



SFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and 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 the Northfield Village Green Stormwater project. Detailed scope to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$110,695**. Required match is equal to at least **\$5,400**. A detailed summary of the budget for this project can be found in Attachment B. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. **Subcontracting:** Grantee shall not assign labor duties to a subcontractor without the prior written approval of 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 on **June 30, 2017**.
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 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 on July 1st and ends June 30th.
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.

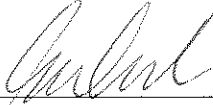
13. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Budget and Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment D - Other Grant Provisions
- Attachment E - Final Performance Report Template
- 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:

1/13/2016

GRANTEE

By:



Name: (Print) BYRON ATWOOD

Title: CHAIR

Date: 1/4/16

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 Ecosystem Restoration Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee **\$110,695** to implement the Northfield Village Green Stormwater project, which will decrease stormwater impacts to the Dog River, and ultimately the Winooski River, while improving water quality.

This project is consistent with the objectives of tactical basin planning. Under the *Vermont Agency of Natural Resources Winooski River Basin Water Quality Management Plan* (see Attachment D), goals include decreasing the volume and pollutant load from stormwater and implementing treatment practices that will achieve Total Maximum Daily Load (TMDL) targets. Per the Basin Plan, the Town of Northfield is identified as a target community for the development and implementation of municipal stormwater management plans. With this Grant, the Grantee furthers implementation goals by finalizing an engineered design for and then constructing a stormwater treatment system identified by prior work.

Performance Measure(s) for this Grant:

BMP practices are to be fully *designed* and then 100% *constructed*, as defined by *Ecosystem Restoration Program Project Design Terminology and Guidance* (see Attachment D) to treat stormwater from approximately 5 acres of impervious surface and up to 1.5 million gallons of runoff with resultant volumetric and pollutant reduction.

Pre-Construction Phase

Soon after receiving the fully authorized grant agreement, Grantee is 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 anticipated timeline. Grantee is to submit a copy of the press release as well as a list of the press release recipients as a deliverable for Performance Measure #1 below.

The Grantee may then develop a Request for Proposal (RfP) to solicit an Engineering Consultant, on behalf of the Town of Northfield, to finalize design of the stormwater treatment system and obtain any necessary local, state, or federal permits. The RfP shall follow the Grantee's procurement policy but is recommended to list the project location, project goals, submission deadline, and appropriate schedule to arrange a site visit. Also, it is recommended that the RfP be advertised in a paper of record (such as a weekly publication). The Grantee is required to submit a copy of the Final RfP, a copy of the advertisement (if applicable), and a list of engineering consultants directly mailed (if applicable) as a deliverable for Performance Measure #2 below. Further, for any site visit, the Grantee is to submit a list of attendees, a summary of questions asked and a copy of written responses as Performance Measure #3.

Next, the Grantee is to oversee selection of an Engineering Consultant in accordance with the Grantee's applicable procurement policy. The Grantee is to submit a tabulation of all proposals received, a narrative describing how the selected proposal is responsive (follows the applicable procurement policy), an executed Notice of Award, issued on Grantee's preferred format, and a copy of any applicable insurance as a deliverable for Performance Measure #4 below.

Once design work is completed, the Grantee is then to coordinate with the Town to complete a Certificate as to Easements and Rights of Way (see Attachment D), obtain a copy of the 100% design plans, as intended for construction, and secure copies of any necessary local, state, or federal permits as deliverables for Performance Measure #5 below.

Thereafter, the Grantee is to work with the Town to develop a RfP to solicit a contractor to construct the project. The RfP shall follow the Grantee's procurement policy but is recommended to list the project location, project goals, submission deadline, and appropriate schedule to arrange a site visit. Also, it is recommended that the RfP be advertised in a paper of record (such as a weekly publication). The Grantee is required to submit a copy of the Final RfP, a copy of the advertisement (if applicable), and a list of contractors directly mailed (if applicable) as a deliverable for Performance Measure #6 below. Further, for any site visit, the Grantee is to submit a list of attendees, a summary of questions asked and a copy of written responses as part of Performance Measure #7.

Next, the Grantee is to oversee selection of a Contractor in accordance with the Grantee's applicable procurement policy. The Grantee is to submit a tabulation of all proposals received, a narrative describing how the selected proposal is responsive (follows the applicable procurement policy), an executed Notice of Award, issued on Grantee's preferred format, and a copy of any applicable bid bonds, performance bonds, and insurance as a deliverable for Performance Measure #8 below.

Construction Phase

The Grantee is to request payment for construction activities at three stages – 30% completion, 60% completion, and 90% completion – as established by a schedule of values agreed to by the Grantee, Town, and Contractor after executing the Notice of Award. At each stage, the Grantee shall submit to the State a status report consistent with the schedule of values documenting that the work to date has been completed according to specification and to the satisfaction of the Grantee, any pertinent inspection reports, and any pertinent photographs (minimum resolution 1600x1200). Collectively, these submittals are the deliverables for Performance Measure Nos. 9 through 11 below.

Post-construction Phase

After construction is completed, the Grantee shall provide a summary report stating that all contracted work has been completed according to specification and to the satisfaction of both the Grantee and Town, as-built drawings, a list of change orders, pertinent photographs (minimum resolution 1600x1200), release of liens, and consent of surety as Performance Measure #12 below.

All payment requests are to include a completed Form 430 Request for Funds and deliverables as described above.

To request final payment, the Grantee is required to submit the Final Performance Report included in Attachment E.

All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined 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.

Pre-construction Phase		
Measure	Deliverable	Payment
1. Receive Grant	<ul style="list-style-type: none"> Submit Copy of Press Release and Distribution List 	\$2,520
2. Develop RfP for Final Design	<ul style="list-style-type: none"> Submit Final RfP; Copy of Advertisement or Direct Mailing; and a List of Mail Recipients 	\$4,360
3. Host Site Visit for Interested Consulting Engineers	<ul style="list-style-type: none"> Submit a list of attendees, questions asked, and responses 	\$1,260
4. Select Consulting Engineer	<ul style="list-style-type: none"> Submit Evaluation and Executed Agreements 	\$9,410
5. Finalize Easements, Construction Plans, and Permits	<ul style="list-style-type: none"> Submit a Certificate as to Easements and Rights of Way, a Copy of Plans Intended for Construction, and Permits 	\$2,520
6. Develop RfP for Construction	<ul style="list-style-type: none"> Submit Final RfP; Copy of Advertisement or Direct Mailing; and a List of Mail Recipients 	\$4,365
7. Host Site Visit for Interested Contractors	<ul style="list-style-type: none"> Submit a list of attendees, questions asked, and responses 	\$1,260
8. Select Contractor	<ul style="list-style-type: none"> Submit Evaluation and Executed Agreements 	\$9,410
Total		\$35,105

Construction Phase		
Measure	Deliverable	Payment
9. Construction – 30% Completion	<ul style="list-style-type: none"> Submit Status Report with Schedule of Values 	\$21,340
10. Construction – 60% Completion	<ul style="list-style-type: none"> Submit Status Report with Schedule of Values 	\$21,340
11. Construction – 90% Completion	<ul style="list-style-type: none"> Submit Status Report with Schedule of Values 	\$18,820
Total		\$61,500

Post-construction Phase		
Measure	Deliverable	Payment
12. Construction – 100% Completion	<ul style="list-style-type: none"> Summary Report; As-built Drawings; and Documentation 	\$2,520
13. Prepare Final Performance Report	<ul style="list-style-type: none"> Submit Report from Attachment E 	\$11,570
Total		\$14,090

Attachment B

Payment Provisions

See Payment Schedule in Attachment A

This grant is a performance-based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan 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 biannual progress report. Progress report 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 A-133 audit, 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.

Submittals

All completed forms should be submitted to:

Name: Robert Pelosi
 Department: Department of Environmental Conservation, Facilities Engineering Division
 Address: 1 National Life Drive, Davis 1, Montpelier, VT 05620-3510

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 filled out entirely before payment is released

Grantee Name: Central Vermont Regional Planning Commission

Grant #: 2016-ERP-2-13 **Purchase Order #:** 6581 **Payment#:** **Amount Requested:**

Performance Measures and Deliverables:

Performance Measure and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1. Receive Grant	\$2,520				
2. Develop RfP for Final Design	\$4,360				
3. Host Site Visit for Interested Consulting Engineers	\$1,260				
4. Select Consulting Engineer	\$9,410				
5. Finalize Easements, Plans, and Permits	\$2,520				
6. Develop RfP for Construction	\$4,365				
7. Host Site Visit for Interested Contractors	\$1,260				
8. Select Contractor	\$9,410				
9. Construction – 30% Completion	\$21,340				
10. Construction – 60% Completion	\$21,340				
11. Construction – 90% Completion	\$18,820				
12. Construction – 100% Completion	\$2,520				
13. Prepare Final Performance Report	\$11,570				
Total	\$110,695			\$	\$5,400

Approvals for Payment

Signed by:

Grantee: _____ **Date:** _____

Title: _____

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

State's Project Manager: _____ **Date:** _____

The State's Project Manager has verified that deliverables being billed and match documented on this invoice have been completed as outlined in the grant agreement.

ATTACHMENT C: STANDARD STATE PROVISIONS

FOR CONTRACTS AND GRANTS

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

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

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

10. 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.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.

12. 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.

13. 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.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

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

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

15. 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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing 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.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. 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>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

Attachment D

Other Grant Agreement Provisions

1. **Work Product Clause:** This clause shall replace item #12 on page 1 of this agreement. The parties agree that ownership of all data, papers, reports, forms, or other material collected or produced by the Grantee, under this agreement, (the "work product") shall belong to the Grantee. Upon a request made by the State, the Grantee shall provide, free of cost, copies of all such work product no later than 30 days from the date of the request. The State shall have a nonexclusive, nontransferable, irrevocable, royalty free paid-up license to use or have used the work product for or on behalf of the State during the pendency of the agreement and thereafter. The State may provide the work product to its contractors, grantees, community partners, and to other local, state, and federal governmental entities for their non-commercial use.
2. **Erosion Prevention and Sediment Control:** All aspects of the project involving earth disturbance shall, at a minimum, comply with the requirements listed within the "Low Risk Site Handbook for Erosion Prevention and Sediment Control," available at:

http://www.vtwaterquality.org/stormwater/docs/construction/sw_low_risk_site_handbook.pdf

Projects disturbing more than 1 acre must seek coverage under the Vermont Construction Stormwater General Permit 3-9020. For more information, see

http://www.vtwaterquality.org/stormwater/htm/sw_cgp.htm

2. **References Cited:** Below is a list of references cited in Attachment A:

ERP Project Design Terminology and Guidance, available at:

<http://www.watershedmanagement.vt.gov/erp/docs/ERPDesignTerminologyandGuidance.pdf>

Vermont Agency of Natural Resources Winooski River Basin Water Quality Management Plan, May 2012, available at:

http://www.watershedmanagement.vt.gov/mapp/docs/mp_basin8final.pdf

Certificate as to Easements and Rights of Way, available at:

[ftp://ftp.anr.state.vt.us/FED Design Review/ERPGrants/](ftp://ftp.anr.state.vt.us/FED%20Design%20Review/ERPGrants/)

Attachment E
Vermont DEC - Ecosystem Restoration Program
Final Performance Report

Title: Northfield Village Green Stormwater Project

Organization: Central Vermont Regional Planning Commission

Location:

Grant Number: 2016-ERP-2-13

Report Date:

Partners:

Summary:

ERP Funding:

Total Project Costs:

Performance Measure(s):

- Performance measure 1:
- Performance measure 2:

Photos (before and after):

✓
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 #:	2016-ERP-2-13

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 22).	

DEC Financial Operations Office Review

Approval: _____ **Date:** _____

On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.

Language to be included in all subcontracting agreements:

11. Taxes Due To The State:

- a. 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.
- b. 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.
- c. 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.
- d. 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:

- 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.

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.



CENTVTR-01

LLL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Denis, Ricker & Brown - MTP 2 Pioneer Street PO Box 565 Montpelier, VT 05601-0565	(802) 229-0563	CONTACT NAME: Lorraine L Locke PHONE (A/C, No, Ext): (802) 262-1438 FAX (A/C, No): (802) 229-6770 E-MAIL ADDRESS: llocke@hbinsurance.com
INSURED Central Vermont Regional Planning Commission Attn: Laurie Emery 29 Main Street, Suite #4 Montpelier, VT 05602		INSURER(S) AFFORDING COVERAGE INSURER A: MMG Insurance Company INSURER B: Travelers Indemnity Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CP56018	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000	
A	AUTOMOBILE LIABILITY		KA0106330	7/1/2015	7/1/2016	GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO					<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	UMBRELLA LIAB					BODILY INJURY (Per accident) \$	
	EXCESS LIAB					PROPERTY DAMAGE (Per accident) \$	
	DED					RETENTION \$	EACH OCCURRENCE \$
						AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N	XNIB7039W65115	7/1/2015	7/1/2016	OTHER \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					<input checked="" type="checkbox"/> WC STATUTORY LIMITS	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000	
						E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The State of Vermont and its officers and employees are additional insureds for any grants. per attached endorsement CG2026 (11-85)

CERTIFICATE HOLDER**CANCELLATION**

Vermont State
Agency of Natural Resources
103 South Main St
Waterbury, VT 05671

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MMG INSURANCE COMPANY**

44 Maysville Road
Presque Isle, Maine 04769

COMMERCIAL PACKAGE POLICY

Policy No. CP 56018	DECLARATIONS	Policy Type
Policy Period (ANNUAL)	Direct Bill	RENEWAL
7/01/2015 To 7/01/2016 12:01 A.M. Eastern Standard Time		
Form of Business: Corporation		
Named Insured 0375757	Agent 688 44	802-229-0563
CENTRAL VT REGIONAL PLANNING	DENIS, RICKER & BROWN	
COMMISSION ATTN LAURIE EMERY	2 PIONEER STREET	
29 MAIN ST STE 4	P O BOX 565	
MONTPELIER VT 05602-2963	MONTPELIER VT 05602	

SCHEDULE OF ENDORSEMENT ADDITIONAL INFORMATION**CG2026 (11-85) Additional Insured - Designated Person or Organization**

Name of Person(s) or Organization(s):

STATE OF VERMONT

2009 CVRPC GRANITE PROJECT 29 MAIN ST STE 4 MONTPELIER, VT 05602

Name of Person(s) or Organization(s):

STATE OF VERMONT A POPE AGENCY OF

TRANSPORTATION 112 STATE ST DRAWER 33 MONTPELIER, VT 05633-5001

Name of Person(s) or Organization(s):

VERMONT DEPARTMENT OF PUBLIC SERVICE

112 STATE ST DRAWER 20 MONTPELIER, VT 05620-2601

Name of Person(s) or Organization(s):

VERMONT EMERGENCY MANAGEMENT

C/O DEPT OF PUBLIC SAFETY 103 S MAIN ST WATERBURY, VT 05671-2101

Name of Person(s) or Organization(s):

VERMONT STATE

AGENCY OF NATURAL RESOURCES 103 S MAIN ST WATERBURY, VT 05671-0000

Name of Person(s) or Organization(s):

ADDISON COUNTY REGIONAL PLANNING COMMISS

14 SEMINARY ST MIDDLEBURY, VT 05753

Name of Person(s) or Organization(s):

VERMONT COLLEGE OF FINE ARTS

36 COLLEGE ST MONTPELIER, VT 05602

Name of Person(s) or Organization(s):

U 32 HIGH SCHOOL

930 GALLISON HILL RD MONTPELIER, VT 05602

CG2116 (11-85) Exclusion - Designated Professional Services

Description of Professional Services:

CONSULTING AND REGIONAL PLANNING