Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE
TUESDAY, March 6, 2018
4:00 p.m. at CVRPC's Office

Page	AGENDA	
	4:00[1]	**Adjustments to the Agenda**
		Public Comment
2	**4:05**	**Financial Report** (enclosed)[2]
10	**4:15**	**Contract/Agreement Authorization** (enclosed)[2]
14		a) Southern Windsor County Regional Planning Commission – Clean Water Block Grant for Pouliot Avenue Stormwater Treatment
37		b) Stantec, McFarland-Johnson, and Dubois & King – Master Agreement for Transportation Planning and Engineering Services
65		c) Ormsby's Computer Store – IT Services 2018-2023
80		d) Barre City – Pouliot Avenue Stormwater Construction
94	**4:25**	**Updates** (enclosed)
		a) Wrightsville Beach Recreation District Contract
		b) Hiring Processes[2]
95	**4:35**	**Policies & Procedures** (enclosed)[2]
		a) Conflict of Interest - Recommend for Commission adoption
98	**4:50**	**FFY17 Transportation Planning Initiative Budget Amendment** (enclosed)[2]
		Review and approve FFY17 adjustment; authorize signature of the amendment.
	4:55	**Draft FY19 Budget** (enclosed)
		Initial draft for information and Committee input.
101	**5:15**	**Consent Items** (enclosed)[2]
		a) Meeting Minutes – February 5, 2018
104	**5:20**	**Commission Meeting Agenda** (enclosed)[2]
	5:25	**Executive Session – 1 V.S.A §313(3), Personnel**[2]
		Previously requested by the Committee for annual personnel evaluations.
	6:00	**Adjourn**

[1] All times are approximate unless otherwise advertised
[2] Anticipated action item

Central Vermont Regional Planning Commission

MEMO

Date: February 28, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Financial Report as of January 31, 2018

Audit

The Agency of Commerce accepted CVRPC's response to its audit questions and issued an "audit complete" letter. The FY17 audit is closed. Nicole is working to prepare the Indirect Rate Proposal.

Financial Statement Explanations

The enclosed financial statements are complete.

Overall Position

CVRPC is on target for its financial goals this year. Cash continues to recover although it remains variable from month to month. For example, the December 31 checking account balance was $29,824 versus the January 31 balance of $157,406. Variations are due to quarterly advances, product-based contract payments, and the number of contractor invoices paid at month end.

Balance Sheet

Cash Balance – The checking account balance revived with end of quarter payments and third quarter advances. The account balance includes $36,500 in designated funds for the High Meadows project, $60,536 deferred income for ACCD FY18, and $1,559 deferred income for SERC FY18. When subtracted from the checking account balance, undesignated operating cash is $58,811.

Accounts Receivable – Of receivables, $24,507 is accrued earnings that will be collected when project milestones are reached in 3-6 months. EPA invoices totaling $31,343 also await payment. EPA moved to payments through its electronic system on December 31. CVRPC cannot bill the EPA until we complete the sign up process in another few weeks.

Accounts Payables - As of February 28, payables have been reduced to $49,200. All are owed to one brownfields contractor working at multiple properties.

Net Income - CVRPC budgeted for its Net Income to increase by fiscal year end. As of January 31, Net Income increased substantially from June 30, 2017. It will decrease in the second half of the year when the majority of non-staff overhead expenses are paid. The server will be replaced in March.

Revenues and Expenditures Budget versus Actuals

Revenue and Expense Review - To determine how well we are following our budget, we use a benchmark. We calculate the benchmark as the percentage of the budget that we would expect to earned/spend if all revenues and expenses were earned/spent equally over 12 months. This would be 58% for January 31. Significant variances are explained below.

Revenues - Revenues less than 58% due to 1) first quarter staff vacancy, 2) consultant pass through costs, 3) delayed clean water contract award, and 4) variance for transportation field work. Areas of note include:

Brownfields – Primarily pass through to consultants. Anticipate year end at $250,000 in revenues.
Fee for Service – Mostly pass through expenses, which were lower than anticipated.
Barre Town Sewer Manholes – Time-and-materials contract. Revenues projected at $2,500.
Municipal Better Back Roads – Majority of field work to occur in spring/summer.
604B – New contract written for one payment only which will occur in FY19.
BC/BT/Plainfield Stormwater Masterplan – Project closed.
Berlin Stormwater Masterplan – Project closed.
High Meadows Resilience – CVRPC expects to use $22,222 of the $40,000 in FY18.
Mad-Kingsbury Stormwater Masterplan – Consultant at early stages of work.
SWCRPC CW Block Grant – Contract approval pending. Majority passes through to Barre City.
Water Quality – Contract anticipated for October 1. Contract in progress, and work has resumed.
HMGP Mega – More time was required than originally anticipated. Funds are available in the grant.
LEPC SERC – Project staff anticipates this will end on budget.

Expenses - Most variances are timing issues since some expenses are not evenly spent throughout the year. This report focuses on items of note rather than variances due to timing. These items include:

Copy – CVRPC held a lease on two copiers through December, which is offset by a 5-month buyout payment from National. Additional offset may be requested, and staff recently determined the previous copier has not been returned by National and CVRPC continues to incur lease costs.
Wages – CVTA and MRVPD expenses have not been journal adjusted out of CVRPC's expenses into their subcategory.

Net Income - CVRPC's net income is robust as of January 31 at $162,449. It will drop by June 30.

Central Vermont Regional Planning Commission

Balance Sheet

Accrual Basis

As of January 31, 2018

	Jan 31, 18	
ASSETS		
Current Assets		
Checking/Savings		
Northfield Savings - Reserve		26,218.17
1000 · Checking		157,406.07
1070 · Peoples - CDBG Disaster Recover		0.42
Total Checking/Savings		183,624.66
Accounts Receivable		
1100 · Accounts Receivable		243,684.90
Total Accounts Receivable		243,684.90
Total Current Assets		427,309.56
Fixed Assets		
12250 · Accumulated Depreciation		-26,067.00
1800 · Equipment		39,785.25
Total Fixed Assets		13,718.25
Other Assets		
1700 · Deposits		4,415.00
1960 · Other Prepaid Expense		3,700.45
Total Other Assets		8,115.45
TOTAL ASSETS		**449,143.26**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2001 · *Accounts Payable		96,034.89
Total Accounts Payable		96,034.89
Credit Cards		
Staples Credit Plan		49.28
Total Credit Cards		49.28
Other Current Liabilities		
2100 · FED/FICA withholding		90.14
2110 · State withholding		0.31
2111 · Direct Deposit Liabilities		2.91
2120 · HSA deductible withholding		825.00
2135 · LEPC SERC deferred		1,558.94
2140 · Accrued Vacation		22,284.85
2160 · Accrued Expenses		73.75
2170 · Accrued Compensatory Time		9,339.95
2200 · Pension Liability		1,183.84
2300 · Deferred Income		
ACCD FY18	60,536.42	
Total 2300 · Deferred Income		60,536.42
Total Other Current Liabilities		95,896.11
Total Current Liabilities		191,980.28
Total Liabilities		191,980.28
Equity		
3100 · Unrestricted Net Position		80,995.55
3200 · Invested in cap		13,718.25
Net Income		162,449.18
Total Equity		257,162.98
TOTAL LIABILITIES & EQUITY		**449,143.26**

Central Vermont Regional Planning Commission
Statement of Revenues and Expenditures
Accrual Basis — July 2017 through January 2018

	Jul '17 - Jan 18	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ACCD	196,893.23	342,560.00	-145,666.77	57.5%
Community Development				
BCRC Regional Energy Plan	6,000.00	20,000.00	-14,000.00	30.0%
Brownfields Grant	156,435.28	299,780.00	-143,344.72	52.2%
Local Energy Planning	0.00	5,400.00	-5,400.00	0.0%
NRPC Energy	13,800.00	11,800.00	2,000.00	116.9%
Total Community Development	176,235.28	336,980.00	-160,744.72	52.3%
Fee for Services				
Cross VT Trail	2,159.00	10,149.00	-7,990.00	21.3%
Cross VT Trail reimbursement	0.00	650.00	-650.00	0.0%
GIS Project	308.99	1,100.00	-791.01	28.1%
MRVPD Admn	791.74	30,219.00	-29,427.26	2.6%
MRVPD Payroll Reimbursements	17,051.31			
4185 · WBRD Admn	0.00	5,000.00	-5,000.00	0.0%
Total Fee for Services	20,311.04	47,118.00	-26,806.96	43.1%
Municipal Contracts				
Barre Town Sewer Manholes	0.00	1,000.00	-1,000.00	0.0%
Better Back Roads	6,349.94	35,437.00	-29,087.06	17.9%
Total Municipal Contracts	6,349.94	36,437.00	-30,087.06	17.4%
Natural Resources				
604B	1,818.00	3,636.00	-1,818.00	50.0%
BC/BT/Plainfield Stormwater MP	61,565.00	41,565.00	20,000.00	148.1%
Berlin Stormwater Master Plan	27,525.00	26,525.00	1,000.00	103.8%
ERP Northfld Village SW	0.00	95,000.00	-95,000.00	0.0%
Forest Integrity	0.00	12,660.00	-12,660.00	0.0%
High Meadows Resilience	40,000.00	40,000.00	0.00	100.0%
Mad-Kingsbury Stormwater M. Pla	55,000.00	106,000.00	-51,000.00	51.9%
Mad River Corridor Plan	12,000.00	26,878.00	-14,878.00	44.6%
SWCRPC Clean Water Block Grant	0.00	112,140.00	-112,140.00	0.0%
Water Quality	9,072.36	28,506.00	-19,433.64	31.8%
Total Natural Resources	206,980.36	492,910.00	-285,929.64	42.0%
Other Income				
High Meadows Fund	250.00	0.00	250.00	100.0%
Interest Income	20.80	10.00	10.80	208.0%
Miscellaneous Income	7,182.68	5,000.00	2,182.68	143.7%
Total Other Income	7,453.48	5,010.00	2,443.48	148.8%
Public Safety				
DEMHSDPS MOU	9,606.09	7,722.00	1,884.09	124.4%
EMPG	36,192.76	61,143.00	-24,950.24	59.2%
HMGP MEGA	14,464.87	7,000.00	7,464.87	206.6%
HMGP Mega Admin	130.06	65.00	65.06	200.1%
LEPC SERC	4,357.15	5,000.00	-642.85	87.1%
Total Public Safety	64,750.93	80,930.00	-16,179.07	80.0%
Transportation				
DEC Class IV Road Demonstration	11,714.28	11,714.00	0.28	100.0%
Grants in Aid	13,700.19	24,921.00	-11,220.81	55.0%
TPI	146,685.02	236,842.00	-90,156.98	61.9%
VTrans Better Back Road	4,990.05	9,044.00	-4,053.95	55.2%
Total Transportation	177,089.54	282,521.00	-105,431.46	62.7%
4200 · Town Dues				
Town Dues	71,537.40	71,537.00	0.40	100.0%
Total 4200 · Town Dues	71,537.40	71,537.00	0.40	100.0%

Central Vermont Regional Planning Commission
Statement of Revenues and Expenditures
Accrual Basis — July 2017 through January 2018

	Jul '17 - Jan 18	Budget	$ Over Budget	% of Budget
Total Income	927,601.20	1,696,003.00	-768,401.80	54.7%
Gross Profit	927,601.20	1,696,003.00	-768,401.80	54.7%
Expense				
Advertising	860.50	1,890.00	-1,029.50	45.5%
Cleaning	990.00	1,885.00	-895.00	52.5%
Consultants	328,928.20	712,664.00	-383,735.80	46.2%
Copy				
Copier extra copies	973.65	825.00	148.65	118.0%
Copier Lease Payments	3,695.61	3,658.00	37.61	101.0%
Total Copy	4,669.26	4,483.00	186.26	104.2%
Depreciation expense	0.00	7,000.00	-7,000.00	0.0%
Dues/Pubs/Subs				
Government Relations	2,590.92	6,050.00	-3,459.08	42.8%
Dues/Pubs/Subs - Other	4,910.58	4,400.00	510.58	111.6%
Total Dues/Pubs/Subs	7,501.50	10,450.00	-2,948.50	71.8%
Equipment - Capital	0.00	20,000.00	-20,000.00	0.0%
Equipment - Repairs and Mainten	0.00	400.00	-400.00	0.0%
Interest Expense	0.00	50.00	-50.00	0.0%
Liability Insurance	1,482.00	1,510.00	-28.00	98.1%
Meetings/Programs	3,052.23	12,592.00	-9,539.77	24.2%
Office Rent/Occupancy				
Rent/Utility Deposits	23,951.06	41,109.00	-17,157.94	58.3%
Total Office Rent/Occupancy	23,951.06	41,109.00	-17,157.94	58.3%
Other Expenses				
Bad Debt	0.00	100.00	-100.00	0.0%
Fees				
Annual Fees - Line of Credit	0.00	150.00	-150.00	0.0%
Bank Fees	0.00	250.00	-250.00	0.0%
Payroll Direct Deposit Fees	178.00	394.00	-216.00	45.2%
Total Fees	178.00	794.00	-616.00	22.4%
Gifts	300.00	300.00	0.00	100.0%
Total Other Expenses	478.00	1,194.00	-716.00	40.0%
Postage	1,322.70	2,600.00	-1,277.30	50.9%
Professional Services				
Accounting	29,493.75	52,000.00	-22,506.25	56.7%
Audit	6,365.00	6,365.00	0.00	100.0%
Benefits Adminstration	0.00	1,000.00	-1,000.00	0.0%
IT/Computer	2,510.50	10,530.00	-8,019.50	23.8%
Legal	457.50	4,600.00	-4,142.50	9.9%
Videography	350.00	2,825.00	-2,475.00	12.4%
Professional Services - Other	0.00	23,500.00	-23,500.00	0.0%
Total Professional Services	39,176.75	100,820.00	-61,643.25	38.9%
Reserve Contribution	0.00	25,000.00	-25,000.00	0.0%
Software/Licenses/IT	1,800.00	7,798.00	-5,998.00	23.1%
Subscriptions/Publications	0.00	212.00	-212.00	0.0%
Supplies - Billable	5,092.97	9,820.00	-4,727.03	51.9%
Supplies - Office				
Equipment/Server	0.00	4,630.00	-4,630.00	0.0%
GIS Supplies	1,050.30	1,000.00	50.30	105.0%
Office Supplies	1,918.54	7,450.00	-5,531.46	25.8%
Total Supplies - Office	2,968.84	13,080.00	-10,111.16	22.7%
Telephone	3,663.45	7,112.00	-3,448.55	51.5%
Travel	9,347.86	24,377.00	-15,029.14	38.3%
Wages and Fringe Benefits				

Central Vermont Regional Planning Commission
Statement of Revenues and Expenditures
Accrual Basis — July 2017 through January 2018

	Jul '17 - Jan 18	Budget	$ Over Budget	% of Budget
Fringe Benefits				
Cross Trail VT Fringe	0.00	860.00	-860.00	0.0%
CVRPC FICA	18,572.09	37,046.00	-18,473.91	50.1%
Health Insurance	43,684.82	83,098.00	-39,413.18	52.6%
Life Disability Insurance	1,885.68	5,892.00	-4,006.32	32.0%
MRVPD Employee Fringe	4,393.22	8,056.00	-3,662.78	54.5%
Pension Plan	10,398.09	24,213.00	-13,814.91	42.9%
Unemployment Comp	664.00	1,510.00	-846.00	44.0%
Workmen's comp	2,088.00	2,600.00	-512.00	80.3%
Fringe Benefits - Other	0.01			
Total Fringe Benefits	81,685.91	163,275.00	-81,589.09	50.0%
Personnel				
Cross VT Trail	0.00	9,288.00	-9,288.00	0.0%
MRVPD Leased Employees	0.00	21,767.00	-21,767.00	0.0%
Personnel - Other	248,180.79	484,261.00	-236,080.21	51.2%
Total Personnel	248,180.79	515,316.00	-267,135.21	48.2%
Total Wages and Fringe Benefits	329,866.70	678,591.00	-348,724.30	48.6%
Total Expense	765,152.02	1,684,637.00	-919,484.98	45.4%
Net Ordinary Income	162,449.18	11,366.00	151,083.18	1,429.3%
Net Income	**162,449.18**	**11,366.00**	**151,083.18**	**1,429.3%**

10:30 AM
02/27/18
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss
January 2018

	Jan 18	
Ordinary Income/Expense		
Income		
ACCD		37,286.57
Community Development		
Brownfields Grant	31,342.56	
NRPC Energy	3,000.00	
Total Community Development		34,342.56
Fee for Services		
GIS Project	177.00	
Total Fee for Services		177.00
Natural Resources		
BC/BT/Plainfield Stormwater MP	9,565.00	
Mad-Kingsbury Stormwater M. Pla	53,000.00	
Total Natural Resources		62,565.00
Other Income		
Interest Income	5.57	
Miscellaneous Income	57.58	
Total Other Income		63.15
Public Safety		
DEMHSDPS MOU	1,621.46	
EMPG	3,007.69	
HMGP MEGA	1,622.73	
Total Public Safety		6,251.88
Transportation		
TPI	12,319.34	
Total Transportation		12,319.34
Total Income		153,005.50
Gross Profit		153,005.50
Expense		
Advertising		784.66
Cleaning		150.00
Consultants		73,342.56
Copy		
Copier extra copies	20.45	
Copier Lease Payments	638.18	
Total Copy		658.63
Dues/Pubs/Subs		
Government Relations	863.64	
Dues/Pubs/Subs - Other	1,971.36	
Total Dues/Pubs/Subs		2,835.00
Meetings/Programs		430.47
Office Rent/Occupancy		
Rent/Utility Deposits	3,421.58	
Total Office Rent/Occupancy		3,421.58
Other Expenses		
Fees		
Payroll Direct Deposit Fees	18.00	
Total Fees	18.00	
Total Other Expenses		18.00

10:30 AM
02/27/18
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss
January 2018

	Jan 18	
Postage		195.93
Professional Services		
Accounting	5,037.50	
IT/Computer	415.00	
Total Professional Services		5,452.50
Supplies - Office		
Office Supplies	207.85	
Total Supplies - Office		207.85
Telephone		517.47
Travel		685.09
Wages and Fringe Benefits		
Fringe Benefits		
CVRPC FICA	2,446.18	
Health Insurance	7,007.40	
Life Disability Insurance	250.74	
Pension Plan	1,183.84	
Unemployment Comp	372.00	
Workmen's comp	-1.00	
Total Fringe Benefits	11,259.16	
Personnel	32,831.43	
Total Wages and Fringe Benefits		44,090.59
Total Expense		132,790.33
Net Ordinary Income		20,215.17
Net Income		**20,215.17**

Central Vermont Regional Planning Commission

MEMO

Date: February 26, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

GRANT AND SERVICE AGREEMENTS

(Contracts and agreements valued at more than $25,000)

Southern Windsor County Regional Planning Commission – Clean Water Block Grant for Pouliot Stormwater Mitigation

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the sub-grant agreement.

Scope of Work: Deliver the Clean Water Block Grant program to the City of Barre for the Pouliot Avenue Stormwater Mitigation project. CVRPC activities include project management and program administration tasks. Project management assistance includes insuring permits are obtained and procurement policies are used, securing an Operations and Maintenance Agreement, assisting with hiring contractors, participating in meetings, and reporting. Program administration includes conducting financial management and insuring completion of progress reports and other required documentation.

Funding:

Grant Amount: $156,240 (100% state funds). City of Barre construction $144,000 and CVRPC $12,240. CVRPC amount is based on the City's final documented project costs covered by CWBG. CVRPC amount valued at 8.5% of 80% of documented project costs. Final sub-grant agreement amount may increase or decrease.

Match Amount: $36,000 to be provided by the City of Barre.

Performance Period: 10/01/17 – 07/01/19

Staff: Pam DeAndrea

Note:

1) CVRPC's sub-grant agreement states it is a "reimbursement" agreement. "Reimbursement" pertains to the City of Barre paying its contractors prior to requesting reimbursement. CVRPC is not required to pay the City of Barre prior to requesting "reimbursement" from SWCRPC. Additionally, the City is responsible for paying any interest due should payment from DEC ➔ SWCRPC ➔ CVRPC ➔ City be delayed.

2) This agreement replaces the sub-grant agreement previously-approved by the Committee. The previous sub-grant agreement was not executed. Payment language clarifications and DEC clarifications have been incorporated into this new agreement.

CONTRACTS

(Contracts and agreements valued at more than $25,000)

Stantec, McFarland-Johnson, and Dubois & King – Master Agreement for Transportation Planning and Project Management Services

☒ **ACTIONS REQUESTED:**

1) Authorize the Executive Director to sign the Master Agreements for Transportation Planning and Project Manager Services with Stantec, McFarland-Johnson, and Dubois & King.
2) Authorize the Executive Director to sign task specific contract addendums using an Engagement Letter Template.

Scope of Work: Provide a range of transportation planning services to CVRPC for a 3-year period with possible 1-2 year extensions. Services will include, but are not limited to, scoping, planning, corridor, area wide, and targeted studies and technical assistance.

Funding:

Contract Amount: Unknown. Task specific contract addendums will vary in value, and oneo r more contractors may be assigned multiple tasks. Therefore, the final Master Agreement value for any one contractor may range from $0 - $400,000. Staff anticipates task values will range from $10-25,000 on average with 0-2 contracts issued per year.

Funding Source: VTrans Transportation Planning Initiative and other transportation-related programs requiring services.

Performance Period: 03/06/2018 – 06/30/2021 (~3¼ years)

CVRPC Staff: Dan Currier

Notes: This contract pre-qualifies contractors to serve CVRPC's Transportation Program, similar to the Brownfields Program. VTrans approved the Request for Qualifications issued by CVRPC prior to its release and participated in proposal review. VTrans also must approve the RPC's scope of work for studies funded through the Transportation Planning Initiative program in advance of signing contracts. RPCs are moving contracting in this direction to reduce resources expended in the procurement (hiring) process.

Ormsby's Computer Store, Inc. – IT Services 2018-2023

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract.

Scope of Work: IT services for five (5) years, including installing and monitoring a new server, set up and monitoring of cloud backup, and 5 years of IT support, routine technical assistance, and recommendations for maintenance procedures.

Funding:

Contract Amount: $41,443; IT support hours are charged hourly as needed and dependent upon services needed (junior versus senior technician). Staff will monitor cumulative costs through the life of the agreement against the maximum limiting amount.

Funding Source: Administrative (incorporated into indirect cost)

Performance Period: 02/08/2018 - 02/07/2023

CVRPC Staff: Pam DeAndrea

Notes: The Committee authorized an Advance Notice to Proceed for this contract in February.

Barre City – Pouliot Avenue Stormwater Mitigation

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract.

Scope of Work: Provide program management services for the City's Pouliot Avenue Stormwater Mitigation project funded through the Clean Water Block Grant Program.

Funding:

Contract Amount: $144,000. Final amount may vary depending on final contractor bid and will be established in CVRPC's agreement with SWCRPC.

Funding Source: SWCRPC Clean Water Block Grant

Performance Period: 04/03/18 – 07/01/19

CVRPC Staff: Pam DeAndrea

Notes: Through this agreement, the City of Barre commits to providing 20% match (~$36,000) using cash and/or in-kind services. The total project value will be $180,000.

FOR INFORMATION ONLY

(Contracts and agreements valued at $25,000 or less and site specific contract addendums for the Brownfields Program)

Two Rivers Ottauquechee Regional Commission – 604b Water Quality

Scope of Work: Upload projects within the Central Vermont Region to the Watershed Projects Database (WPD). As time and resources permit, identify and add to batch files if applicable other projects that may come out of other assessments with water quality relevance. Prioritize WPD projects, determine continued interest in same, develop more thorough project descriptions, and conduct GIS analysis and coordination of projects vis-à-vis *the Clean Water Road Map.*

Funding:

Grant Amount: $3,636 (federal)
Match Amount: $0
Match Source: N/A

Performance Period: 03/01/18 – 08/31/18

Staff: Pam DeAndrea (oversight), Matt Germaine (primary)

Notes: This is an annual agreement for water quality planning funded through Section 604b of the federal Clean Water Act.

SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION

STANDARD SUB-GRANT AGREEMENT

Project Name: #2169 Barre – Pouliot Stormwater Mitigation

1. Parties: This is an Agreement for services between the Southern Windsor County Regional Planning Commission (SWCRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park Road, Ascutney, Vermont 05030 and **Central Vermont Regional Planning Commission** with its principal place of business at **29 Main St. #4, Montpelier, VT 05602** (hereinafter called "SUB-GRANTEE"). It is the SUB-GRANTEE's responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-GRANTEE is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Sub-Grant Agreement is to provide program delivery for a project funded by the Clean Water Block Grant under SWCRPC's agreement with the Vermont Department of Environmental Conservation (2017-ERP-BG-001). All provisions of this agreement flow down to SUB-GRANTEE. The SUB-GRANTEE's Scope of Work is in Attachment A.

3. Maximum Amount: In consideration of the scope of work specified in Attachment A, PROGRAM DELIVERY, the SWCRPC agrees to pay SUB-GRANTEE, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed 8.5% of 80% of Total Costs for Final Design and/or Implementation (hereinafter called "PROJECT COSTS").

4. Agreement Term: The period of SUB-GRANTEE's performance shall begin on October 1, 2017 and end on July 1, 2019.

5. Source of Funds: State Funds from the Vermont Department of Environmental Conservation.

6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the SWCRPC and SUB-GRANTEE. No amendment will be considered without justification to support the amendment request.

7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.

8. Work Product ownership: Upon full payment by the State, all products of the

Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

9. Contact persons for this award:

SWCRPC: Thomas J. Kennedy, AICP Email: tkennedy@swcrpc.org
Phone: (802) 674-9201

SUB-GRANTEE: Bonnie Waninger Email: waninger@cvregion.org
Phone: (802) 229-0389

10. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:
    Attachment A – SUB-GRANTEE Scope of Work to be performed
    Attachment B – Budget and Payment Provisions
    Attachment C -- Customary State Grant Provisions
    Attachment D – Other Grant Provision(s) if necessary
    Attachment E – Final Performance Report Form
    Attachment F – Project Submission and Screening Process/Project Worksheet

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION	SUB-GRANTEE
Signature: _____	Signature: _____
Name: Thomas J. Kennedy, A.I.C.P.	Name: Bonnie Waninger
Title: Executive Director	Title: Executive Director
Date: _____	Date: _____

ATTACHMENT A
SUB-GRANTEE Scope of Work
Regional Planning Commissions

Introduction

The Vermont Department of Environmental Conservation (DEC) is seeking to fund the construction of high priority, cost effective, non-agricultural clean water improvement projects. Projects that are located on private property must be sponsored by the Municipality and involve stormwater pollution control. Eligible projects for this funding must be included in DEC's Watershed Projects Database, commonly referred to as the "Go List"; for a complete listing of projects contact your Watershed Coordinator, Regional Planning Commission or Natural Resource Conservation District.

Responsibilities for Each Party Under this Agreement are described below:

Sub-Grantee:

- Will be responsible for all PROGRAM DELIVERY including Project Management and Program Administration tasks outlined below.
- Prior to bidding any work, the SUB-GRANTEE will have successfully completed the **Project Submission and Screening Process (Attachment F)** and will have received a confirmation letter from SWCRPC of Notice to Proceed.

Project Management Assistance:

a. Coordinate with project sponsor(s) (hereinafter called "PROJECT RECIPIENT(s)") as necessary for successful completion of the project(s) as outlined in this sub-grant agreement.
b. Ensure that all required local, State and Federal permits have been obtained in a timely manner and that selected Contractor(s) are familiar with all permit conditions.
c. Follow appropriate procurement policy for implementation of project(s). PROJECT RECIPIENT(S) are to follow their procurement policy. If a PROJECT RECIPIENT does not have a procurement policy in place, they are to follow the procurement policy of the SUB-GRANTEE.
d. Secure an Operations and Maintenance Agreement (O&M) to ensure that each project is maintained for a minimum of 10 years. PROJECT RECIPIENT will be responsible for any required maintenance.
e. Provide assistance to PROJECT RECIPIENT to include:
    i. Oversight of bid process including Request for Proposals, proposal review, and Contract development to ensure BMPs are constructed as designed and permitted;
    ii. Hold pre-bid site visit(s) with interested bidders;
    iii. Document pre-construction site conditions with photos, if appropriate;
    iv. Ensure any necessary construction oversight is carried out in accordance

with potential permit conditions, and;
v. Ensure successful completion of the project per terms of this agreement.

f. Provide reporting and invoice assistance to PROJECT RECIPIENT to include:
i. Documentation of construction costs;
ii. Invoice submission and payment disbursement; and
iii. Compilation of financial documentation for reporting requirements and review for accuracy and completeness.

Program Administration:

g. Provide program invoicing, disbursements and reporting for all project and program delivery activities as outlined in **Attachment B**.
h. Ensure that all project construction will be completed no later than July 1, 2019 to be eligible for reimbursement.
i. Submit **Quarterly Progress Report(s)** to include a summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period. All deliverables met during that reporting period are to be submitted with a Progress Reports. First progress report will be due 3 months following execution of the agreement. The Clean Water Block Grant requirements will be similar to the ERP grant process. Each project will need to be carried out according to the milestones, deliverables, and performance measures applicable to each project type (see Attachment D- #2)
j. Obtain Certification from the Project Recipient that the project has been completed according to applicable Best Management Practices as documented in BMP reporting template to be provided by DEC.
k. Ensure that the selected contractor comply with the prevailing wage as published by the Vermont Department of Labor (Attachment D - #3) for any construction project over $100,000 (per 29 V.S.A. § 161).
l. Provide final report requirements to include:
- Final Performance Report Form (Attachment E);
- Completed deliverables and work products;
- Completed applicable Best Management Practice (BMP) forms;
- Documentation and certification of match using Form 430-M (Attachment D- #8)

All Requests for Funds and Reporting documents are to be sent via email to Cindy Ingersoll at cingersoll@swcrpc.org . Mark emails as High importance and request a Read Receipt.

SWCRPC Responsibilities Under this Agreement:

- Serve as the point of contact and coordinator for all projects statewide; act as a liaison to VT DEC for all administration, invoicing and reporting.
- Provide SUB-GRANTEE with required Deliverables and Best Management Practices Forms for the project as determined by VT DEC per Attachment D.

- Provide reporting templates and forms for invoicing, financial reporting and progress reports as may be necessary per Attachment B.
- Make payments to SUB-GRANTEE upon receipt of invoices submitted by the SUB-GRANTEE to provide reimbursement for PROJECT COSTS and PROGRAM DELIVERY COSTS as detailed in Attachment B.

ATTACHMENT B
PAYMENT PROVISIONS

The SWCRPC agrees to compensate the SUB-GRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUB-GRANTEE's preliminary project budget is to be included in this attachment. A final budget will be submitted after the selection of engineers and contractors.

A. General. The SWCRPC agrees to pay the SUB-GRANTEE for Program Delivery and Project Costs and the SUB-GRANTEE agrees to pass through to PROJECT RECIPIENT payments for Project Costs as described in Attachment B.

B. Payment Procedures for SUB-GRANTEE.

SWCRPC agrees to pay SUB-GRANTEE, and SUB-GRANTEE agrees to accept for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A:

- Up to a maximum for Project Cost based on a final project budget and match requirements as outlined in **Attachment F, to be passed through to the PROJECT RECIPIENT.**
- Up to a maximum of 8.5% of 80% of Documented Project Costs for Program Delivery.
- Up to a maximum of 20% of Program Delivery costs (based on the submitted preliminary project budget) prior to the documentation of any Project Costs.
- Periodic Payments for invoices which will be submitted no more frequently than monthly for Program Delivery and bi-weekly for Project Costs.

This grant is a cost-reimbursable grant. Requests for reimbursement must be submitted by the SUB-GRANTEE on the attached Form 430 and include Program Delivery costs and a breakout of Project Costs between the MS4-community projects and non-MS4 projects in order to provide proper documentation of match. Payment for Project Costs will be made to the SUB-GRANTEE for distribution to the PROJECT RECIPIENT. Invoicing procedures include:

- Invoicing for PROGRAM DELIVERY activities, as described in **Attachment A, will be submitted using a template to be provided by SWCRPC.**
- Back up documentation for personnel and other direct costs must be retained by the SUB-GRANTEE and provided upon request.
- Final payment for Program Delivery will be made to SUB-GRANTEE upon completion of project, receipt of Project Completion Certification from the PROJECT RECIPIENT, and final reporting requirements (Attachment A- Program Invoicing and Reporting).
- Invoicing for PROJECT COST activities must be accompanied by contractor invoices.
- All invoices must be signed by SUB-GRANTEE to certify accuracy of costs.

- All payments by the SWCRPC under this Agreement will be made in reliance upon the accuracy of all submissions by the SUB-GRANTEE including but not limited to bills, invoices, timesheets, progress reports and other proofs of work.
- All match from PROJECT RECIPIENT must be provided on Form 430-M with proper support documentation with each invoice.

C. Budgets, Cost Overruns and Contractor Fees.

- A preliminary budget is reflected in the attached Form 430 which will be finalized following procurement and selection of contractor.
- Construction cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
- Interest charges for late payment of an invoice by a contractor is not an eligible expense under this agreement.

D. Other Provisions.

Sufficient Progress: Sufficient progress will be measured by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Deadlines: Scope of work deadlines are firm and most cannot be modified for any reason. Failure to complete deliverables by the deadlines may result in forfeiture of some or all of SUB-GRANTEE's payments and/or cancellation of the agreement and/or the RPC's municipalities not being reimbursed for their grants. No modifications to deadlines are allowed without prior approval of SWCRPC and only because of unexpected circumstances beyond the control of SWCRPC or SUB-GRANTEE.

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.

OMB Uniform Guidance Audit: If you are required to have an audit under the new OMB Uniform Guidance, you are to report to SWCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Sub-Grantee Name: **Central Vermont Regional Planning Commission**

Project Name: **#2169 Barre – Pouliot Stormwater Mitigation**

Grant #: 2018-ERP-BG-001 **Purchase Order #:** **Payment#:**
Amount Requested:

###

Performance Measures and Deliverables:

Budget Category	Budget Amount*	Amount Requested	Remaining Amount	Total Match Documented (form 430-M)
1 – Program Delivery Costs**	**$ 12,240**			
2 – Project Costs for Final Design and/or Implementation (MS4 – match 50%)				
3 – Project Costs for Final Design and/or Implementation (non – MS4 – match 20%)	**$ 180,000**			
Total	**$ 192,240**			

* Agreement will reflect a preliminary budget upon execution and will be finalized after contractor selection.

** Program Delivery Cost Budget is based on 8.5% of 80% of Project Cost Budget.

Submit 430 Form with attached relevant files as one PDF via email to:

Cindy Ingersoll at cingersoll@swcrpc.org

Approvals for Payment

Signed by:

Sub-Grantee: _____ Date: _____

Title: _____

The Grantee certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

SWCRPC's Project Manager: _____ Date: _____

The Grant Manager has verified that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont 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 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 State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State 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.

5. No Employee Benefits For Party: The Party understands that 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 State employees, nor will 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 State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity: The Party shall defend the State and its 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 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event 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 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 State and its officers and employees in the event that 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 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.

8. 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 State 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 State.

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:

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

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 State of Vermont and its 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 State of Vermont and its 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 State.

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

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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends

$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. 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 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.

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.

15. 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.

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 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.

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

18. 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.

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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.

21. 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.

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

23. 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.

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

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State 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.

26. Force Majeure: Neither the State 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.

27. Marketing: Party shall not refer to the 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 State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State 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 a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State 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.

29. Continuity of Performance: In the event of a dispute between the Party and the State, 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.

30. 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 State. All State property, tangible and intangible,

shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. 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. 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
OTHER GRANT AGREEMENT PROVISIONS

1. **DEC Watershed Projects Data Base:** The DEC data base that stores projects and actions that are necessary for compliance with federal and state water quality law. The Data Base includes projects that may be important to implement, such as stormwater runoff assessments that identify projects for implementation, but that are not capital-fund eligible. To view the Watershed Project Data Base, visit: https://anrweb.vt.gov/DEC/IWIS/ARK/ProjectSearch.aspx . **Select "0-Readiness-Go List" under the "Grade Type" dropdown menu to view current "Go-List"**
2. **Milestones/Deliverables by Project Type:** The anticipated deliverable and milestones by project type can be found on DEC's website here: http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual_appendix3.pdf
3. **Construction projects over $100,000:** Any individual construction project over $100,000 (per 29 V.S.A. § 161) will require the grantee to ensure that the selected contractor comply with the prevailing wage as published by the Vermont Department of Labor.
4. **Performance Reporting:** The required final performance report template for this agreement is provided in Attachment E. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Any additional BMP reporting requirements are specified in Attachment E. Fillable formats of performance report templates are available at: http://dec.vermont.gov/watershed/cwi/grants
5. **Required Deliverable for Project Identification:** As stated in the grant agreement's table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.
6. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: http://dec.vermont.gov/watershed/cwi/grants
7. **Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at: http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf) as a reference for definitions of design completion levels and expected deliverables.
8. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M (http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx) and should be submitted at the close of the project with the final invoice.

ATTACHMENT E
Vermont DEC - Ecosystem Restoration Grant Program
Final Performance Report

Project Information
Organization: _____
Grant Number: _____
Title: _____
Report Date: _____
Date Project Completed:_____
Project Location:

- Latitude (decimal degrees with five decimal places e.g., 44.25804):_____
- Longitude (decimal degrees with five decimal places e.g., -72.59101): _____
- Town(s): _____
- WBID (Watershed boundary ID) Sub-basin(s): _____
- Stream segment if applicable (i.e., river and stream projects): _____

Project Type: _____
ERP Funding Amount: $_____
Total Project Costs: $_____
Total Match documented (if applicable): $_____

Performance Measure(s) as identified in your grant agreement

Performance Measure 1:	
Value:	Unit:
Did you meet this measure: Yes No	
If not, enter new value: _____ and explain:	

Performance Measure 2:	
Value:	Unit:
Did you meet this measure: Yes No	
If not, enter new value: _____ and explain:	

Project Site Photos (Before and After) for Implementation/Equipment Purchase Projects: Attach as JPEG images, minimum resolution of 300ppi (pixels per inch)

Summary of work completed:

ATTACHMENT F
SUB-GRANTEE Project Submission and Screening Process For Regional Planning Commissions

Project Submission

Interested RPCs will be responsible for submitting projects within their region to be considered for application under this block grant from the DEC Watershed Projects Database (WPD) **Go List**. The **Go List** is a subset of projects from the DEC Watershed Projects Database. See **Attachment D-1**. on how to view the "Go List" from the DEC WPD. RPCs will select and implement **Go List** projects in a manner to maximize phosphorus reduction and cost-efficiencies within the time frame of this grant and avoid natural resource conflicts. Projects on the **Go List** that are appropriate under this Block Grant are:

- Necessary to meet requirements of federal and state-required clean water plans, known as total maximum daily loads (TMDLs), compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy;
- Eligible for Capital Funds;
- Ready for final design and/or construction;
- Sponsored by municipalities if the projects are located on privately owned property and involve stormwater pollution control with the municipality as the responsible party for project operations and maintenance;
- Avoid or minimize impacts to natural resources (e.g. impacts to floodplains, wetlands and woody buffers and
- Do not involve stormwater treatment on private lands where the funds would be used to achieve compliance with a permit issued for new development or expansion of existing development.

Eligible project categories for selection, listed in priority order, are:

- Priority #1: Construction-ready projects (referred to as "Step 3" projects on the Go List);
- Priority #2: Engineering "design-build" projects (Step 2 & 3 projects); and
- Priority #3: Final design projects (Step 2) that will prepare projects for construction.

For a more detailed explanation on project types, go to the Ecosystem Restoration Grant's Application Manual, Appendix 2.

Preliminary Project Screening

1. For each RPC project submitted and prior to bidding any work, the RPC will provide the following to SWCRPC for preliminary screening:
   - A map of each project using the ANR Atlas mapping system with the ecosystem restoration layer;
   - A completed Project Readiness Worksheet (attached);
   - A brief project summary as described in the *Ecosystem Restoration Grants Application Manual, pg. 12.* (http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-9-1_Revised_%20Application_Manual.pdf);
   - Documentation (emails are fine) from the relevant resource agencies addressing potential natural resource concerns or identified conflicts or permits needed per responses in PRW.

(Note: If potential natural resource conflicts are identified through the project mapping and screening process and the RPC chooses to continue with this project, the Town/RPC will be responsible for working directly with the appropriate resource agency to address these concerns in order to ensure that all permitting can be secured in order to implement the project within the time frame of this grant.);

- A preliminary estimated project budget identifying broad categories: labor, materials, equipment, engineering and program delivery,
- A letter of commitment to securing an Operations and Maintenance agreement to ensure that each project is maintained for a minimum of 10 years, and
- Match certification for the project from the municipality, or project sponsor, and an acknowledgement of the required deadline for completion of construction.

  Match Required:
  - Stormwater projects located within a Municipal Separate Storm Sewer System (MS4) community are required to have a 50% match.
  - All other projects, including stormwater projects, not in an MS4 community, are required to have a minimum of 20% match.

  Eligible match funding includes:
  - In-kind contributions such as time, transportation, and other organizational costs directly related to the project;
  - Cash contributions from other funding sources;
  - Vermont Pollution Control Grants (upon State approval);
  - Low interest loan from State Revolving Loan Funds;
  - Land acquisition (as valued by municipality); and
  - Equipment (as valued by municipality).

2. SWCRPC will submit to DEC required materials to confirm project eligibility for CWBG application for funding.

Project Selection

SWCRPC will provide a Notice to Proceed following project selection.

Project Readiness Screening Worksheet

This information will help the Clean Water Initiative Program (CWIP) streamline the environmental review and project readiness process for your water quality improvement project. If you have general questions about the Department of Environmental Conservation (DEC) permit process, please contact a Permit Specialist who can assist you in identifying all necessary state permits or approvals for any given project.

Part A: Natural Resource Conflicts	This section of the Project Readiness Screening Form identifies any lakeshore, river, and/or wetland natural resource conflicts that may be present at your project site and provides resources on who to contact if a permit is likely required.
I. Act 250 Permits	
1. Have any Act 250 (Vermont's Land Use and Development Control Law) Permits been issued in the project site's parcel location? An Act 250 Permit is required for certain categories of development, such as subdivisions of 10 lots or more, commercial projects on more than one acre or ten acres (depending on whether the town has permanent zoning and subdivision regulations), and any development above the elevation of 2,500 feet. Contact the project district's Permit Specialist if you have any questions about Act 250. Visit http://dec.vermont.gov/environmental-assistance/permits/specialists to find the Permit Specialist for your project's district.	**Yes No**
If ***yes***, please provide the permit number and list any water resource issues or natural resource issues found: Permit Number: Resource Issues:	
II. Lakeshore	
1. Is the project site located within 250 feet of a lakeshore water's edge?	**Yes No**
If ***yes***, have you spoken with a Lake and Shoreland Regional Permit Analyst? You might need either a Shoreland Protection Act Permit or an Encroachment Permit. Visit http://dec.vermont.gov/watershed/lakes-ponds/permit/contact to find the Permit Analyst for your project's region.	**Yes** needs permit. **No** permit required.
III. River Corridor	
1. Is the project a river corridor easement?	**Yes No**
If ***yes***, have you coordinated with a River Scientist? All river corridor easement projects require coordinating with a River Scientist to be eligible for funding. Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist for your project's region.	**Yes,** approved by RMP. **No,** not

	approved.
2. If the project is not a river corridor easement, Is there any portion of the project site located within 100' of a river corridor and/or mapped Federal Emergency Management Agency (FEMA) flood hazard area?	**Yes No**
If ***yes***, have you spoken with a River Scientist and/or Floodplain Manager? Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist and/or Floodplain manager for your project's region.	**Yes**- project cleared by RMP. **No**, project cancelled.
3. If the project itself is not in the river corridor and/or flood hazard area, is there any portion of the project that may contribute point source water runoff into the stream? Ex. A stormwater pond's pipe draining into a river corridor area	**Yes No**
If ***yes***, have you spoken with a River Scientist? They must approve the project. Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist for your project's region.	**Yes**- project cleared by RMP. **No**, project cancelled.
4. Does any portion of the project involve work on the stream bank and/or floodplain?	**Yes No**
If ***yes***, have you spoken with a River Scientist? You may need a Stream Alteration Permit. Stream Alteration Permits regulate activities that take place in or along streams. The types of activities that are regulated include streambank stabilization, road improvements that encroach on streams, and bridge construction or repair. Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist for your project's region.	**Yes**, permit required. **No** permit required.
IV. Wetland	
1. Is there any portion of the project site located in or within 100 feet of a mapped wetland, wetland advisory layer, or hydric soil area?	**Yes No**
2. Are there any indications that you may have a wetland area onsite outside of mapping? See Landowners Guide to Wetlands for additional information on identifying wetlands onsite.	**Yes No**
If ***yes to either of the above***, have you spoken with a District Ecologist or another wetland professional regarding the potential that the project may trigger a permit requirement? The District Wetlands Ecologist can help determine the approximate locations of wetlands and whether you need to hire a Wetland Consultant to conduct a wetland delineation. Any activity within a Class I or II wetland or wetland buffer zone (100 feet and 50 feet respectively) which is not exempt or considered an "allowed use" under the Vermont Wetland Rules requires a permit. All permits must go through a public notice process, which takes time. Visit http://dec.vermont.gov/watershed/wetlands/contact to find the District Ecologist for your project's region.	**Yes**, project has no wetland impacts. **Yes,** permit required

V. Stormwater	
1. Will the project disturb more than an acre of land during construction?	**Yes No**
If yes, forward to the appropriate Stormwater specialist to ensure necessary permitting.	
2. Will this project add impervious surface, create new development or otherwise require a Stormwater permit?	

MASTER AGREEMENT

by and between

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

and

CONTRACTOR NAME

for

TRANSPORTATION PLANNING AND ENGINEERING SERVICES

CVRPC Agreement No.: 2018-XX

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CENTRAL VERMONT REGIONAL PLANNING COMMISSION

MASTER AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original ☒	Amendment ☐ #_____	
Contract Amount: $0	Contract Start Date: 03/07/18	Contract End Date: 06/30/21
Contractor Name:		
Contractor Physical Address:		
City:	State:	Zip Code:
Contractor Mailing Address:		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		

SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns:
DUNS Registered Name *(if different than Contractor Name above):*
SAM checked for DUNS Suspension and Debarment Exclusions (https://www.sam.gov/portal/public/SAM/. Print Screen Must be Placed in Contract File) Date: Initials: SAM Expiration Date:
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File) Date: Initials: Debarment Expiration Date:
Risk Assessment completed (Questions for contractor at ..\..\..\Forms\Risk Assessment_Contractor Questions.docx. Staff completes assessment at ..\..\..\Forms\Risk Assessment_Contractor.docx. 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 (https://harvester.census.gov/facdissem/Main.aspx. 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:

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.) Date: Initials:
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☐ [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 ☐ No ☐ (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: Initials:

SECTION 3 – FUNDING SOURCE

Funding Type:	☒ Federal	CFDA #:	Program Title:
	☒ State	Contract #:	
	☒ Other	Source:	

SECTION 4 – CONTACT INFORMATION

CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Daniel Currier Title: Program Manager Work Phone: 802-229-0389 Email: currier@cvregion.com	Project Contact/Manager Name: Title: Work Phone: Cell Phone (if applicable): Email:
Finance/Billing Name: Nicole Sancibrien Title: Accounting Contractor Work Phone: 802-229-0389 Email: macbrien@cvregion.com	Finance/Billing Name: Title: Work Phone: Cell Phone (if applicable): Email: Address if different than Section 1): Mailing: City/State/ZIP:

Part 2 – Contract Agreement

STANDARD MASTER CONTRACT FOR SERVICES

This agreement for TRANSPORTATION PLANNING AND ENGINEERING SERVICES (hereinafter "Agreement") is hereby made effective as of the 5th of March, 2018 (hereinafter the "effective date") by and between the Central Vermont Regional Planning Commission (hereinafter "CVRPC") with its place of

business located at 29 Main Street, Suite 4, Montpelier, VT 05602, and Contractor Name (hereinafter "Contractor") having offices located at Contractor Physical Address. The CVRPC and Contractor are collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, CVRPC has and will enter into agreements and contracts with the Vermont Agency of Transportation (VTrans) and other sources pursuant to which CVRPC will receive funding to conduct Transportation Scoping, Technical Assistance, and Other Studies for transportation projects in the Central Vermont region of Vermont; and

WHEREAS CVRPC, in conformance with the agreements and contracts, intends to enter into contracts with qualified transportation planning and engineering contractors for the performance of studies for projects to be determined by CVRPC (Project Contracts); and

WHEREAS, the CVRPC has selected Contractor, and Contractor has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, CVRPC and Contractor wish to enter into this Master Agreement for Transportation Planning and Engineering Services ("Master Agreement") and agree that the terms and conditions herein shall govern all Contracts between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound hereby, agree with each other as follows:

Article 1 - Engagement

1.1 This Master Agreement shall govern all Project Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith. The CVRPC hereby engages CONTRACTOR, and CONTRACTOR hereby agrees to perform, the services set forth herein in accordance with the terms and conditions in this services contract.

1.2 There is no minimum guarantee of any work under this contract. (See Article 7 for terms and conditions.)

1.3 The CVRPC shall pay CONTRACTOR for these Transportation Planning and Engineering Services based on labor and equipment rates found in Attachment A. Individual projects under the contract will be released on a Task Order basis when the CVRPC elects to proceed with each project.

1.4 The person in charge of administering the services under this Agreement on behalf of the CVRPC shall be Daniel Currier, (hereinafter the "CVRPC Representative") or such other officer of the CVRPC as shall be designated.

1.5 The person responsible for the services to be performed by CONTRACTOR shall be Contractor Representative Name (hereinafter "CONTRACTOR Representative") or such other person representative of CONTRACTOR as is designated in writing by CONTRACTOR and accepted by the CVRPC.

Article 2 - Description of Services

2.1 CONTRACTOR shall perform the services set forth under Article 3 of this Agreement in a satisfactory manner, as reasonably determined by the CVRPC and based upon applicable regulations and accepted work practices specific to the type of services rendered. Task Orders will be on a time and materials basis, cost not to exceed an approved budget amount without prior authorization of the CVRPC. CONTRACTOR shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the CVRPC; provided, however, CONTRACTOR shall not be required to make such revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially proposed to CONTRACTOR in the RFQ and/or Project Scope of Work.

2.2 All reports, drawings, and documents prepared by CONTRACTOR under this agreement shall be submitted to the CVRPC for review and approval. Submission of draft documents to VTrans and other funding source may also be required by state regulation and/or the funding source Agreement terms and conditions. The CVRPC shall review and respond to materials submitted by CONTRACTOR within thirty (30) calendar days. In the event the CVRPC disapproves of any of the submitted materials, or any portion thereof, or requires additional material within the scope of services to properly review the submission, CONTRACTOR shall revise such disapproved work and submit the revised work or the additional required material for review and approval. Should these services result from corrections or revisions required because of errors or omissions by others not retained by CONTRACTOR or are necessitated by a change in scope through no error of CONTRACTOR, then compensation shall be as per Sub article 6.6.

2.3 In performing the scope of services required under this agreement, CONTRACTOR shall consult with the CVRPC Representative, as appropriate, with other CVRPC employees or officials and with other persons or entities, as necessary, including the general public (through a process approved by CVRPC), local groups and organizations.

2.4 All of the materials prepared by CONTRACTOR and paid for by the CVRPC under this agreement shall be the joint property of the CVRPC and VTrans and will be used for reliance by them and any participating municipality within which the project is located as designated by CVRPC.

Article 3 - Scope of Services

3.1 CONTRACTOR will provide CVRPC with a separate proposal for each site specified by CVRPC. Unless otherwise agreed, each proposal will be prepared at CONTRACTOR's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by CONTRACTOR.

3.2 CVRPC reserves the right to negotiate and approve or disapprove each proposal submitted. Proposals will be approved via a signed Engagement Letter (See Attachment B). Once CVRPC

approves a proposal, it shall become a Contract, binding upon the Parties, and no changes to any Contract shall be valid unless in writing and executed by the Parties.

3.3 CVRPC may, but need not, continue to contract with CONTRACTOR for additional work on a project. Additionally, CVRPC reserves the right to award additional work to another prequalified contractor and/or put additional work out to competitive bid

3.4 CONTRACTOR will provide timely reports, invoices, and feedback to ensure compliance with monthly reporting requirements. CONTRACTOR will provide brief summaries of technical information about each project to assist the CVRPC in preparing monthly reports to VTrans.

Article 4 - Information to be furnished to Contractor

4.1 The CVRPC shall provide CONTRACTOR with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources reasonably requested by CONTRACTOR for the purpose of carrying out services under this Agreement.

Article 5 - Time of Performance

5.1 Time is of the essence in the performance of the scope of services under this Agreement. CONTRACTOR shall commence performance of the services immediately upon execution of an Engagement Letter and shall proceed diligently and continuously to completion. CONTRACTOR shall use its best efforts to perform the services so as to ensure that the requested scope of work described in the RFQ and Project Scope of Work is complete within the proposed timeframe of this task order.

5.2 CONTRACTOR shall perform services set forth in Article 3 of this Agreement at such times and in such sequence as may be required to successfully complete the scope of services.

5.3 This agreement shall remain in effect for a 3 year period ending on June 30, 2021, unless otherwise extended by CVRPC.

Article 6 – Compensation

6.1 Compensation will be based on subsequent task orders for individual projects and based on labor rates for all job categories and overhead rate and fee (Attachment A). This fee will be included in the Project Scope of Work and referenced in the Engagement Letter (Attachment B) and will not to be exceeded without CVRPC's prior approval. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the CVRPC Representative, 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.

6.2 The CVRPC shall compensate CONTRACTOR for satisfactory performance of the services required under Article 3 of this Agreement.

6.3 Monthly Report. CONTRACTOR will provide brief summaries of technical information to assist CVRPC in preparing these reports at no additional charge.

6.4 Optional Services. Payment for optional services requested by the CVRPC will be measured on a time and materials basis, using the CONTRACTOR Labor and Rates included in Attachment A. If requested by the CVRPC, CONTRACTOR will provide cost estimates for any or all of these services, which will be incorporated as Addenda to this Agreement.

6.5 Compensation provided under this Article constitutes full and complete payment for all costs assumed by CONTRACTOR in performing the scope of services under this Agreement.

6.6 Payments to CONTRACTOR under this Agreement shall be made by the CVRPC within thirty (30) days of submission of approvable invoices certified by the CONTRACTOR Representative. Each invoice shall be accompanied by a letter summarizing the associated services performed and percentage complete. Invoices will be submitted by CONTRACTOR to the CVRPC on a monthly basis and should be received by the 15th of the month if charges apply.

Invoices shall be written as follows:

- Prominently display the words “CVRPC Transportation”.
- List the project name provided by CVRPC’s Representative and the task order number.
- Costs for individual task orders shall be clearly delineated.
- If CVRPC authorizes multiple phases of work on a project, costs for each phase shall be tracked based on work designation by CVRPC.

6.7 Services rendered by CONTRACTOR under this Agreement which are measured for payment on a time and materials basis shall utilize the rates as provided in Attachment A. These rates are to remain in effect for the first two years of this Agreement and may then be renegotiated on an annual basis. CVRPC reserves the right to reject new rates proposed.

Article 7 - Terms and Conditions

7.1 This agreement is subject to and incorporates the Contracting Provisions in Attachment E and the provisions of VTrans Transportation Planning Initiative Agreement with CVRPC (Attachment F). Other Contracting Provisions may be incorporated at a later date if an alternate funding source is used.

7.2 This Agreement, its Terms and Conditions and any claims arising there from, shall be governed by Vermont law. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the Federal government, the State of Vermont, and the municipalities within the CVRPC region or in which work is being conducted.

7.3 The CVRPC and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives to the other party to this Agreement and to its partners, successors, assigns, legal representatives of such other party with respect to all covenants of this agreement.

7.4 This Agreement incorporates all the understandings of the parties hereto, and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to the matters contained herein.

7.5 Any waiver of the Terms and Conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this agreement.

7.6 Should changes to the scope of work under this Agreement be required, such changes and associated modifications in the amount of CONTRACTOR's compensation shall be mutually agreed upon by the CVRPC and CONTRACTOR and incorporated in written amendments executed by both parties to this Agreement.

7.7 Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by the CVRPC representative or CONTRACTOR representative and delivered in hand or by mail to the party to whom it is directed, which until changed by written notice, are as follows:

CONTRACTOR:
Contractor Name
Contractor Address

CVRPC:
Bonnie Waninger, Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602

7.8 No officer, member, or employee of the CVRPC or CONTRACTOR, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

7.9 CONTRACTOR shall not assign any interest or responsibility in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the CVRPC, provided, however, that claims for money due or to become due to CONTRACTOR from the CVRPC under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

7.10 Sanctions for Noncompliance. CONTRACTOR is hereby advised that failure of the Contractor, or any subcontractors performing work under this Agreement, to carry out the requirements set forth in this Agreement shall constitute a breach of contract and, after the notification of the CVRPC funding source, may result in termination of this contract by the CVRPC or such remedy as the CVRPC deems necessary.

7.11 Termination for Cause or for Convenience. In the event the CONTRACTOR materially fails to comply with any term of this Agreement, CVRPC may take one or more of the following actions, as appropriate in the circumstances:

a. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the CVRPC,
b. Disallow all or part of the cost of the activity or action not in compliance,
c. Wholly or partly suspend or terminate the current award for the CONTRACTOR's program,
d. Withhold further awards for the program, or
e. Take any other remedies that may be legally available.

In taking an enforcement action permitted above, the CVRPC will provide the CONTRACTOR with an opportunity for such hearing, appeal, or other administrative proceeding to which the CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

Costs to the CONTRACTOR resulting from obligations incurred during a suspension or after termination are not allowable unless the CVRPC expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs result from obligations which are properly incurred by the CONTRACTOR before the effective date of suspension or termination.

Except as provided above, this Agreement may be terminated by mutual consent of the CVRPC and the CONTRACTOR subject to written termination conditions, including the effective date, and in the case of partial termination, the portion of the Agreement to be terminated, or by the CONTRACTOR upon written notification to the CVRPC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CVRPC determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, the CVRPC may terminate the award in its entirety under the methods described above.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials prepared by the parties under this Agreement shall become the property of the funding source and the CVRPC. The CONTRACTOR and any subcontractor shall be entitled to receive just and equitable compensation for any said work completed on such documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed two (2) counterparts of this Agreement as of the day month and year as first above written.

CVRPC:		**CONTRACTOR:**	
BY:		BY:	
Name:	Bonnie Waninger	Name:	
Title:	Executive Director	Title:	
Date:		Date:	

ATTACHMENT A

Cost Proposal

Sample Engagement Letter

Central Vermont Regional Planning Commission

DATE

NAME
ADDRESS
TOWN, VT ZIP

RE: Scope of Work and Cost Estimate, (PROJECT)

Dear NAME:

The Central Vermont Regional Planning Commission (CVRPC) accepts your proposal for the PROJECT AS ASSIGNED BY CVRPC, dated DATE OF PROPOSAL. The total cost estimate for this work is $APPROVED AMOUNT.

Under the terms of our Master Agreement, dated DATE OF MASTER AGREEMENT, this acceptance letter, your proposal, and the Master Agreement comprise the Transportation Planning and Engineering Services Contract for this project.

We look forward to working with you on this project.

Sincerely,

Bonnie Waninger
Executive Director

cc: MUNICIPALITY

The following portions of Part 1 - Contract Detail are hereby amended as follows:

Part 1 – Contract Detail		
SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addenda ☒ #2018-0X.XX	
Task Amount: $	Task Start Date:	Task End Date:
Total Master Contract Value: $		
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)		
SAM checked for DUNS Suspension and Debarment Exclusions (https://www.sam.gov/portal/public/SAM/. Print Screen Must be Placed in Contract File) Date: Initials: SAM Expiration Date:		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File) Date: Initials: Debarment Expiration Date:		
Risk Assessment: Have any responses provided on the Contractor Risk Assessment changed? (Contractor must verify in writing or via email.) Date: Initials:		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx. Print screen must be placed in contract file)) Date: Initials:		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance annually.) Date: Initials:		
Contract Total Value exceeds $250,000? Yes ☐ No ☐ (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: Initials:		
SECTION 3 – FUNDING SOURCE		
Funding Type: ☐ Federal ☐ State ☐ Other	CFDA #: Contract #: Source:	Program Title:

The portions of Part 1 – Contract Detail not noted above have not been remain as presented in the original Master Agreement.

ATTACHMENT C

Standard Agreement Provisions

REVISED FEBRUARY 27, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Sub-Recipient, 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 property of CVRPC and the State of Vermont 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

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. Federal Requirements Pertaining to All Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the CVRPC and State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CVRPC and State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

2. Other 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, Tile 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.

3. Other Provisions Specific to this Agreement's Source of Federal Funding.

VERMONT AGENCY OF TRANSPORTATION

A. Compliance with Other Laws for Federally Funded Transportation Projects. This Agreement is funded in whole or in part by Federally-assisted programs of the US Department of Transportation, FHWA or VTrans, the Party shall comply with all applicable laws and regulations including:

When applicable, the Party shall comply fully with the OSHA standard for hazardous waste operations and emergency response as found in 29 CFR 1910.120.

During the performance of this contract, the Party, for itself, its assignees, and successors in interest (hereinafter referred to as the "Party") agrees as follows:

1. Compliance with Regulations. The Party (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA and VTrans, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination. The Party, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Party will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Party for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Party of the Party's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Party will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal or state entity to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Party is in the exclusive possession of another who fails or refuses to furnish the information, the Party will so certify to the Recipient or the federal or state entity, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Party's noncompliance with the Non-discrimination provisions of this contract, the CVRPC will impose such contract sanctions as it or the federal or state funding entity may determine to be appropriate, including, but not limited to:

a) withholding payments to the Party under the contract until the Party complies; and/or
b) cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Party will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Party will take action with respect to any subcontract or procurement as the CVRPC or the federal or state entity may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Party becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Party may request the CVRPC to enter into any litigation to protect the interests of the CVRPC. In addition, the Party may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the Party, for itself, its assignees, and successors in interest (hereinafter referred to as the "Party") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex).

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age).

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation

systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38.

9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

ATTACHMENT E

Other Provisions

This is an Architect/Engineer Professional Service Agreement and Attachment C, Paragraphs 8 and 9 are deleted in their entirety and replaced with the following:

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.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

STANDARD CONTRACT

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original ☒	Amendment ☐ #_____	
Contract Amount: $41,443.00	Contract Start Date: 02/08/2018	Contract End Date: 02/07/2023
Contractor Name: Ormsby's Computer Store, Inc.		
Contractor Physical Address: 1755 US Route 302		
City: Berlin	State: VT	Zip Code: 05602
Contractor Mailing Address: 1755 US Route 302		
City: Berlin	State: VT	Zip Code: 05602

Contract Type: Cost Reimbursement ☐ Fixed Price ☐ Other ☒ Portions are Fixed Price and portions are Cost Reimbursement as defined in Attachment B

If this action is an amendment, the following is amended:
Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)

SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns: 146606371

DUNS Registered Name *(if different than Contractor Name above):*

SAM checked for DUNS Suspension and Debarment Exclusions
(https://www.sam.gov/portal/public/SAM/. Print Screen Must be Placed in Contract File)

Date: 2/7/2018 Initials: PD SAM Expiration Date: NA

State of Vermont checked for Debarment Exclusions
(http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File)

Date: 2/7/2018 Initials: PD Debarment Expiration Date: NA

Risk Assessment completed (Questions for contractor at ..\..\..\Forms\Risk Assessment_Contractor Questions.docx. Staff completes assessment at ..\..\..\Forms\Risk Assessment_Contractor.docx. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)

Date: 2/7/2018 Initials: PD

Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx. Print screen must be placed in contract file))

Date: 2/7/2018 Initials: PD

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: 2/8/2018 Initials: PD

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 2/7/2018 Initials: PD

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
[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: 2/7/2018 Initials: PD

Contract Total Value exceeds, or cumulatively may exceed, $250,000? Yes ☐ No ☒
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 2/7/2018 Initials: PD

SECTION 3 – FUNDING SOURCE

Funding Type:	☐ Federal	CFDA #:	Program Title:
	☐ State	Contract #: NA	
	☒ Other	Source: CVRPC Admin	

SECTION 4 – CONTACT INFORMATION

CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Pam DeAndrea Title: Senior GIS Planner Work Phone: (802) 229-0389 Email: deandrea@cvregion.com	Project Contact/Manager Name: Brad Ormsby Title: President Work Phone: (802) 262-1200 Cell Phone (if applicable): Email: brad@ormsbys.com
Finance/Billing Name: Nicole Sancibrian Title: Accounting Contractor Work Phone: 802-229-0389 Email: macbrien@cvregion.com	Finance/Billing Name: Sarah Ormsby Title: Financial Manager Work Phone: (802) 262-1200 Cell Phone (if applicable): Email: sarah@ormsbys.com Address (same as above)

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 Ormsby's Computer Store, Inc. with its principal place of business at 1755 US Route 302, Berlin, VT 056 02 (hereafter called "Contractor"). Contractor's form of business organization is a C corporation. 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 and hardware for replacement of CVRPC's server, server monitoring and maintenance, cloud backup, and general IT support. 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 $41,443.00.

4. Contract Term. The period of contractor's performance shall begin on February 8, 2018 and end on February 7, 2023.

5. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (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 15 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 (not applicable)
Attachment E - Other Provisions (if 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 (not 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)

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

For the CVRPC:		**For the Contractor:**	
Signature:		Signature:	
Name:	Bonnie Waninger	Name:	
Title:	Executive Director	Title:	
Date:		Date:	

ATTACHMENT A

Scope of Work to be Performed

Objective:

The contractor will work with the Central Vermont Regional Planning Commission (CVRPC) to ensure smooth operations and use of its computer systems and provide IT support to CVRPC as outlined in the tasks below. Contractor will do everything possible to minimize down time to CVRPC's server and PCs.

Activity(s) to be Performed and Performance Measures:

Work shall be performed as follows:

Task	Deliverables	Due Date
Task 1: New Server Installation		
Design, assemble and install new server	On-site needs assessment New server installed Backup solution initiated (including Netgear NAS) Replacement battery for APC installed and operating Confirmation of computers, printers and phones access to server completed Confirm remote network access through LogMeIn and email access through Microsoft Office 365 Ensure Symantec SBE protection is operational	03/31/2018
Task 2: IT Support and Server Monitoring and Maintenance		
2a. Provide support for preventative maintenance, troubleshooting, and general IT needs	Routine technical assistance provided Set up new computers as requested by CVRPC Yearly recommendations for maintenance procedures and hardware upgrades	As needed
2b. Assist with QuickBooks reconfiguration	QuickBooks reconfigured	05/31/2018

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. This Agreement includes both fixed price and time and materials based tasks. Work performed will be paid as follows upon submission of an invoice by the Party:

Deliverable	*Fixed-Cost Invoice Amount*	*Actual Cost Basis*
a) On-site needs assessment b) New server installed c) Backup solution initiated (including Netgear NAS and 4 x 3 TB drives for storage) d) Replacement battery for APC e) Confirmation of computers, printers and phones access to server completed f) Confirm remote network access through LogMeIn and email access through Microsoft Office 365 g) Ensure Symantec SBE protection	$8,165.14 for server hardware and backup solution hardware and software	Hourly charge for server installation per proposal. Backup solution storage and software renewal at actual cost.
Server monitoring	$425/quarter for primary or application server for life of Agreement; $350 per quarter for each additional standard server.	
a) Routine technical assistance b) New computer setup c) Yearly recommendations for maintenance procedures and hardware upgrades d) QuickBooks reconfigured		Option to pre-buy block hours or pay as use services per proposal

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 will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Party services (such as telephone calls, copying, mailing costs, meals, lodging) 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.
- Significant developments.

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. 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

Standard Agreement Provisions

REVISED FEBRUARY 26, 2018

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Sub-Recipient, 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.

Party agrees that the State of Vermont shall not be required to submit to binding arbitration or waive its right to a jury trail.

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 and 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 and 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 and the State retains the right to participate at their own expense in the defense of any claim. The CVRPC and the State shall have the right to approve all proposed settlements of such claims or suits.

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, their 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance obligate the CVRPC or the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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 and the State of Vermont.

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. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 14, Location of State Data

Section 16, Fair Employment Practices and Americans with Disabilities Act;
Section 18, Taxes Due the State;
Section 20, Child Support;
Section 22, No Gifts or Gratuities;
Section 24, Certification Regarding Debarment;
Section 34, CVRPC and State Facilities; and
Section 37, State Funded Grants

22. 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 or the State during the term of this Agreement.

23. 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.

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

28. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the CVRPC or the State 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.

29. Force Majeure: Neither the CVRPC, State of Vermont or 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.

30. 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 and State.

31. 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 or State (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. 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 as applicable upon demand at no additional cost to the CVRPC or State in a format acceptable to the CVRPC or State.

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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

☐ **37. State-Funded Grants.** If box is checked, this Agreement is funded in whole or in part by State grant funds. As such, the following additional provisions apply.

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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

CLEAN WATER BLOCK GRANT PROGRAM AGREEMENT
by and between
the Central Vermont Regional Planning Commission
and
the City of Barre, Vermont

Project Name: Pouliot Avenue Stormwater Mitigation

1. Parties: This is an Agreement for program management services between the Central Vermont Regional Planning Commission (PROGRAM MANAGER) and the City of Barre, Vermont (PROJECT RECIPIENT) with its principal place of business at 6 North Main Street, Suite 7, Barre, VT 05641, for the Pouliot Avenue Stormwater Mitigation (PROJECT). This Agreement consists of the provisions stated herein and the attachments itemized below.

2. Subject Matter: The subject matter of this Agreement is to provide the PROJECT RECIPIENT with program management services for the Clean Water Block Grant Program funding for said PROJECT, as specified under SWCRPC's agreement with the Vermont Department of Environmental Conservation (2017-ERP-BG-001) to administer the program.

3. Description of Activities: The PROJECT RECIPIENT agrees to perform, or cause to be performed, the work specified in the SCOPE OF WORK (Attachment A) and BUDGET (Attachment B).

4. Maximum Amount: In consideration of the scope of work specified in Attachment A, the PROGRAM MANAGER agrees to pay PROJECT RECIPIENT, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed $144,000 for documented costs for PROJECT implementation. This maximum sum is based on the Preliminary Project Budget Table in Attachment B.

5. Agreement Term: The period of performance shall begin on April 3, 2018 and end on July 1, 2019.

6. Source of Funds: This Agreement is funded in part or in whole, through the Clean Water Block Grant provided to the Southern Windsor County Regional Planning Commission by the Department of Environmental Conservation's Clean Water Initiative Program.

7. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the PROGRAM MANAGER and PROJECT RECIPIENT. No amendment will be considered without justification to support the amendment request.

8. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.

9. Work Product Ownership: Upon full payment by the State, all products of the Project Recipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Project Recipient.

10. Contact persons for this award:

PROGRAM MANAGER:

Central Vermont Regional Planning Commission: Pamela DeAndrea
Email: deandrea@cvregion.com
Phone: (802) 229-0389

PROJECT RECIEPIENT:

City of Barre: Janet Shatney
Email: PPADirector@barrecity.org
Phone: (802) 477-1465

11. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:

Attachment A – Scope of Work to be performed
Attachment B – Preliminary Budget and Payment Provisions
Attachment C – Final Budget

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

Central Vermont Regional Planning Commission	City of Barre, Vermont
Signature: _____	Signature: _____
Name: Bonnie Waninger	Name: Steven MacKenzie
Title: Executive Director	Title: City Manager
Date: _____	Date: _____

ATTACHMENT A
SCOPE OF WORK

Responsibilities for Each Party Under this Agreement are described below:

PROGRAM MANAGER:

Will be responsible for coordinating with PROJECT RECIPIENT on all Project and Program Administration tasks outlined below for successful implementation of PROJECT as required under PROGRAM MANAGER Sub-grant Agreement with SWCRPC, state-wide CWBG Program Administrator. Tasks will include but are not limited to:

a. Ensure that all appropriate and required State and Federal permits have been obtained.
b. Ensure appropriate procurement policy for implementation of project. PROJECT RECIPIENT(S).
c. Provide project oversight for PROJECT RECIPIENT to include overseeing procurement process, pre-construction meeting, and site visits to ensure that applicable Best Management Practices are followed.
d. Provide program reporting and invoice assistance to PROJECT RECIPEINT to include invoice submission and payment disbursement as detailed in Attachment B.

PROJECT RECIPIENT:

Will be responsible for Project Implementation and coordinating with PROGRAM MANAGER on procurement and implementation activities and on above tasks to include:

a. Project Management including, but not limited to, the following tasks:
    - Project Permitting process (assessment, application, site visit with resource agencies).
    - Draft and release RFP for professional engineering services.
    - Draft and release RFP for contractual construction services.
    - Pre-bid meeting with professional engineering firms.
    - Pre-bid meeting with construction firms with assistance from selected engineering firm.
    - Review of bid proposals and contractor selection and award.
    - Draft contract between the Project Recipient and construction firm.
    - Draft contract between the Project Recipient and professional engineering firm.
    - Conduct project kick-off or pre-construction meeting.
    - Prepare and present final budget based on CWBG to PROGRAM MANAGER.
b. Ensure the selected contractor complies with the prevailing wage as published by the Vermont Department of Labor for any construction project over $100,000 (per 29 V.S.A. § 161).
c. Provide any necessary construction oversight.

d. Provide all necessary documentation for invoicing and program reporting to PROGRAM MANAGER including required match in a timely manner.
e. Prepare an Operations and Maintenance Agreement (O&M) to ensure that each project is maintained for a minimum of 10 years.

ATTACHMENT B
BUDGET AND PAYMENT PROVISIONS

A. General. The PROGRAM MANAGER agrees to reimburse the PROJECT RECIPIENT for project implementation costs up to the maximum amount as provided below in the Preliminary Budget Table provided such expenses are for activities allowable and within the scope of the agreement.

B. Budget. The Preliminary Budget Table is based on currently available estimates. Upon selection of engineers and contractors, the PROJECT RECIPIENT will submit a final budget to supersede the Preliminary Budget Table. This will be the final budget (Attachment C) to this agreement upon which reimbursement and match will be determined.

C. Payment Procedures for SUB-GRANTEE. **This grant is a cost-reimbursable grant**. Requests for reimbursement and related documentation must be submitted by the PROJECT RECIPIENT to the PROGRAM MANAGER for processing.

1. Invoicing for Project Implementation activities must be accompanied by contractor invoices and other documentation of deliverables or proof of work as requested by the PROGRAM MANAGER.
2. All invoices must be signed by PROJECT RECIPIENT to certify accuracy of costs.
3. PROJECT RECIPIENT must track all applicable in-kind and cash match related to the PROJECT implementation and submit to PROGRAM MANAGER along with appropriate support documentation with each invoice reimbursement request.

D. Cost Overruns and Contractor Fees.

1. Construction cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
2. Interest charges for late payment of a contractor invoice is not an eligible expense under this agreement.

E. Other Provisions.

Sufficient Progress: Sufficient progress will be measured by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Deadlines: Scope of work deadlines are firm and most cannot be modified for any reason. Failure to complete deliverables by the deadlines may result in forfeiture of some or all of PROJECT RECIPIENT'S payments and/or cancellation of the agreement. No modifications to deadlines are allowed without prior approval of SWCRPC.

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, Certificate of Completion, and final financial report and match documentation.

OMB Uniform Guidance Audit: If PROJECT RECIPIENT is required to have an audit under the new OMB Uniform Guidance, PROJECT RECIPIENT is to report to the PROGRAM MANAGER the audit, findings, and Management Response Letter including corrective actions within 6 months after the end of PROJECT RECIPIENT's fiscal year.

Preliminary Project Budget Table:

Match (Other Resources)	**Type**	**Amount**	**Status**
Municipality	In-Kind	$36,000	
Municipality	Cash		
Other			

Activity	**Description**	**CWBG Amount**	**Match**	**Total Activity Costs**
Engineering		$12,000	$3,000	$15,000
Construction		$116,000	$29,000	$145,000
Other	Construction Oversight	$16,000	$4,000	$20,000
Total Costs		$144,000	$36,000	$180,000
Percentage of Total		80%	20%	

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont 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 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 State with regard to its performance under the Agreement.
Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State 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.

5. No Employee Benefits For Party: The Party understands that 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 State employees, nor will 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 State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity: The Party shall defend the State and its 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 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event 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 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 State and its officers and employees in the event that 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 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.

8. 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 State 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 State.

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:

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

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 State of Vermont and its 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 State of Vermont and its 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 State.

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

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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. **Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. **Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. 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 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.

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.

15. 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.

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 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.

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

18. 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.

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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.

21. 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.

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

23. 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.

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

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State 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.

26. Force Majeure: Neither the State 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.

27. Marketing: Party shall not refer to the 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 State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State 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 a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State 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.

29. Continuity of Performance: In the event of a dispute between the Party and the State, 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.

30. 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 State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. 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. 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)

Central Vermont Regional Planning Commission

MEMO

Date: February 28, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Updates

WRIGHTSVILLE BEACH RECREATION DISTRICT CONTRACT

The contract for Administrative Services between WBRD and CVRPC is fully executed. The next milestone is for WBRD to develop internal controls by June 30, 2018.

HIRING PROCESS

Office Manager: CVRPC received 114 applications. Seven candidates were offered a first interview. Two candidates were invited to participate in a second interview with the full staff. Reference checks are underway. Staff hopes to make an offer by March 9. Both candidates stated they could begin work one week after an offer was accepted.

Finance Manager: CVRPC received seven (7) applications. Two candidates were offered first interviews. Both candidates withdrew from the hiring process after accepting other positions. There are no other viable candidates in the current application pool.

Given the lack of qualified applicants, staff recommends the Commission continue contracting for accounting services.

⌦ **ACTION REQUESTED:** Authorize staff to contract for accounting services. The period of performance would be July 1, 2018 through September 1, 2021.

Central Vermont Regional Planning Commission

DRAFT 03/06/18

Conflict of Interest Policy

Adopted by the Board of Commissioners _____/_____/_____

Preamble

A public official must exercise his or her authority solely for the benefit of the public and, in fact, stand in a fiduciary relationship to the public. He or she is held by the law to a most rigid standard with respect to any activity which places his or her individual interest in a position where collision with public responsibility becomes possible. The law requires that not only must public officials actually separate private interests from public responsibility, but must also give every appearance of this separation.

This Policy applies in the event a Commissioner, employee or agent (herein described collectively as "Party") of the Central Vermont Regional Planning Commission (Commission) has a personal or fiduciary relationship with any individual, partnership, firm or corporation seeking to contract with the Commission, or to provide materials or labor thereto, or has a personal or fiduciary interest in a project or in a project before Act 250 or other regulatory board where the Commission is a party.

Definition

Conflict of Interest. "Conflict of interest" means a personal or pecuniary interest of a Party. Such a conflict would arise when:

1) a Party of the Commission,
2) any member of his or her immediate family,
3) his or her partner, or
4) an organization which employs or is about to employ any of (1) through (3) above,

have a financial or other interest in or a tangible personal benefit in the outcome of any particular matter pending before the Commission, including the award of contracts and sub-contracts.

A real conflict of interest exists when a private interest exists leading to a personal benefit or gain. An apparent conflict of interest exists when there is a perception that a conflict of interest exists leading to a personal benefit or gain.

Commissioner. "Commissioner" means a member of the Central Vermont Regional Planning Commission's Board of Commissioners. Alternate Commissioners are considered "Commissioners" for purposes of this Policy.

Agent. An "Agent" is a party that has express (oral or written) or implied authority to act for the Commission so as to bring the Commission into a contractual relationship with another party. An agency is under the control (is

obligated to) the Commission, and when acting within the scope of his or her authority delegated by the Commission binds the Commission with his or her acts.

Code of Conduct

Parties of the Commission must take all reasonable steps to avoid any action or circumstance, whether or not strictly prohibited by this code, which might result in, or create the appearance of:

1. undermining their independence or impartiality of action;
2. taking official action on the basis of unfair considerations, unrelated to the merits of the matter;
3. giving preferential treatment to any interest on the basis of unfair considerations, unrelated to the merits of the matter;
4. using public office for the advancement of personal financial interests;
5. using public office to secure special privileges or exemptions; or
6. affecting adversely the confidence of the public in the integrity of affairs of the Commission.

Party's of both the Commission and the Commission's sub-grantees will neither solicit nor accept gratuities, favors, or anything of monetary value (excluding calendars, pens, and other nominal items) from contractors, potential contractors, or parties to sub-agreements. In these cases, the gift must be disclosed to the Commission's Executive Director, or in the case of the Executive Director, to the Commission Chair.

Commissioners are appointed by a municipal elected body to represent the interests of that municipality. Once appointed to the Board, Commissioners have a legal obligation to make decisions in the best interest of the Central Vermont Regional Planning Commission. A Commissioner's municipal perspective is an important part of those decisions. The Board of Commissioners has determined that Commissioners participating in discussions or decisions regarding the municipalities they represent does not constitute a conflict of interest because the Commissioner role functions in the public interest rather than a personal interest.

Upon joining the Commission or at the beginning of each fiscal year, Parties will review and sign this Policy to indicate that they have read, understood, and agree to comply with it. Failure to sign the Policy will result in the individual or organization being barred from discussion and voting on Commission business and/or other sanctions imposed by the Commission.

Commissioner, Employee or Agent Actions

In the event a real or apparent conflict of interest, as herein defined, does or would result, the Party must, regardless of contract amount, act as follows:

1) state on the record the nature of his or her interest,
2) refrain from all formal or informal discussion with any other Parties with respect to such contract or project, and
3) must not vote on the question of its issuance or approval or disapproval.

Employee disclosure, actions, and sanctions are governed by the Commission's Personnel Policies. Agents must disclose such interest to the Executive Director immediately, either verbally or in writing, and must not be involved further in the question of the contract issuance.

No Party of the Commission may participate in the selection, award, or administration of a contract supported by a Federal or State award if he or she has a real or apparent conflict of interest. The Commission must disclose in

Comment [BW1]: These definitions can be removed, if desired.

Comment [BW2]: Language of this paragraph is required under 2 CFR §200.318. The Commission could establish a monetary value for nominal gifts, such as $25 or $50.

Comment [BW3]: Proposed language to address concerns about the role of Commissioners in matters pertaining to their municipality.

Comment [BW4]: Does the Committee believe this is the appropriate sanction?

Comment [BW5]: Federal language required under 2 CFR §200.318. Best practice is to include "State" since state policies often mirror federal policy.

writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

Resolving Conflicting Interests

In the event a Commissioner or member of a Commission committee or workgroup is uncertain whether he or she has a conflict of interest in any matter or is challenged in any matter, the Board of Commissioners or the Committee or workgroup in which the Party is involved, must state for the record its position as determined by roll call vote.

The Board of Commissioners has the ultimate authority over conflict of interest decisions for the Commission's committees and workgroups. It may negate a decision made by a committee or workgroup if it votes to override a conflict of interest decision made by those groups at its next meeting. Staff must appraise the Commission of any conflict of interest decisions made by a committee or workgroup.

The Commission's Personnel Policies govern resolution of conflict of interests regarding employees. In the event an Agent is uncertain or is challenged, the Executive Director determines whether a conflict of interest exists.

Sanctions

If a Party subject to this Conflict of Interest Policy violates the Policy, the following sanctions will apply:

1) Commissioner. Violations of this Policy by a Commissioner may result in removal from office. The Commission must make written report of a violation of this Policy to the governing body of the municipality the Commissioner represents. Additionally, the Commissioner may be removed temporarily or barred permanently from participating in the committee, project workgroup, or other Commission interest related to the conflict.

2) Employee. All employees are subject to the Commission's Personnel Policies. The Policies may provide additional guidance and standards for employee conduct in regards to conflicts of interest. Violations of this Policy or supplemental conflict of interest and code of conduct information in the Personnel Policies by employees will result in disciplinary actions as described in the Commission's Personnel Policies.

3) Agent. Violations of this Policy by an agent may result in removal from agent status. The Commission will document the violation in writing and maintain such documentation in the organization's files for future reference. Depending on the nature and extent of violation, an agent may be removed temporarily or barred permanently from acting on the Commission's behalf.

Comment [BW6]: 2 CFR §200.318 requires that the Commission define disciplinary actions it will impose if this Policy is violated by any Party.

Acknowledgement

I acknowledge that I have read, understood, and agree to comply with this Policy.

_____
Printed Name

_____ _____
Signature Date

DRAFT

Central Vermont Regional Planning Commission

MEMO

Date: March 2, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FFY18 Transportation Planning Initiative (TPI) Budget Adjustment

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☒ **ACTION REQUESTED:** Approve the FFY18 TPI Budget Adjustment.

For RPC TPI agreements, final expenses must be within 10% of budgeted amounts. Staff examined spending patterns on CVRPC's agreement. Staff and the Transportation Advisory Committee (TAC) recommend CVRPC make adjustments to meet program requirements. The following table summarizes the adjustments:

Task	Task Description	Approved	Amended	Difference	% Change
Task 1	Administration	$27,185	$27,178	($7)	-0.02%
Task 2	Public Participation & Coordination	$43,105	$43,105	$0	0.00%
Task 3	Long Range Planning	$29,343	$29,343	$0	0.00%
Task 4	Short Range Planning	$100,528	$106,097	$5,569	5.54%
Task 5	Project Development	$26,209	$20,647	($5,562)	-21.22%
Task 6	Other Planning	$5,000	$5,000	$0	0.00%
	TOTAL	**$231,370**	**$231,370**	($0)	

The budget adjustment converts $15,000 in staffing funds to contractor services. This will permit CVRPC to complete a scoping study for the Stowe Street Bridge in Waterbury. Waterbury will contribute staff assistance and funding to the project. The TAC selected the project as its top priority for RPC funding this year.

Details on the budget adjustment are attached. Items in red text on Exhibit 4 show specific areas where staff hours or expenses have been reduced to increase contractual services.

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	$27,178
Task 2	Public Participation and Coordination	$43,105
Task 3	Long Range Transportation Planning	$29,343
Task 4	Short Range Transportation Planning	$106,097
Task 5	Project Development Planning	$20,647
Task 6	VOBCIT Technical Support	$5,000
Total		$231,370

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY18	Total Hours	Total Cost
Executive Director	$53.41	260	$13,887
Program Manager	$37.70	1,236	$46,611
GIS Senior Planner I	$38.23	158	$6,040
GIS Planner I	$32.77	610	$19,990
Land Use Planner III	$36.41	44	$1,611
Finance & Office Manager	$37.95	20	$759
Emerg Mngmt Planner III	$32.04	15	$481
Land Use Senior Planner II	$41.12	0	$0
Planning Technician I	$14.06	512	$7,199
Planning Technician II	$14.06	220	$3,093
Total		3,076	$99,670

Indirect Costs	**99.84%**		
RPC Staff Position	**of Hourly Rate**	**Total Hours**	**Total Cost**
Executive Director	$53.32	260	$13,864
Program Manager	$37.64	1,236	$46,536
GIS Senior Planner I	$38.17	158	$6,031
GIS Planner I	$32.72	610	$19,958
Land Use Planner III	$36.35	44	$1,609
Finance & Office Manager	$37.89	20	$758
Emerg Mngmt Planner III	$31.99	15	$480
Land Use Senior Planner II	$41.05	0	$0
Planning Technician I	$14.04	512	$7,187
Planning Technician II	$14.04	220	$3,088
Total		**3,076**	**$99,511**

Direct Costs	**Total Cost**
Contractual	$21,000
Travel	$5,250
Supplies	$1,410
Equipment	$0
Meetings	$1,773
Data & References	$106
Postage	$50
Copy/Print	$1,500
Advertising	$1,100
Total	**$32,189**

Fund Allocation			
Task	**Task Description**	**CVRPC Share[1]**	**VTrans Share[2]**
Task 1	Program Administration	$2,718	$24,460
Task 2	Public Participation and Coordination	$4,311	$38,795
Task 3	Long Range Transportation Planning	$2,934	$26,409
Task 4	Short Range Transportation Planning	$10,610	$95,487
Task 5	Project Development Planning	$2,065	$18,582
Task 6[3]	VOBCIT Technical Support	0	$5,000
Subtotal by Share		**$22,637**	**$208,733**
Agreement Total			**$231,370**

Notes:

[1] CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

[2] VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the

[3] VTrans agreed to cover the 20% match for this task.

Exhibit 4: Time-Task-Cost Summary

A. Personnel (Hours)

Task #	Task Description	Exec Dir	Transpo Program Mngr	GIS Sr Planner 1	GIS Planner I	Land Use Sr Planner III	Fin/Off Mngr	Emerg Mngmt Planner II	Land Use Sr Planner II	Planning Tech I	Planning Tech II	**Total Hours**
1	Administration	20	150	5	10		20					**205**
2	Public Participation & Coordination	90	330	30	60	20		15				**545**
3	Long Range Transportation Planning	100	200	30	20							**350**
4	Short Range Transportation Planning	40	300	53	500	24				500	200	**1,617**
5	Project Development Planning	10	190	40	20					12	20	**292**
6	VOBCIT Technical Support		66									**66**
	Total	**260**	**1,236**	**158**	**610**	**44**	**20**	**15**	**0**	**512**	**220**	**3,076**

B. Direct Costs ($)[1]

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	**Total**
1	Administration		$5,250	$1,410		$1,773	$106	$50	$1,500	$1,100	**$11,189**
2	Public Participation & Coordination										**$0**
3	Long Range Transportation Planning										**$0**
4	Short Range Transportation Planning	$21,000									**$21,000**
5	Project Development Planning										**$0**
6	VOBCIT Technical Support										**$0**
	Total	**$21,000**	**$5,250**	**$1,410**	**$0**	**$1,773**	**$106**	**$50**	**$1,500**	**$1,100**	**$32,189**

1400

C. Cost Proposal Summary ($)

Task #	Task Description Hourly Rate	Exec. Dir. $53.41	Transpo Program Mngr $37.70	GIS Sr. Planner I $38.23	GIS Planner I $32.77	Land Use Planner III $36.41	Fin/Off Mngr $37.95	Emerg Mngmt Planner II $32.04	Land Use Sr. Planner II $41.12	Planning Tech I $14.06	Planning Tech II $14.06	**Total**	**Indirect**	**Direct**	**Total Costs**
1	Administration	$1,068	$5,655	$191	$328	$0	$759	$0	$0	$0	$0	**$8,001**	**$7,988**	**$11,189**	$27,178
2	Public Participation & Coordination	$4,807	$12,441	$1,147	$1,966	$728	$0	$481	$0	$0	$0	**$21,570**	**$21,535**	**$0**	$43,105
3	Long Range Transportation Planning	$5,341	$7,540	$1,147	$655	$0	$0	$0	$0	$0	$0	**$14,683**	**$14,660**	**$0**	$29,343
4	Short Range Transportation Planning	$2,136	$11,310	$2,026	$16,385	$883	$0	$0	$0	$7,030	$2,812	**$42,583**	**$42,514**	**$21,000**	$106,097
5	Project Development Planning	$534	$7,163	$1,529	$655	$0	$0	$0	$0	$169	$281	**$10,332**	**$10,315**	**$0**	$20,647
6	VOBCIT Technical Support	$0	$2,502	$0	$0	$0	$0	$0	$0	$0	$0	**$2,502**	**$2,498**	**$0**	$5,000
	Total	**$13,887**	**$46,611**	**$6,040**	**$19,990**	**$1,611**	**$759**	**$481**	**$0**	**$7,199**	**$3,093**	**$99,670**	**$99,511**	**$32,189**	**$231,370**

	Agreement Total	**$231,370**

99.84%	**Indirect Rate**										**Total Employee Indirect**
	Indirect per employee	$13,864	$46,536	$6,031	$19,958	$1,609	$758	$480	$0	$7,187	$3,088	**$99,511**

Notes

[1] Contractual: Audit services, engineering services as needed for problem evaluation, professional editor
Travel: Mileage, transportation, parking, lodging, per diem
Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning
Equipment: Counting and inventory equipment, computers used for transportation planning
Meetings: Meeting room space, other associated costs, conference / workshop fees
Data / Ref: Reference materials
Postage: Large packages, special mailings
Copies / Printing: Reproduction costs, including photocopies ($0.05 b&w; $1.0 color) and outside print/copy services
Advertising: Advertising, legal notices

Approved:_____, 2018

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Executive Committee

DRAFT Minutes

February 5, 2018

Present:

☒ Julie Potter	☒ Laura Hill-Eubanks	☒ Michael Gray
☒ Dara Torre	☒ Steve Lotspeich	☒ Don La Haye
☐ Byron Atwood		

Staff: B. Waninger
Guests: None

Chair J. Potter called the meeting to order at 4:05 pm.

Adjustments to the Agenda

J. Potter requested updates on contracts for the Wrightsville Beach Recreation District and Cross Vermont Trails Association and for the Office Manager and Financial Manager hiring process. B. Waninger requested an Advance Notice To Proceed approval for IT Services be added to the agenda under Contract Approvals.

Public Comment

None.

Updates

Waninger reported that the Cross Vermont Trail Association contract for administrative services has been executed. The Wrightsville Beach Recreation District Board voted to approve the contract with CVRPC with minor changes, such as moving the date for reviewing contract costs forward one month to November. Jon Copans is making those changes.

Waninger reported CVRPC received nearly 100 applications for the Office Manager position. Roughly 20 applications were flagged as having interview potential. Staff is reviewing those applications now. CVRPC received roughly 10-15 applications for the Finance Manager position. Only four applications were flagged as having interview potential. Staff will review those applications after setting interview for the Office Manager.

Consent Items

L. Hill-Eubanks moved to approve the consent items as presented; S. Lotspeich seconded. Motion carried with abstentions from M. Gray and D. La Haye, who were not at the meeting.

Financial Report

B. Waninger noted Nicole Sancibrian had provided revised financials immediately prior to the meeting. The Commission's Net Income changed slightly. The Commission is on track for meeting its financial goals for the year. Waninger highlighted indirect cost recovery in FY2017, and at the Committee's request discussed how these costs are recovered in future years.

Contract/Agreement Authorization

M. Gray moved to authorize the Executive Director to sign the revised contract amendment with Nicole Sancibrian as presented; D. La Haye seconded. Motion carried.

Waninger provided a printed copy of materials sent earlier in the day related to the Ormsby's contract for IT services. Staff is requesting permission to sign a Notice to Proceed in advance of a contract being executed. The advance notice is required to insure the contractor can meet the deadline for installing a new server. The Executive Committee would review the actual contract for approval in March.

S. Lotspeich moved to authorize the Executive Director to sign a Notice to Proceed with Ormsby's Computer Systems for IT Services; M. Gray seconded. Motion carried.

Engaging in Discussion of the Future of Act 250

Waninger reviewed a proposal by staff to develop CVRPC's input into modernizing Act 250. She noted that engaging Commissioners in statewide policy development was an FY18 activity in CVRPC's 5-Year Strategic Goals. By consensus, the Committee agreed it was important to participate in the process. It requested that information about CVRPC's participation be included in the Executive Director report.

Policies and Procedures

Conflict of Interest: The Committee continued its discussion of conflict of interest and whether advocacy on behalf of a municipality should be defined as having personal gain/benefit. Considerable time was spent discussing what activities are ethics-based versus which may be conflicts of interest. Staff recommended the Commission specifically address this issue in the policy so Commissioners and committees have a basis for decisions. The Committee directed staff to work with the Vice Chair to craft language for inclusion in the draft policy.

Nominating Committee

The Committee discussed Commissioners that might be recruited to serve on the Nominating Committee. The Vice Chair will solicit interest in advance of the Commission meeting.

FY2017 Audit Agency of Commerce Response

D. Torre moved to approve the draft letter as presented; M. Gray seconded. Motion carried.

Commission Meeting Agenda

L. Hill-Eubanks moved to approve the Commission agenda as presented; D. Torre seconded. Motion carried.

DRAFT

Executive Session

Legal: The Committee discussed a confidential informational briefing memo. The Committee elected to remain in open session to receive an update from staff. Staff discussed progress on discharging a mortgage associated with the 1986 Marshfield-Cabot Community Improvement Program. CVRPC acted as project manager for the project. The transactional parties requested CVRPC represent to the Town whether there are, or are not, any obligations running from the original mortgage lien to CVRPC. This would assist the Town in making a decision whether to discharge the mortgage.

Staff conducted file research, consulted with CVRPC's attorney, and secured a letter from the State regarding its interests in the project. The Executive Director will meet with the Cabot Selectboard on February 6. If the Selectboard acknowledges it has no interest in the loan and mortgage and consents to CVRPC's execution of documents to that effect, CVRPC can sign the affidavit requested from the transactional parties. The Executive Committee was in consensus that staff could sign the affidavit and that a motion to that effect was not required.

Personnel: *S. Lotspeich moved to enter Executive Session at 6:17 pm to discussion a personnel evaluation; D. La Haye seconded. Motion carried.*

M. Gray moved to exit Executive Session at 7:02 pm; L. Hill-Eubanks seconded. Motion carried.

No action was taken.

Adjourn

D. La Haye moved to adjourn at 7:03 pm; D. Torre seconded. Motion carried.

DRAFT

Central Vermont Regional Planning Commission

BOARD OF COMMISSIONERS

March 13, 2018 at 7:00 pm

Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

AGENDA

Page	Time[1]	Description
	7:00	**Adjustments to the Agenda**
		Public Comments
	7:05	**Central Vermont Economic Development Corporation Report**, *Jamie Stewart*
	7:20	**Regional Energy Plan**, *Eric Vorwald* (enclosed)[2]
		Follow-up from February meeting on interpretation of energy planning standards.
	7:35	**Project Tour: Town Web Maps**, *Pam DeAndrea*
		Explore CVRPC's service to make town data more accessible
	7:50	**Plan Central Vermont**, *Eric Vorwald* (enclosed)
		– Substantial Regional Impact definition
	8:25	**Program Tour: Central Vermont Brownfields Program**, *Clare Rock*
		Solving a redevelopment puzzle one challenge at a time
	8:40	**Nominating Committee Report**, *Don La Haye*
		Presentation of initial slate of candidates for Executive Committee
	8:45	**Meeting Minutes – February 13, 2018** (enclosed)[2]
	8:50	**Reports** (enclosed)
		Updates and Commissioner questions on Staff, Executive Director, and Committee Reports
	8:55	**Legislative Update**, *Bonnie Waninger*
	9:00	**Adjournment**

[1] Times are approximate unless otherwise advertised.
[2] Anticipated action item.

DRAFT