



## **EXECUTIVE COMMITTEE**

**October 8, 2019**

**6:15 p.m.**

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

Page **AGENDA**

**6:15<sup>1</sup> Adjustments to the Agenda**

**Public Comment**

**2 6:17 Contract/Agreement Authorization (enclosed)<sup>2</sup>**

a) VT Agency of Transportation – FFY20 Transportation Planning Initiative

**6:25 Adjourn**

**Next Meeting: Monday, November 4, 2019**

---

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

STATE OF VERMONT  
STANDARD GRANT AGREEMENT

Contract #: GR1399

Part 2 – Grant Agreement

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Central Vermont Regional Planning Commission**, a public body formed pursuant to 24 VSA, Section 4341(a), with principal place of business at **29 Main Street; Suite 4, Montpelier, VT 05602**, (hereinafter called “Subrecipient”). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter:** The subject matter of this Grant is to involve towns in a regional planning effort; to maintain a working transportation plan for the region consistent with state and federal guidelines; to continue to review a prioritized needs/project list for the region; to provide transportation assistance to towns; and to engage in activities which implement the Regional Transportation Plan. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Prior Approvals:** If approval by the Attorney General’s Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General’s Office.
  - Approval by the Attorney General’s Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
5. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
6. **Cancellation:** This Grant may be cancelled by either party by giving written notice at least five (5) days in advance.
7. **Attachments:** This Grant consists of 30 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work to be Performed (Fiscal Year 2020 Work Program – August 5, 2019)

Attachment B - Payment Provisions (Fiscal Year 2020 Budget Details – August 5, 2019)

Attachment C – Standard State Provisions for Contracts and Grants (revised December 15, 2017)

Attachment D – Other Provisions

Attachment E – Certificate of Indirect Costs

Attachment F-Procurement System Self-Certification

Attachment G – DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E.

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

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
CENTRAL VERMONT REGIONAL PLANNING  
COMMISSION

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

Name: Joe Flynn

Title: Secretary of Transportation

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

Name: \_\_\_\_\_

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

APPROVED AS TO FORM:

E-SIGNED by Michelle Anderson  
on 2019-09-30 14:21:55 GMT

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

## STATE OF VERMONT GRANT AGREEMENT

## Part 1-Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: GR1399		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment #	
<sup>3</sup> Grant Title: CVRPC FFY20 Transportation Planning Initiative Work Program			
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$ 223,209.00	
<sup>6</sup> Total Award Amount: \$ 223,209.00			
<sup>7</sup> Award Start Date: 10/1/19		<sup>8</sup> Award End Date: 9/30/20	
<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 0000043329		<sup>11</sup> Grantee Name: Central Vermont Regional Planning Commission	
<sup>12</sup> Grantee Address: 29 Main Street, Suite 4			
<sup>13</sup> City: Montpelier		<sup>14</sup> State: VT	
		<sup>15</sup> Zip Code: 05602	
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation		<sup>17</sup> Business Unit: 08100	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ 23,312	
Description: RPC Cash Match			
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="text"/> Funding Allocation: <input type="text"/> Performance Period: <input type="text"/> Scope of Work: <input type="text"/> Other: <input type="text"/>			

## SECTION II - SUBRECIPIENT AWARD INFORMATION

<sup>21</sup> Grantee DUNS #: 158842195		<sup>22</sup> Indirect Rate: 115 (VOLCAP) % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="text"/>	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

## STATE FUNDS

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$	\$	\$	
Special Fund	\$	\$	\$	
Global Commitment (non-subrecipient funds)	\$	\$	\$	
Other State Funds	\$	\$ 25,992.00	\$ 25,992.00	State Transportation Funds

## FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

## Required Federal Award Information

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
20.205	Highway Planning and Research	\$	\$ 192,217.00	\$ 192,217.00	AFFF	10/1/19	\$ 197,218
<sup>39</sup> Federal Awarding Agency: Federal Highway Administration		<sup>40</sup> Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$	\$ 223,209.00	\$ 223,209.00			

## SECTION IV - CONTACT INFORMATION

## STATE GRANTING AGENCY

NAME: Zoe Neaderland  
TITLE: Planning Coordinator  
PHONE: 802-793-2778  
EMAIL: zoe.neaderland@vermont.gov

## GRANTEE

NAME: Bonnie Waninger  
TITLE: Executive Director  
PHONE: 802-229-0389  
EMAIL: waninger@cvregion.com

ATTACHMENT A  
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

The Subrecipient shall:

The RPC agrees to perform or cause to be performed the services as set forth in the Scope of Work described in **FY 2020 Transportation Work Program** for the RPC dated **August 5, 2019**, and attached hereto and hereby made a part of this Agreement as Attachment A. All work shall be performed in accordance with Attachment A.

The RPC shall assume responsibility for the general supervision of the work and shall be responsible for all procedures, standards, methods of analysis, interpretations, conclusions and the contents of this work program.

The RPC and the STATE shall be jointly responsible for liaison necessary to further the work under this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION****FFY 2020 Transportation Planning Initiative**

Federal Fiscal Year: October 1, 2019 to September 30, 2020

Approved by: TAC 6/26/2019; Executive Committee 8/5/2019

---

**EXHIBIT 1: WORK PROGRAM****Purpose and Summary**

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2020 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

1. Enhance cooperative decision-making among state, regional, and local partners about the transportation system.
2. Better connect federal, regional, and statewide transportation planning.
3. Provide technical assistance to municipalities and expand their ability to implement transportation planning best practices.
4. Deliver results that advance VTrans strategic and long range transportation plans.

The CVRPC TPI Work Program has enabled creation of the Transportation Element of the Regional Plan, organizes regional priorities for VTrans projects, enables municipalities to learn about VTrans planning processes, provides transportation planning services to municipalities, provides local input into state planning processes, and studies transportation problems.

The current Work Program continues the above activities. In addition activities have been added to strengthen the transportation / land use linkage, assist municipalities to plan for a resilient transportation system, and plan for Clean Water initiatives.

This work program is presented in six task areas, each corresponding to VTrans FFY 2020 Transportation Planning Initiative (TPI) guidance materials and direction from VTrans. The narrative for each includes a description of the goals, objectives, and activities/products proposed to address the tasks.

**TASK 1. PROGRAM ADMINISTRATION**

CVRPC will be responsible for the management of financial, reporting, and auditing requirements related to agreement fulfillment. Staff is experienced in the administration of federal, state, and local agreements and is familiar with federal and state financial and audit procedures. Local officials, Commission representatives, and members of the public will have access to information regarding the administration of this planning initiative. This task involves the activities necessary for the proper management of the TPI work program and the development of future work programs.

Included are the following activities:

1. hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.
2. prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.
3. participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.
4. develop an indirect cost proposal.
5. work cooperatively with VTrans in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTrans/CVRPC agreement for services.
6. develop work plans and budgets and staff time devoted to mid-year reviews.
7. conduct financial reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.
8. purchase supplies, equipment (none expected), and software directly related to TPI activities and necessary to complete the work program; repair and maintain equipment as necessary.
9. complete annual TPI and VAPDA Performance Reporting.
10. attend monthly TPI meeting.
11. training to enhance knowledge and skills specific to transportation planning best practices.

**Personnel:** Executive Director, Finance/Office Manager, Program Manager, Senior Planners, Planners

**Products:** Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs and budgets, and the CVRPC FY18 Annual Report and VAPDA SFY2018 Annual Report that includes transportation performance measures.

**TASK 2. PUBLIC PARTICIPATION AND COORDINATION**

The purpose of this task is to ensure that the public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. This includes work efforts related to municipal, regional, and interagency coordination, citizen participation, public informational meetings associated with the Regional Commission's transportation planning program and special transportation planning projects. Staff will continue to act as a liaison between the municipalities and VTrans.

Included are the following activities:

1. coordinate transportation planning activities with adjacent regional commissions, public transit providers, economic development agencies, human service providers & advocates, housing organizations, VTrans, and other organizations, such as continued development and implementation of CVRPC's Housing + Transportation Affordability outreach program.
2. publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.
3. meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.
4. monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.
5. coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate their activities with local officials, groups, and other regional TACs and their involvement in statewide modal and policy plans.
6. solicit public participation in the planning process, including sponsor and convene informational meetings and public hearings (such as annual STIP/Capital Program hearings) and coordinate and participate in VTrans-sponsored events (such as TPI meetings and workshops).
7. engage the public in the identification of transportation problems and solutions.
8. participate in the update and implementation of current VTrans plans by facilitating public input through forums, public meetings, and other engagement tools as appropriate.
9. coordinate, facilitate, and provide technical support for quarterly road foreman roundtables.
10. serve on various transportation-related task forces and study committees.
11. attend meetings of local boards and commissions on transportation related topics including safety improvements, capital planning, infrastructure planning, etc.



12. provide outreach and assistance to municipalities in integrating good access management practices into local plans, regulations, and ordinances, such as Marshfield's rural and village districts zoning update.
13. conduct outreach to municipalities on adoption and use of Town Road and Bridge Standards and how they relate to the Emergency Relief Assistance fund reimbursement.
14. engage the public in the Regional Plan update as it pertains to various modes of transportation, goals for transportation planning, and future transportation needs .
15. participate in emergency management training and activities to support a resilient transportation system.
16. monitor current transportation projects by reviewing the five year VTrans Capital Program and Project Development Plan, and the STIP.
17. participate and coordinate VTrans Way to Go! Initiatives to meet the needs of Central Vermont.
18. coordinate the region's participation in the VTrans Aviation Program, including participation in State Aviation Council meetings.
19. obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.

Personnel: Executive Director, Finance and Office Manager, Program Manager, Senior Planners, Planners, Planning Technicians

Products: Public participation and outreach activities will be ongoing throughout the agreement period. Specific products will include meeting announcements and minutes, written recommendations and correspondence as appropriate, the newsletter, a written report regarding the Way to Go! Challenge planning efforts.

### **TASK 3. LONG RANGE TRANSPORTATION PLANNING**

Long range transportation planning includes development and incorporation of transportation planning into the Regional Plan, corridor management plans and modal specific plans. All modes of transportation should be considered and integrated into the overall transportation system. A basic component of a region's planning work should be a systematic review of multi-modal transportation needs based on existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors. This task includes activities specifically related to long-range transportation system planning and analysis, i.e., database and GIS system development and maintenance, systems analyses, the adoption of the regional transportation plan to the Regional Plan, corridor management, and all long-range transportation system management activities.

Included are the following activities:

1. maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
2. continue to incorporate transportation planning into the Regional Plan.
3. conduct outreach to local officials and the public on, and participate in, the Statewide Long Range Transportation Plan update .
4. participate in working groups, steering committees, and/or advisory committees of VTrans-managed planning projects, such as acting as a technical advisor.
5. participate in task teams for VTrans' Transportation System Resiliency Planning.
6. inventory and evaluate on-road bicycle facilities along state highways.
7. participate in Corridor Management Planning efforts to integrate local and regional perspectives.
8. coordinate intermodal, multimodal, and freight transportation planning activities, including bike/pedestrian systems planning.
9. coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
10. provide technical support to assist municipalities with transportation resilience planning, such as updates to the transportation sections of Local Hazard Mitigation Plans.
11. provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances, such as Berlin's plan update incorporating New Town Center designation and annual transportation capital budget updates for Fayston and Warren.
12. provide planning, technical assistance, and grant management support as needed for communities participating in the Better Connections program.
13. develop and implement analytical methods to identify gaps in the connectivity of the transportation system.
14. continue to provide technical support to regional public transit providers and advisory groups (Green Mountain Transit, Rural Community Transportation, Mad River TAC) and participate in activities as necessary; continue to serve on Boards and committees to act as a liaison between providers and local needs.
15. identify transportation opportunities and challenges in meeting State land use planning goals.
16. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as using Dunn & Bradstreet employment data to

further Housing + Transportation Affordability outreach.

17. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.

Personnel: Executive Director, Program Manager, Senior Planners, Planners, Contract staff as needed

Products: Updates to the Regional Plan; Inventory and map of on-road state highway bike facilities; GIS coverages/maps (updated base, land use, transportation network, associated transportation data, GIS updates of long-range plan maps); Project related products as applicable.

#### **TASK 4. SHORT RANGE TRANSPORTATION PLANNING**

Short range transportation planning projects may be identified in long range plans, conducted in response to an emerging issue, or prepared at the request of a municipality to address a specific need. The planning work may focus on a smaller area such as a downtown, commercial area or school and recommendations would be developed at a greater level of detail than typically provided in long range planning work. Short range planning includes collection of data to support all phases of transportation planning and project development. This task includes activities specifically emphasizing short-range transportation system analysis and problem solving, including the evaluation of specific local or regional transportation problems or issues of a one-time or short-term duration.

1. review and provide recommendations on transportation elements of municipal plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Better Connections, discretionary, and other grant programs and in regional bicycle and pedestrian initiatives, such as the Cross Vermont Trail, Central Vermont Path, and Mad River Path.
3. review transportation issues and impacts of proposed development projects with impacts to the regional transportation system, and provide technical assistance to municipalities for transportation impact review of local development projects as necessary to strengthen local transportation planning.
4. conduct traffic monitoring by maintaining current data for major roads and problem areas, and by responding to local requests.
5. conduct traffic, parking space, bicycle and pedestrian, and turning movement counts.
6. assist municipalities to form local stormwater utilities and complete an annual inventory of utilities formed.
7. collect municipal highway major collector HPMS data and model inventory of roadway elements (MIRE) data programs.

8. collect information on dedicated On-Road Bicycle Facilities
9. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets implementation inventory.
10. assist municipalities with inventory, assessment, planning, and management of local transportation systems by conducting municipal road, culvert, bridge, ditch, roadway sign, and bicycle and pedestrian infrastructure inventories and assessments, road erosion assessments, and by supporting development and maintenance of road surface management systems, municipal road stormwater management plans, and capital improvement plans. This work will, in part, assist towns in applying for Municipal Road General Permits and complying with the Vermont Clean Water Act.
11. participate in public transit planning, such as GMT's system redesign process, update of the GMT Transit Development Plan, coordination of human service needs with transportation options, monitoring changes of transit systems in the region, and updating transit mapping.
12. **supporting enhancement of the Human Services Transportation Coordination/Regional E&D (Elderly and Disabled) Public Transit Advisory Committees (RPTAC) Elderly and Disabled Transportation Program.**
13. participate and coordinate efforts with VTrans, GMT, and communities to develop travel demand management measures (including Go Vermont, Montpelier Multi-modal Center).
14. support Safe Routes to School outreach, planning, implementation, and evaluation.
15. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.
16. review of functional classification system.

**Personnel:** Executive Director, Program Manager, Senior Planners, Planners, Planning Technician, Consultant/Contract staff as needed

**Products:** Municipal Plan updates; Traffic, parking space, bicycle and pedestrian, and turning movement counts; Local Stormwater Utilities Report; Sufficiency rating data on VTrans identified miles of municipal highway major collectors; Complete Streets implementation inventory; Municipal transportation system inventories, assessments, and capital plans; Nominations and mapping of high hazard locations and programmatic corridors to the HRRR Program; Updated school area infrastructure maps developed for SRTS Program as needed; Other projects as applicable.

## **TASK 5. PROJECT DEVELOPMENT PLANNING**

The task includes activities emphasizing project-specific planning and development. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are

explored. The work will involve developing transportation projects and preparing them for state or local implementation. The project development assistance will be extended to municipalities and VTrans first with a secondary priority of serving nonprofit and interest groups. These are projects and planning activities that can realistically be implemented within a few years.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. assist and review transportation projects that can be funded outside the statewide prioritization system, such as Transportation Alternatives, Bicycle and Pedestrian, and other locally or regionally managed projects.
4. prioritize VTrans projects and evaluate conformance with the Regional Plan.
5. prioritize District paving projects.
6. provide outreach, assistance, and coordination for accelerated and high impact projects, participate in meetings, and provide assistance to municipalities as needed.
7. provide outreach to identify road diet projects and coordinate municipal education and participation.
8. participate on the VPSP2 planning team as an RPC representative providing input into the project prioritization process.

Personnel: Executive Director, Program Manager, Senior Planners, Planners, Consultant/Contract staff as needed

Products: Regional project prioritization list and map; District paving prioritization list; scoping and feasibility studies as applicable; Project assistance as applicable.

#### **TASK 6. OTHER PLANNING ACTIVITIES**

A. The Vermont Online Bridge and Culvert Inventory Tool (VOBCIT/VTculverts.org) is an integrated software product to handle data entry, access, and status reporting of municipal bridge and culvert inventories currently collected by Regional Planning Commissions (RPCs), municipalities, and their contractors. VTrans initiated, updates, and provides financial support for the software. CVRPC and the Chittenden County RPC support other RPCs and municipalities in using the software.

1. Provide VOBCIT technical support to RPCs and municipalities.

Personnel: Program Manager, Senior Planner I, Planner 1

Products: Technical support to RPC's and municipalities throughout the agreement period.

B. VTrans has recently completed the development of a Transportation Flood Resilience Planning Tool (TRPT), a web-based application that identifies bridges, culverts and road embankments that are vulnerable to damage from floods; estimates risk based on the vulnerability and criticality of roadway segments; and identifies potential mitigation measures based on the factors driving the vulnerability.

See the TRPT website for links to the on-line web application and user guide, and for an overview (<https://vtrans.vermont.gov/planning/transportation-resilience>)

**1. Watershed Planning - Transportation System Resiliency Planning.**

Gather vulnerability and critically data for roadways, bridges and culverts in the Stevens branch watershed. Meet with the seven communities in the watershed to identify and evaluate the results of the Transportation System Resiliency Planning tool outputs. Assist the communities to incorporate the results of the tool into their local planning and hazard mitigation documents.

Personnel: Program Manager, Senior Planner I, Planner 1, Assistant Planner 1

Products: Work with VTrans to add the Stevens Branch watershed to the tool and assist the communities in incorporating the results into their local planning documents.

### ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed up to the maximum amounts stated below provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.

- A. **Project Costs and Phase(s).** The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:

Phase	EA	Sub/Job	Federal \$	State \$	Local \$	Total \$
STP SPR PL-1(56)	0001056	706	\$186,499.00	\$23,312.00	\$23,312.00	\$233,123.00
STP SPR PL-1(56)	0001056	904	\$10,718.00	\$2,680.00	\$0.00	\$13,398.00
Totals:			\$192,217.00	\$25,992.00	\$23,312.00	\$246,521.00

- B. **Maximum Limiting Amount.** The total amount to be paid to the Subrecipient for services related to Attachment A, Work Program, under this Agreement shall not exceed the maximum limiting amount of **Two-Hundred Twenty-Three Thousand Two Hundred Ten Dollars and Zero Cents (\$223,210.00).**

The STATE shall pay, or cause to be paid, to the Subrecipient progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the STATE, for all work. Request for payment for Contractor activities shall be included with the Subrecipient's submittals but will be documented separately.

- C. Meals will be reimbursed at actual cost up to the maximum State rates. Mileage will be reimbursed at State rates. Please be aware that the mid-day meal is not eligible for reimbursement unless an overnight stay is required. Current State rates can be found here:

<http://humanresources.vermont.gov/compensation/expense-reimbursement>

\* This amount is only reimbursed for day after night of lodging

Automobile mileage actually and necessarily traveled shall be reimbursed at the rate established by the Federal General Services Administration (GSA).

The STATE 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 incurred will be in the same format as Attachments A and B.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The STATE shall seek to make payments within thirty (30) days of receipt of an invoice from the Subrecipient.

All payments by the STATE under this Agreement will be made in reliance upon the accuracy of all prior representations by the Subrecipient, including but not limited to bills, invoices, progress reports and other proofs of work.

The value of third-party in-kind contributions are acceptable as the cost sharing or matching requirements for federal funding when claimed in accordance with 49 CFR 18.24 (a)(2) and written procedures approved by the STATE.

See the attached line item budget and budget narrative, Attachment B.

The SUBRECIPIENT shall provide for the continuing the comprehensive, cooperative and continuing transportation planning process in accordance with this Work Plan and the attached budget. The completion of the Work Plan is subject to the availability of funds, as referenced in section 3 and 5 of this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.

A financial close out report must be submitted within 45 days of the end date of the grant.

All completed forms should be submitted to:

Name: Director of Policy, Planning & Intermodal Development  
Address: Vermont Agency of Transportation  
219 North Main Street  
Barre, VT 05641



Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$18,988
Task 2	Public Participation and Coordination	\$38,945
Task 3	Long Range Transportation Planning	\$65,691
Task 4	Short Range Transportation Planning	\$93,816
Task 5	Project Development Planning	\$15,591
Task 6A	VOBCIT Technical Support	\$3,398
Task 6B	Watershed Planning activities	\$10,000
<b>Total</b>		<b>\$246,429</b>

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY20	Total Hours	Total Cost
Executive Director	\$57.80	436	\$25,201
Program Manager	\$39.51	1,020	\$40,300
GIS Senior Planner I	\$41.08	222	\$9,120
GIS Planner I	\$33.96	656	\$22,278
Land Use Senior Planner III	\$36.27	30	\$1,088
Office Manager	\$37.63	54	\$2,032
Emerg Mngmt Asst Plan I	\$24.17	55	\$1,329
Land Use Asst Planner II	\$22.52	102	\$2,297
Planning Technician I	\$14.00	440	\$6,160
Planning Technician II	\$13.99	0	\$0
<b>Total</b>		<b>3,015</b>	<b>\$109,805</b>

Indirect Costs	115.00%	Total Hours	Total Cost
RPC Staff Position	of Hourly Rate		
Executive Director	\$66.47	436	\$28,981
Program Manager	\$45.44	1,020	\$46,345
GIS Senior Planner I	\$47.24	222	\$10,488
GIS Planner I	\$39.05	656	\$25,619
Land Use Senior Planner III	\$41.71	30	\$1,251
Office Manager	\$43.27	54	\$2,337
Emerg Mngmt Asst Plan I	\$27.80	55	\$1,529
Land Use Asst Planner II	\$25.90	102	\$2,642
Planning Technician I	\$16.10	440	\$7,084
Planning Technician II	\$16.09	0	\$0
<b>Total</b>		<b>3,015</b>	<b>\$126,276</b>

Direct Costs	Total Cost
Contractual	\$0
Travel	\$5,974
Supplies	\$1,074
Equipment	\$0
Meetings	\$2,600
Data & References	\$100
Postage	\$100
Copy/Print	\$0
Advertising	\$500
<b>Total</b>	<b>\$10,348</b>

Task	Task Description	CVRPC Share <sup>1</sup>	VTTrans Share <sup>2</sup>
Task 1	Program Administration	\$1,899	\$17,089
Task 2	Public Participation and Coordination	\$3,895	\$35,051
Task 3	Long Range Transportation Planning	\$6,569	\$59,122
Task 4	Short Range Transportation Planning	\$9,382	\$84,434
Task 5	Project Development Planning	\$1,559	\$14,032
Task 6A	VOBCIT Technical Support	0	\$3,398
Task 6B	Watershed Planning activities	0	\$10,000
<b>Subtotal by Share</b>		<b>\$23,303</b>	<b>\$223,126</b>
<b>Agreement Total</b>			<b>\$246,429</b>

## Notes:

<sup>1</sup> CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and<sup>2</sup> VTTrans share comes from federal transportation funds provided by the U.S. Department of

## Exhibit 4: Time-Task-Cost Summary

## A. Personnel (Hours)

Task #	Task Description	Exec Director	Bonnie	Dan	Pam	Ashley	Clare	Nancy	Vacant	Zach	Planning Tech I	Planning Tech II	Total Hours
1	Administration	20	50	5	10	10	0	10	0	0	0	0	95
2	Public Participation & Coordination	70	250	15	60	25	0	25	20	5	0	0	445
3	Long Range Transportation Planning	300	230	20	300	25	25	0	15	15	0	0	655
4	Short Range Transportation Planning	30	300	110	511	5	0	0	20	60	440	0	1,476
5	Project Development Planning	10	130	20	10	10	0	10	0	0	0	0	180
6A	VOBCIT Technical Support	40	40	40	40	40	40	40	40	40	40	40	40
6B	Watershed Planning activities	6	20	52	15	15	30	54	55	102	440	0	1,214
<b>Total</b>		<b>436</b>	<b>1,020</b>	<b>222</b>	<b>656</b>	<b>30</b>	<b>54</b>	<b>55</b>	<b>102</b>	<b>440</b>	<b>0</b>	<b>0</b>	<b>3,015</b>

B. Direct Costs (\$)<sup>1</sup>

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$5,974	\$1,000		\$2,600	\$100	\$100		\$500	\$10,274
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning										\$0
5	Project Development Planning										\$0
6A	VOBCIT Technical Support			\$74							\$74
6B	Watershed Planning activities		\$5,974	\$1,074	\$0	\$2,600	\$100	\$100	\$0	\$500	\$10,348
<b>Total</b>		<b>\$0</b>	<b>\$5,974</b>	<b>\$1,074</b>	<b>\$0</b>	<b>\$2,600</b>	<b>\$100</b>	<b>\$100</b>	<b>\$0</b>	<b>\$500</b>	<b>\$10,348</b>

## C. Cost Proposal Summary (\$)

Task #	Task Description	Exec Director	Transpo Program Mngt	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Office Manager	Emerg Mngmt Asst Plan I	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Total Personnel	Indirect	Direct	Total Costs
1	Administration	\$1,156	\$1,976	\$2,051	\$340	\$0	\$376	\$0	\$0	\$0	\$0	\$4,053	\$4,661	\$10,274	\$18,988
2	Public Participation & Coordination	\$4,046	\$9,878	\$616	\$2,038	\$0	\$941	\$483	\$113	\$0	\$0	\$18,114	\$20,831	\$0	\$38,945
3	Long Range Transportation Planning	\$17,940	\$9,087	\$822	\$1,698	\$907	\$0	\$363	\$938	\$0	\$0	\$30,554	\$35,137	\$0	\$65,691
4	Short Range Transportation Planning	\$1,734	\$11,853	\$4,519	\$17,954	\$181	\$0	\$483	\$1,251	\$5,160	\$0	\$43,655	\$50,181	\$0	\$93,816
5	Project Development Planning	\$578	\$5,136	\$822	\$340	\$0	\$376	\$0	\$0	\$0	\$0	\$7,252	\$8,340	\$0	\$15,591
6A	VOBCIT Technical Support	\$0	\$1,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,580	\$1,817	\$0	\$3,398
6B	Watershed Planning activities	\$347	\$790	\$2,136	\$509	\$0	\$339	\$0	\$495	\$0	\$0	\$4,617	\$5,309	\$74	\$10,000
<b>Total</b>		<b>\$25,201</b>	<b>\$40,300</b>	<b>\$9,120</b>	<b>\$22,278</b>	<b>\$1,088</b>	<b>\$2,032</b>	<b>\$1,329</b>	<b>\$2,297</b>	<b>\$6,160</b>	<b>\$0</b>	<b>\$109,805</b>	<b>\$126,276</b>	<b>\$10,348</b>	<b>\$246,429</b>

<b>115.00% Indirect Rate</b>	<b>Indirect per employee</b>	<b>\$28,981</b>	<b>\$46,345</b>	<b>\$10,488</b>	<b>\$25,619</b>	<b>\$1,251</b>	<b>\$2,337</b>	<b>\$1,529</b>	<b>\$2,642</b>	<b>\$7,084</b>	<b>\$0</b>	<b>\$126,276</b>
<b>Total Employee Indirect</b>												<b>\$0</b>

## Notes

- <sup>1</sup> 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

**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. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient'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 Subrecipient.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

All property acquired by Subrecipient, partially or wholly funded under this Agreement, is to benefit the public by providing planning services. Subrecipient is a trustee of said property and acknowledges that State and FHWA retain a controlling interest in all such property throughout its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in State until State relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for State and shall be consistent with State and FHWA guidance.

5. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
6. **Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 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 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
7. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.
8. **Indirect Cost Rate Proposals:** A minimum of no less than annually, the Subrecipient will prepare an Indirect Cost Rate Proposal and supporting documentation as specified in 2 CFR 225, Appendix E, and certification by the Subrecipient's chief executive officer in the form prescribed in 2 CFR 225, Appendix E, "Certificate of Indirect Costs". The Indirect Cost Rate Proposal and Certification will be for the period for which the financial assistance is requested.

The indirect cost rate calculated in the proposal will be stated as a "fixed rate" and used in preparing the work program and budget submitted to the state in support of their application for financial assistance. The certification by the Subrecipient's chief executive officer will be included in the application.

The approved indirect rate will be stated in the financial agreement between the state and the Subrecipient as a "fixed rate" as defined in 2 CFR 225, Appendix E. In addition to stating the approved



indirect rate in the financial agreement, the state will, upon the request of the Subrecipient, issue a letter to the Subrecipient confirming the rate approved for use, which the Subrecipient may use in informing other agencies awarding federal funds.

The “fixed rate” is not subject to adjustment during the period of performance of the financial agreement except upon Subrecipient’s application, and State approval, to formally amend the Indirect Cost Rate Proposal. As a “fixed rate” the difference between the estimated costs and the actual, allowable costs for the period covered by the approved rate may be carried forward by the Subrecipient as an adjustment to the rate computation of a subsequent period.

The subrecipient will maintain the indirect cost rate proposal and supporting documents, and certification by the chief executive officer, for audit in accordance with 2 CFR 225 and as provided in “Section 10, Records Available for Audit” in Attachment C: Standard State Provisions for Contracts and Grants.

9. **Audit Requirement:** The independent audit specified in Attachment C: Standard State Provisions for Contracts and Grants, Section 9, “Requirement to Have a Single Audit” will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.
10. **Title VI Nondiscrimination Statement:** The State ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.
11. **Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.

An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.



State of Vermont  
Finance & Administration Division  
1 National Life Drive, Davis 5<sup>th</sup> Floor  
Montpelier, VT 05633-5001  
[vtrans.vermont.gov](mailto:vtrans.vermont.gov)

[phone] 802-828-1080  
[fax] 802-828-2024  
[ttd] 800-253-0191

Agency of Transportation

April 19, 2019

Bonnie Waninger, Executive Director  
Juliana Potter, Chair  
Central Vermont Regional Planning Commission  
29 Main Street, Suite 4  
Montpelier, VT 05602

Dear Bonnie and Juliana:

Vermont Agency of Transportation is in receipt of your official requests for a reduction of your FY19 and FY20 Indirect Rates. We accept your rate of **117%** for April 1, 2019 through June 30, 2019. We also accept your rate of **115%** for July 1, 2019 through June 30, 2020.

Please remember that in requesting a rate cap you forego the ability to make retroactive adjustments for any billings submitted at the capped rate. However, as a voluntary cap, you also may elect to adjust your rate back to the maximum should you deem it appropriate during the fiscal period that this rate covers. Any changes would be in effect for billings **subsequent** to VTrans receiving written notification of any change. VTrans will communicate any changes internally once notified; however, it is your responsibility to communicate directly with other funding agencies.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,

A handwritten signature in blue ink that reads "Lisa B. Steventon".

Lisa B. Steventon  
AOT Audit Specialist II  
Finance & Administration Division  
Vermont Agency of Transportation  
(802) 828-1080  
[Lisa.steventon@vermont.gov](mailto:Lisa.steventon@vermont.gov)

Cc: Amy Bell, AOT, Policy & Planning



## ATTACHMENT E

## Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs include in this proposal to establish billing or final indirect costs rates are allowable in accordance with the requirements of the Federal award(s) to which they apply to Title 48 CRF Chapter I Part 31. Unallowable costs have been adjusted for in allocating costs as indicated in the proposal.
- (2) All costs included in the proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and VTrans will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Name of Regional Planning Commission: Central Vermont Regional Planning Commission

Signature: 

Name of Official: Bonnie Waninger

Title: Executive Director

Date of Execution: 8/19/19

## ATTACHMENT F

## PROCUREMENT SYSTEM SELF-CERTIFICATION

In Accordance With  
2 CFR 200.318 General Procurement Standards  
through 2 CFR 200.326 Contract Provisions

## A. ORGANIZATION'S NAME:

Central Vermont Regional Planning Commission

## B. ORGANIZATION'S ADDRESS:

29 Main Street, Suite 4, Montpelier, VT 05602

C. Grantee has submitted a copy of its most recently adopted document(s) dated 7/7/2017 that outline their Procurement System to VT Agency of Transportation Policy, Planning & Research Bureau. The System document(s) are also available for review at the organizations offices, upon request.

## D. Organization Certification:

I, as the authorized official of the organization listed above, hereby certify that the Procurement System of the

Central Vermont Regional Planning Commission

(Organization's Name)

meets all the applicable requirements of 2 CFR 200 and where applicable, the Vermont State Administrative Bulletin 3.5.

Executed this 19 day of August, 2019.

BY:

Bonnie Waninger

NAME: Bonnie Waninger

TITLE: Executive Director

## ATTACHMENT G

**Assurance Appendix A**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, 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 contractor 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 contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor 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 FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor 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 contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### ***Assurance Appendix E***

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

- 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), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 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);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- 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 Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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;
- 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);
- 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. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*