



EXECUTIVE COMMITTEE

Special Meeting

Tuesday, March 12, 2019 at 6:45 pm

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

Page **AGENDA**

- | | | |
|----------|-------------------------|---|
| | 6:45¹ | Adjustments to the Agenda |
| | | Public Comment |
| 2 | 6:50 | Contract/Agreement Authorization (enclosed)² |
| | | a) Department of Environmental Conservation – Plainfield Health Center Stormwater Mitigation Final Design |
| | | b) To Be Determined – Audit Services FY19-FY21 |
| | 7:00 | Adjourn |

Next Meeting: Monday, April 1, 2019

¹ All times are approximate unless otherwise advertised



MEMO

Date: March 6, 2019
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANT AND SERVICE AGREEMENTS RECEIVED

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

Vermont Department of Environmental Conservation – Plainfield Health Center Stormwater Mitigation Final Design

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

Scope of Work: Complete final design for a project to address stormwater runoff contributing to an eroding gully at the Plainfield Health Center and to mitigate the gully. The stormwater comes from the Health Center, its associated parking lots and driveway, and drainage collected from High Street (Route 2) and Towne Avenue. The project includes coordinating with the Plainfield Selectboard, the Health Center, and the landowners.

Funding: \$22,839

Funding Source: VT Department of Environmental Conservation

Performance Period: Upon signature (estimated 03/18/19) – 07/30/20

CVRPC Staff: Pam DeAndrea

Note: This project was identified in the 3-Town Stormwater Master Plan for Plainfield, Barre Town and Barre City, which CVRPC completed in January 2018.

CONTRACTS WRITTEN

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

XXXXXXXXXX –Audit Services FY19-FY21

Scope of Work: Conduct CVRPC’s annual audit in accordance with federal requirements. The scope includes services for FY19 with annual renewals for FY20 and FY21 at CVRPC’s request.

Funding:

Contract Amount: To be provided at meeting (~25-30,000 over 3 years)

Funding Source: Administration (recover cost through indirect rate)

Performance Period: 04/01/19 – 12/31/20

CVRPC Staff: Bonnie Waninger, Nancy Chartrand, Nicole Sancibrian (Contracted Accountant)

Note: Proposals are due on March 7. The contractor name will be provided at or before the Executive Committee meeting on March 12.

FOR INFORMATION ONLY

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

GRANT AND SERVICE AGREEMENTS RECEIVED

None.

CONTRACTS WRITTEN

None.

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 2019-ERP-D-2-05		² Original	Y	Amendment #		
³ Grant Title: Plainfield Health Center Stormwater Mitigation Final Design						
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$22,839		⁶ Total Award Amount: \$22,839		
⁷ Award Start Date: on final signature		⁸ Award End Date: 7/30/2020		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission				
¹² Grantee Address: 29 Main Street, Suite 4						
¹³ City: Montpelier			¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Environmental Conservation					¹⁷ Business Unit: 06140	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ 600 Description:				
²⁰ If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>						

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #:		²² Indirect Rate: %		²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format):		(Approved rate or de minimis 10%)		²⁵ R&D:	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund				Fund - 21932
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds		\$22,839	\$22,839	Fund- 31500

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	Required Federal Award Information		
					³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All		\$0.00	\$22,839	\$22,839			

SECTION IV - CONTACT INFORMATION

⁴⁰ STATE GRANTING AGENCY	⁴¹ GRANTEE
NAME: Shalini Suryanarayana	NAME: Pamela DeAndrea
TITLE: Grants Management Specialist	TITLE: Senior GIS Planner
PHONE: 802-461-6175	PHONE: (802) 229-0389
EMAIL: Shalini.suryanarayana@vermont.gov	EMAIL: deandrea@cvregion.com



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and the Central Vermont Regional Planning Commission with principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for services generally on the subject of the Plainfield Health Center Stormwater Mitigation Final Design project. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay the Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed 97% of the total project cost with the maximum award amount not to exceed \$22,839. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval from the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. Source of Funds: State funds.
8. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end by July 30, 2020.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. Fiscal Year: The Grantee's fiscal year starts 1 Jul and ends 30 Jun.
12. 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.

13. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A – 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 Template
- Attachment F – Request for Approval to Subgrant/Subcontract

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

STATE OF VERMONT

By:

Commissioner

Dept of Environmental Conservation

Date: _____

N.K.

D.P.

GRANTEE

By:

Name: (Print) _____

Title: _____

Date: _____

Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

As part of the State's Clean Water Initiative Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee \$22,839 to implement the Plainfield Health Center Stormwater Mitigation Final Design project, which will serve to address stormwater runoff contributing to an eroding gully at the Plainfield Health Center and produce a final design to mitigate the gully, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal.

Performance Measure(s) for this Grant:

Number of final (100%) designs completed: 1

Scope of Work:

This project is located at the Plainfield Health Center in Plainfield, Vermont. The Grantee will address the stormwater that comes from the Plainfield Health Center and associated parking lots and driveway and drainage collected from High St (Route 2) and Towne Ave. The Grantee will complete a final design to reduce future stormflows from causing more erosion and the gully from increasing in size. The concept for this site includes a series of step pools separated by gabion weirs below the outlets, as well as regrading and bioengineered slope stabilization. The project outcome will be a final design that would provide the necessary means for moving forward with landowner, community and State approval for implementation to address the stormwater input problem and arrest the headcutting gully.

The Grantee will start the project by bringing all stakeholders (the Grantee, Town of Plainfield, Plainfield Health Center, and landowner) together to agree on the preliminary design and hire a qualified consultant from contractors selected during the Grantee's recently released RFQ for Planning and Engineering Services. The Grantee will issue a request for proposals from one or more of these contractors for this project. Upon approval from the State, the Grantee will oversee the following:

1. A kickoff meeting with stakeholders
2. Complete 60% design and revised construction budget
3. Present design to Plainfield Selectboard, Health Center, and landowner
3. Complete 90% design and revised construction budget
4. Present design changes, if any, to Plainfield Selectboard, Plainfield Health Center, and landowner
5. Complete 100% design for later implementation

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, and estimated deadlines associated with this grant are outlined in the table below. The Grantee is also required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions, and results. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable listed in the table below. The Grantee shall submit a Request for Approval to Subcontract Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

	Milestone	Deliverable(s)	Due Date	Amount of Budget Used by this Date
1	Project initiated; determination of required permits	Subapproval form, Scoping meeting, Documentation of required permits for project implementation, indicating potential challenges/conflicts for obtaining permit (if applicable) and project locator map	June 28, 2019	\$5,000
2	Determination of O&M responsible party	Documentation of O&M responsible party once project is implemented	August 30, 2019	\$10,000
3	100% design complete	Final Design Report (includes synthesis of prior completed project deliverables, 100% designs, written documentation of landowner commitment intent to implement project or written documentation of non-committent explaining why intent for implementation has changed, and final cost-estimate with a level of effort document)	February 28, 2020	\$5,555
4	Project complete	Final Performance Report including BMP reporting (indicate BMP status as designed); press release	June 30, 2020	\$2,284

The detailed grant budget and a complete list of allowable budget categories can be found on Form 430 in the following pages.

Attachment B

Payment Provisions

See Payment Schedule in Attachment A

This grant is a cost-reimbursable grant. Payments made to the grantee by the State are based on the submittal of invoices including a date range in which activities on this grant were undertaken. Grantees are required to keep documentation of all expenses reported to the State on the invoice, but are not required to submit those documents with each invoice. The State reserves the right to ask for expense documentation upon request. Invoices must be submitted on the attached Form 430. Submission of match documentation using Form 430-M (see Attachment D) is required at the time of project completion for the balance of the total project cost. Budget modifications in any category that are at or above 10% of the entire grant value will require State approval prior to finalizing any budget alterations or expending said funds.

The State will measure sufficient progress 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.

Risk-Based Assessment:

Risk Level: **LOW**

Risk Level	Monitoring Requirements
Low	- Final performance report required.
Moderate	- Grantee is required to submit a biannual progress report(s). Progress report(s) must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an audit under the new OMB Uniform Guidance, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Grantee shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,
☐ Include a copy of all receipts for costs requested for reimbursement.
☐ Other:

Other Provisions

Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: Shalini Suryanarayana

Department: ANR Department of Environmental Conservation

Address: One National Life Drive – Davis 2, Montpelier, VT 05620-3522

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.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds*(Form must be completely filled out before payment will be released)*

Submit form, along with associated deliverables to Grant Management Specialist
 Shalini Suryanarayana (shalini.suryanarayana@vermont.gov) and
 copy Technical Project Manager, Helen Carr (helen.carr@vermont.gov)

Grantee Name: Central Vermont Regional Planning Commission

Grant #: 2019-ERP-D-2-05

Purchase Order #: 8590

Payment#:

Amount Requested:

Detailed Grant Budget:

Budget Category	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
Personnel	\$1,540				
Fringe Benefits	\$770				
Travel	\$25				
Equipment	\$0				
Supplies	\$0				
Contractual	\$17,640				
Indirect	\$2,864				
Total	\$22,839				\$600

Approvals for Payment

Grantee _____ Date _____

Grantee's Title _____

The Grantee certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement. The Grantee agrees to produce, on request, the source documents upon which this invoice is based.

State's Project Manager: _____ Date: _____

The Grant Manager has reviewed the financial and work plan reports submitted to date and finds they are in accordance with the grant agreement..

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

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 this 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.

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 if 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.

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 under this Agreement obligate 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.

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 this 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:

- 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 this Agreement, 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. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

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 this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

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 this Agreement is signed, he/she:

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

24. 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.

25. 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.

26. 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.

27. Termination:

- 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in

accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

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 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 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

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)

Attachment D Other Grant Agreement Provisions

- 1. 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>
- 2. 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.
- 3. 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>
- 4. 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.
- 5. 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 InformationOrganization: Central Vermont Regional Planning CommissionGrant Number: 2019-ERP-D-2-05Title: Plainfield Health Center Stormwater Mitigation Final Design

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: Stormwater - Final Engineering Design

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:	

Before and After Project Photos for Implementation/Equipment Purchase Projects: Attach photos as JPEG images, minimum resolution of 300ppi (pixels per inch) and submit with this form. In addition, if your project required a Clean Water Projects Sign, please include a photo of the sign at the site during construction.

Summary of work completed:

Vermont DEC - Ecosystem Restoration Grant Program
Stormwater Best Management Practice (BMP) Project Final Report

This form is required for all projects that completed the design or implementation of a structural Best Management Practice (BMP). This report pertains to mainly stormwater BMPs. Complete a separate report for each BMP implemented within the scope of your project.

Project Information

1. Project name: **Plainfield Health Center Stormwater Mitigation Final Design**
2. Grant Number: **2019-ERP-D-2-05**
3. Indicate if this a design or implementation project: **Final Design**

BMP Information

4. Please check one BMP type that is most closely describes the BMP implemented. See BMP Definitions and Storage Capacity Guidance on the [website](#) for definitions of BMP types.

Storage BMPs:

- ☐ Bioretention with underdrain
- ☐ Extended dry detention pond
- ☐ Grass swale
- ☐ Gravel wetland
- ☐ Sand filter
- ☐ Wet pond
- ☐ Porous pavement¹ (*with under-liner and/or underdrain*)

¹If you chose porous pavement, please enter the Filter Course Depth: _____ inches

Infiltration BMPs²: ___ Infiltration trench
 ___ Infiltration basin
 ___ Surface infiltration
 ___ Infiltrating bioretention
 ___ Porous pavement with infiltration (*no under-liner or underdrain*)

2. If you chose any of the above infiltration BMPs, please enter the infiltration rate of the underlying soil: _____ inches/hr.

5. BMP Center Point Latitude and Longitude: _____, - _____
(Decimal degrees with five decimal places)

6. BMP storage volume: cubic ft (see storage volume guidance form on website)

Land Use Information

7. BMP Drainage Area (land draining to /treated by BMP): _____ac

a. Acres of **Impervious** land within BMP Drainage Area: _____ac

b. Acres of **Pervious** land within BMP Drainage Area: _____ac

8. Was this a **retrofit** of an existing BMP? ____Yes ____No (If no, skip to question 9.)

a. If yes, enter the storage volume of the previous structure _____ cubic ft

b. Did the BMP drainage area change from the original condition? ____Yes ____No

If yes, please enter the original:

i. Acres of **Impervious** land within BMP Drainage Area: _____ac

ii. Acres of **Pervious** land within BMP Drainage Area: _____ac

9. Date of BMP Completion: _____

10. BMP Operation & Maintenance Responsible Party: _____

11. Contact Email: _____

12. Contact Phone: _____

13. Notes (Optional):

Attachment F

**Department of Environmental Conservation
Request for Approval to Subgrant/Subcontract**

Date of Request	
Original Grantee/Contractor	Central Vermont Regional Planning Commission
Address	29 Main Street, Suite 4, Montpelier, VT 05602
Phone Number	(802) 229-0389
Agreement #	2019-ERP-D-2-05

Subcontractor Name	
Address	
Phone Number	
Contact Person	
Scope of Services	
Maximum Amount	\$

Original Grantee/ Contractor Signature	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Business Office Review

Approval: _____ Date: _____

The language following this form must be included by the contractor in all subcontracting agreements.

Language to be included in all subcontracting agreements:

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
 - A.** is not under any obligation to pay child support; or
 - B.** is under such an obligation and is in good standing with respect to that obligation; or
 - C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 6. 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.
- 7. 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>

- 8. 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.
- 9. 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.
- 10. 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.
- 11. Taxes Due To The State:**
- Contractor 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.
 - Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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.
 - Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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.
 - Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.
- 12. Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:
- is not under any obligation to pay child support; or
 - is under such an obligation and is in good standing with respect to that obligation; or
 - has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
- Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 13. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.