

The following forms shall be used for reporting and reimbursement requests under the Municipal Class 4 Roads Demonstration Program:

- Progress Report
- Municipal Invoicing Spreadsheet

These forms are available digitally by contacting Daniel Currier, Program Manager. 802-229-0389 or [Currier@cvregion.com](mailto:Currier@cvregion.com).

# MUNICIPAL CLASS 4 ROADS DEMONSTRATION PROGRAM PROGRESS REPORT

**Project Information**

Municipality:

Report date:

Funding amount:

Total project cost, including 20% match: \$

**Complete this table indicating Class 4 gully erosion remediation**

Road Segment ID #	Hydrologically Connected? Yes/No	Average estimated length of erosion	Average estimated width of erosion	Average estimated depth of erosion

Road conditions are based on Municipal Roads General Permit (MRGP) draft standards. Please indicate one of the following three standards:

- (1) not meeting standards,
- (2) partially meeting standards, or
- (3) fully meeting standards.

If road erosion inventory has not yet been completed or new MRGP inventory template not used, assume the before project implementation condition does not meet standards.

**Attach before and after photos for each road segment worked on and work completed. Photos should be taken from the same perspective before and after project implementation and submitted as individual JPG files (minimum resolution 300ppi).**

**Please submit to:**

**Central Vermont Regional Planning Commission**  
 Attention: Daniel Currier, Program Manager  
 29 Main Street, Suite 4  
 Montpelier, VT 05602  
[Currier@cvregion.com](mailto:Currier@cvregion.com)

## MUNICIPAL CLASS 4 ROADS DEMONSTRATION PROGRAM MUNICIPAL INVOICING SPREADSHEET

Please attach: Copies of invoices and receipts for all expenses documented below

MUNICIPALITY:	
CONTACT NAME:	
EMAIL:	
MAILING ADDRESS:	
PHONE NUMBER:	
MAXIMUM GRANT AWARD:	\$

Fill out sections below which apply to your project. Use additional pages if needed.

LABOR (Employee Name)	Rate	# Hours	Total (Hourly Rate x Hours)
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>LABOR TOTAL</b>			\$

EQUIPMENT	Rate	# Hours (or Days)	Total (Rate x Hours)
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>EQUIPMENT TOTAL</b>			\$

MISCELLANEOUS	Rate	Amount	Total (Rate x Amount)
	\$		\$
	\$		\$
	\$		\$
<b>MISCELLANEOUS TOTAL</b>			\$

**GRAND TOTAL**  
**REIMBURSEMENT**  
**REQUEST**  
**LOCAL MATCH**

\$
\$
\$

REIMBURSEMENT REQUEST is 80% of the GRAND TOTAL, up to the MAXIMUM GRANT AMOUNT.

LOCAL MATCH is the GRAND TOTAL minus REIMBURSEMENT REQUEST.

LOCAL MATCH must be at least 20% of the GRAND TOTAL to receive full amount of REIMBURSEMENT REQUEST. If LOCAL MATCH is less than 20% of GRAND TOTAL, your grant reimbursement will be reduced.

Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as LOCAL MATCH.

By signing this application, I certify that all the information provided is accurate, to the best of my knowledge.

We have complied with all the requirements of this grant award including; a commitment to the future maintenance of this grant funded work and repair as necessary. We will make our books available for audit if required.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

(Must be **Selectboard Chair, Municipal Clerk, or Manager/Administrator**)

**Required attachments: Copies of invoices and receipts for all expenses documented**