



## EXECUTIVE COMMITTEE

### Special Meeting

**Wednesday, October 18, 2023 at 4:00 p.m.**

*Remote Participation via Zoom<sup>1</sup>*

<https://us02web.zoom.us/j/88230172343?pwd=ZjNySGM0aG1waElVRzMremVsamZ0Zz09>

Dial in via phone: +1 929 436 2866 | Meeting ID: 882 3017 2343 | Passcode: 927199

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>

#### Page **AGENDA**

**4:00<sup>2</sup> Adjustments to the Agenda**

**Public Comment**

**4:05 Contract/Agreement Authorization<sup>3</sup>**

**4:20 Adjourn**

**Next Regular Meeting: November 6, 2023**

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<sup>1</sup> Dial-in telephone numbers are “Toll” numbers. Fees may be charged to the person calling in dependent on their phone service.

<sup>2</sup> All times are approximate unless otherwise advertised

<sup>3</sup> Potential action item



## MEMO

Date: October 11, 2023  
To: Executive Committee  
From: Christian Meyer, Executive Director  
Re: Contract/Agreement Approvals

### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

We received notice that we were awarded the Barre City contract on October 3 and are hoping to begin work on their LHMP by October 20<sup>th</sup> so we can help expedite the process and find pathways for mitigation for the City. The other LHMP contracts have come in since then and are included. The emergency meeting is to help maximize staff time and to increase ERAF scores for the applicable towns as fast as possible.

#### Town of Waitsfield – Local Hazard Mitigation Plan

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

**Scope of Work:** Develop a single-jurisdiction local hazard mitigation plan intended for FEMA approval.

**Funding:**

Grant Amount: \$8,667 (Federal funds)

Match Amount: \$0

Match Source: N/A

**Performance Period:** 10/20/23 – 12/31/24

**Staff:** Keith Cubbon, Sam Lash, Brian Voigt

#### Town of Waterbury – Local Hazard Mitigation Plan

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

**Scope of Work:** Develop a single-jurisdiction local hazard mitigation plan intended for FEMA approval.

**Funding:**

Grant Amount: \$9,892 (Federal funds)

Match Amount: \$0

Match Source: N/A

**Performance Period:** 10/20/23 – 12/31/24

**Staff:** Keith Cubbon, Sam Lash, Brian Voigt

#### City of Barre – Local Hazard Mitigation Plan

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

**Scope of Work:** Develop a single-jurisdiction local hazard mitigation plan intended for FEMA approval.

**Funding:**

Grant Amount: \$8,793 (Federal funds)

Match Amount: \$0

Match Source: N/A

**Performance Period:** 10/20/23 – 12/31/24**Staff:** Keith Cubbon, Sam Lash, Brian Voigt**Town of Orange – Municipal Project Manager****☒ ACTION REQUESTED:** Authorize the Executive Director to sign the grant agreement.**Scope of Work:** To provide municipal project management role for a pedestrian scoping grant for improving access and pedestrian safety.**Funding:**

Grant Amount: \$4,000 (Federal funds)

Match Amount: \$0

Match Source: N/A

**Performance Period:** 10/20/23 – 12/31/24**Staff:** Keith Cubbon**CONTRACTS ISSUED**

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

**No Contracts to be issued****FOR INFORMATION ONLY**

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

**GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED****N/A**

# Waitsfield

## Local Hazard Mitigation Plan

### Part 1 – Contract Detail

#### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$8,667.00	Contract Start Date: 10/23/23	Contract End Date: 12/31/24	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: as above			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

#### SECTION 2 – CONTRACTOR INFORMATION

Contractor UEI: L97JQHE86VX3			
DUNS Registered Name (if different than Contractor Name above):			
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/content/home">https://sam.gov/content/home</a> . Print Screen Must be Placed in Contract File)			
Date: 10/5/23	Initials: NLC	SAM Expiration Date:	1/30/24
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)			
Date: 10/3/23	Initials: KAC	Debarment Expiration Date:	N/A
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file)			
Date: 10/5/23	Initials: NLC		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)			
Date: 10/5/23	Initials: NLC		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date: 10/11/23	Initials: KAC		
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Date: 10/5/23	Initials: KAC		
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

## Waitsfield Local Hazard Mitigation Plan

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 10/11/23

Initials: KAC

### SECTION 3 – FUNDING SOURCE

Funding Type: ☒ Federal      CFDA #: 97.047      Program Title: BRIC Grant Program  
☐ State      Grant #:  
☒ Other      Source: Municipal

### SECTION 4 – CONTACT INFORMATION

#### TOWN OF WAITSFIELD

##### Project Contact/Coordinator

Name:  
Title:  
Work Phone:  
Email:

##### Finance/Billing

Name:  
Title:  
Work Phone:  
Email:

#### CONTRACTOR

##### Project Contact/Manager

Name: Keith Cubbon  
Title: Planner  
Work Phone: 802-229-0389  
Email: [cubbon@cvregion.com](mailto:cubbon@cvregion.com)

##### Finance/Billing

Name: Christian Meyer  
Title: Executive Director  
Work Phone: 802-229-0389  
Email: [meyer@cvregion.com](mailto:meyer@cvregion.com)

## Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the Town of Waitsfield, (hereafter called "Town"), and Central Vermont Regional Planning Commission, (hereafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor's performance shall begin on October 23, 2023 and end on December 31, 2024. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Prior Approvals.** Approval by the Selectboard is required for all contracts.
4. **Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless

## Waitsfield Local Hazard Mitigation Plan

reduced to writing, numbered and signed by the duly authorized representative of the Town and Contractor.

5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$8,667.00. In the event that the Town is unable to carry out its responsibilities, the Town agrees to reimburse Contractor for services to complete tasks that would have been performed by the Town as part of the in-kind grant match. Contractor services will be billed at actual cost, which may be a higher rate than municipal or volunteer in-kind services.

Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following Town acceptance of the applicable deliverable or deliverable milestone.

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	\$993
2	Draft hazard evaluation Present hazard evaluation at public meeting	\$1,595
3	Draft vulnerability assessment	\$2,968
4	Draft mitigation strategies Present mitigation strategies at public meeting	\$1,769
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	\$993
6	Submit Plan to VEM/FEMA for Approval Pending Adoption Plan adoption by Town Transmittal of adopted plan to FEMA for approval	\$475
	<i>TOTAL</i>	<i>\$8,667</i>

6. **Scope of Work.** The subject matter of this contract is Local Hazard Mitigation Plan update. Detailed services to be provided by the contractor are designated in the proposal. A brief overview of services is as follows:

## Waitsfield Local Hazard Mitigation Plan

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	11/15/23
2	Draft hazard evaluation Present hazard evaluation at public meeting	11/30/23
3	Draft vulnerability assessment	1/31/24
4	Draft mitigation strategies Present mitigation strategies at public meeting	1/31/24
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	2/28/24*
6a	Submit Plan to VEM/FEMA for Approval Pending Adoption	3/31/24*
6b	Plan adoption by Town Transmittal of adopted plan to VEM/FEMA for approval	4/30/24*

\*Timing of deliverable depends on when VEM returns comments. Customarily, this is within the 30-day public comment period. Deliverable schedule provides ~two weeks for addressing comments and securing Selectboard approval for final submission.

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

**For the Town:**

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

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

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

Date: \_\_\_\_\_

**For the Contractor:**

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

Name:

Christian Meyer

Title:

Executive Director

Date:

10/4/23

## Waitsfield Local Hazard Mitigation Plan

### Contract Provisions

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the Town or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the Town or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor 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 Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Town.

Workers Compensation: With respect to all operations performed, the Contractor 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 Contractor shall carry general liability insurance. 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
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire/Legal/Liability

Automotive Liability: The Contractor shall carry automotive liability insurance. 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.



## Waitsfield Local Hazard Mitigation Plan

*Additional Insured.* Contractor shall name the Town and its officers and employees as additional insureds for liability arising out of this Agreement. 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 Town.

**4. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

**5. 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 Agreement 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.

**6. 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 Contractor 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 Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.

**7. Whistleblower Protections:** The Contractor 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 Contractor 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 Contractor or its agents prior to reporting to any governmental entity and/or the public.

**8. Location of State Data:** No State data received, obtained, or generated by the Contractor in connection with performance under this Agreement shall be processed, transmitted, stored, or

## Waitsfield Local Hazard Mitigation Plan

transferred by any means outside the continental United States, except with the express written permission of the State.

**9. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement.

**10. 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 this Agreement 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 Agreement 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 not further legal recourse to contest the amounts due.

**11. Child Support:** (Only applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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.

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.

## Waitsfield Local Hazard Mitigation Plan

**12. No Gifts or Gratuities:** Contractor 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.

**13. Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

**14. State Facilities:** If the State makes space available to the Contractor in any State facility during the term of this Agreement for purposes of the Contractor's performance under this Agreement, the Contractor 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 Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**15. Requirements Pertaining Only to State-Funded Grants:**

- A. **Certification Regarding Use of State Funds:** If Contractor is an employer and this Agreement is a State-funded grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Contractor 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

**(End of Contract Provisions)**

# Waterbury

## Local Hazard Mitigation Plan

### Part 1 – Contract Detail

#### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$9,892.00	Contract Start Date: 10/23/23	Contract End Date: 12/31/24	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: as above			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

#### SECTION 2 – CONTRACTOR INFORMATION

Contractor UEI: L97JQHE86VX3			
DUNS Registered Name (if different than Contractor Name above):			
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/content/home">https://sam.gov/content/home</a> . Print Screen Must be Placed in Contract File)			
Date: 10/5/23	Initials: NLC	SAM Expiration Date: 1/30/24	
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)			
Date: 10/3/23	Initials: KAC	Debarment Expiration Date: N/A	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file)			
Date: 10/5/23	Initials: NLC		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)			
Date: 10/5/23	Initials: NLC		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date: 10/11/23	Initials: KAC		
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Date: 10/5/23	Initials: KAC		
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

## Waterbury Local Hazard Mitigation Plan

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 10/11/23

Initials: KAC

### SECTION 3 – FUNDING SOURCE

Funding Type: ☒ Federal      CFDA #: 97.047      Program Title: BRIC Grant Program  
☐ State      Grant #:  
☒ Other      Source: Municipal

### SECTION 4 – CONTACT INFORMATION

#### TOWN OF WATERBURY

##### Project Contact/Coordinator

Name:  
Title:  
Work Phone:  
Email:

##### Finance/Billing

Name:  
Title:  
Work Phone:  
Email:

#### CONTRACTOR

##### Project Contact/Manager

Name: Keith Cubbon  
Title: Planner  
Work Phone: 802-229-0389  
Email: [cubbon@cvregion.com](mailto:cubbon@cvregion.com)

##### Finance/Billing

Name: Christian Meyer  
Title: Executive Director  
Work Phone: 802-229-0389  
Email: [meyer@cvregion.com](mailto:meyer@cvregion.com)

## Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the Town of Waterbury, (hereafter called "Town"), and Central Vermont Regional Planning Commission, (hereafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor's performance shall begin on October 23, 2023 and end on December 31, 2024. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Prior Approvals.** Approval by the selectboard is required for all contracts.
4. **Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless

## Waterbury Local Hazard Mitigation Plan

reduced to writing, numbered and signed by the duly authorized representative of the Town and Contractor.

5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$9,892.00. In the event that the Town is unable to carry out its responsibilities, the Town agrees to reimburse Contractor for services to complete tasks that would have been performed by the Town as part of the in-kind grant match. Contractor services will be billed at actual cost, which may be a higher rate than municipal or volunteer in-kind services.

Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following Town acceptance of the applicable deliverable or deliverable milestone.

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	\$1,511
2	Draft hazard evaluation Present hazard evaluation at public meeting	\$1,880
3	Draft vulnerability assessment	\$3,264
4	Draft mitigation strategies Present mitigation strategies at public meeting	\$1,769
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	\$993
6	Submit Plan to VEM/FEMA for Approval Pending Adoption Plan adoption by Town Transmittal of adopted plan to FEMA for approval	\$475
	<i>TOTAL</i>	<i>\$9,892</i>

6. **Scope of Work.** The subject matter of this contract is Local Hazard Mitigation Plan update. Detailed services to be provided by the contractor are designated in the proposal. A brief overview of services is as follows:

## Waterbury Local Hazard Mitigation Plan

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	11/30/23
2	Draft hazard evaluation Present hazard evaluation at public meeting	1/31/23
3	Draft vulnerability assessment	1/31/24
4	Draft mitigation strategies Present mitigation strategies at public meeting	2/28/24
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	1/31/24*
6a	Submit Plan to VEM/FEMA for Approval Pending Adoption	4/15/24*
6b	Plan adoption by Town Transmittal of adopted plan to VEM/FEMA for approval	6/10/24*

\*Timing of deliverable depends on when VEM returns comments. Customarily, this is within the 30-day public comment period. Deliverable schedule provides ~two weeks for addressing comments and securing Selectboard approval for final submission.

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

**For the Town:**

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

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

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

Date: \_\_\_\_\_

**For the Contractor:**

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

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

Christian Meyer

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

Executive Director

Date: \_\_\_\_\_

10/4/23

## Waterbury Local Hazard Mitigation Plan

### Contract Provisions

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the Town or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the Town or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor 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 Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Town.

**Workers Compensation:** With respect to all operations performed, the Contractor 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 Contractor shall carry general liability insurance. 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
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire/Legal/Liability

**Automotive Liability:** The Contractor shall carry automotive liability insurance. 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.



## Waterbury Local Hazard Mitigation Plan

*Additional Insured.* Contractor shall name the Town and its officers and employees as additional insureds for liability arising out of this Agreement. 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 Town.

**4. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

**5. 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 Agreement 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.

**6. 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 Contractor 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 Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.

**7. Whistleblower Protections:** The Contractor 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 Contractor 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 Contractor or its agents prior to reporting to any governmental entity and/or the public.

**8. Location of State Data:** No State data received, obtained, or generated by the Contractor in connection with performance under this Agreement shall be processed, transmitted, stored, or

## Waterbury Local Hazard Mitigation Plan

transferred by any means outside the continental United States, except with the express written permission of the State.

**9. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement.

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- B. Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement 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 Agreement 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 not further legal recourse to contest the amounts due.

**11. Child Support:** (Only applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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.

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.

## Waterbury Local Hazard Mitigation Plan

**12. No Gifts or Gratuities:** Contractor 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.

**13. Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

**14. State Facilities:** If the State makes space available to the Contractor in any State facility during the term of this Agreement for purposes of the Contractor's performance under this Agreement, the Contractor 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 Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**15. Requirements Pertaining Only to State-Funded Grants:**

- A. **Certification Regarding Use of State Funds:** If Contractor is an employer and this Agreement is a State-funded grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Contractor 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

**(End of Contract Provisions)**

# City of Barre

## Local Hazard Mitigation Plan

### Part 1 – Contract Detail

#### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____
Contract Amount: \$8,793.00	Contract Start Date: 10/11/23
Contract End Date: 12/31/24	
Contractor Name: Central Vermont Regional Planning Commission	
Contractor Physical Address: 29 Main Street, Suite 4	
City: Montpelier	State: VT
Zip Code: 05602	
Contractor Mailing Address: as above	
City:	State:
Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/>	Fixed Price <input checked="" type="checkbox"/>
Other <input type="checkbox"/> (please specify)	
If this action is an amendment, the following is amended:	
Funding Amount <input type="checkbox"/>	Performance Period <input type="checkbox"/>
Scope of Work <input type="checkbox"/>	
Other <input type="checkbox"/> (please specify)	

#### SECTION 2 – CONTRACTOR INFORMATION

Contractor UEI: L97JQHE86VX3	
DUNS Registered Name (if different than Contractor Name above):	
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/content/home">https://sam.gov/content/home</a> . Print Screen Must be Placed in Contract File)	
Date: 10/5/23	Initials: NLC
SAM Expiration Date: 1/30/24	
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)	
Date: 10/3/23	Initials: KAC
Debarment Expiration Date: N/A	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))	
Date: 10/5/23	Initials: NLC
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)	
Date: 10/5/23	Initials: NLC
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)	
Date: 10/5/23	Initials: KAC
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Date: 10/5/23	Initials: KAC
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

## City of Barre

### Local Hazard Mitigation Plan

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 10/03/23

Initials: KAC

#### SECTION 3 – FUNDING SOURCE

Funding Type: ☒ Federal      CFDA #: 97.047      Program Title: BRIC Grant Program  
☐ State      Grant #:  
☒ Other      Source: Municipal

#### SECTION 4 – CONTACT INFORMATION

##### CITY OF BARRE

###### Project Contact/Coordinator

Name:  
 Title:  
 Work Phone:  
 Email:

###### Finance/Billing

Name:  
 Title:  
 Work Phone:  
 Email:

##### CONTRACTOR

###### Project Contact/Manager

Name: Keith Cubbon  
 Title: Planner  
 Work Phone: 802-229-0389  
 Email: [cubbon@cvregion.com](mailto:cubbon@cvregion.com)

###### Finance/Billing

Name: Christian Meyer  
 Title: Executive Director  
 Work Phone: 802-229-0389  
 Email: [meyer@cvregion.com](mailto:meyer@cvregion.com)

## Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the City of Barre, (hereafter called “City”), and Central Vermont Regional Planning Commission, (hereafter called “Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor’s performance shall begin on October 11, 2023 and end on December 31, 2024. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Prior Approvals.** Approval by the City Council is required for all contracts.
4. **Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless

## City of Barre

### Local Hazard Mitigation Plan

reduced to writing, numbered and signed by the duly authorized representative of the City and Contractor.

5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the City agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$8,793.00. In the event that the City is unable to carry out its responsibilities, the City agrees to reimburse Contractor for services to complete tasks that would have been performed by the City as part of the in-kind grant match. Contractor services will be billed at actual cost, which may be a higher rate than municipal or volunteer in-kind services.

Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following City acceptance of the applicable deliverable or deliverable milestone.

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	\$518
2	Draft hazard evaluation Present hazard evaluation at public meeting	\$1,595
3	Draft vulnerability assessment	\$2,968
4	Draft mitigation strategies Present mitigation strategies at public meeting	\$2,244
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	\$993
6	Submit Plan to VEM/FEMA for Approval Pending Adoption Plan adoption by City Transmittal of adopted plan to FEMA for approval	\$475
	<i>TOTAL</i>	<i>\$8,793</i>

6. **Scope of Work.** The subject matter of this contract is Local Hazard Mitigation Plan update. Detailed services to be provided by the contractor are designated in the proposal. A brief overview of services is as follows:

## City of Barre

### Local Hazard Mitigation Plan

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	11/01/23
2	Draft hazard evaluation Present hazard evaluation at public meeting	11/30/23
3	Draft vulnerability assessment	12/31/23
4	Draft mitigation strategies Present mitigation strategies at public meeting	1/31/23
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	1/31/24*
6a	Submit Plan to VEM/FEMA for Approval Pending Adoption	2/28/24*
6b	Plan adoption by City Transmittal of adopted plan to VEM/FEMA for approval	3/31/24*

\*Timing of deliverable depends on when VEM returns comments. Customarily, this is within the 30-day public comment period. Deliverable schedule provides ~two weeks for addressing comments and securing City Council approval for final submission.

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

**For the City:**

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

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

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

Date: \_\_\_\_\_

**For the Contractor:**

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

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

Christian Meyer

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

Executive Director

Date: \_\_\_\_\_

10/4/23

**City of Barre**  
**Local Hazard Mitigation Plan**

**Contract Provisions**

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the City or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the City or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor 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 Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the City.

**Workers Compensation:** With respect to all operations performed, the Contractor 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 Contractor shall carry general liability insurance. 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
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire/Legal/Liability

**Automotive Liability:** The Contractor shall carry automotive liability insurance. 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.



## City of Barre

### Local Hazard Mitigation Plan

*Additional Insured.* Contractor shall name the City and its officers and employees as additional insureds for liability arising out of this Agreement. 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 City.

**4. Fair Employment Practices and Americans with Disabilities Act:** Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

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**City of Barre**  
**Local Hazard Mitigation Plan**

transferred by any means outside the continental United States, except with the express written permission of the State.

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**11. Child Support:** (Only applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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
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**City of Barre**  
**Local Hazard Mitigation Plan**

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**13. Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

**14. State Facilities:** If the State makes space available to the Contractor in any State facility during the term of this Agreement for purposes of the Contractor's performance under this Agreement, the Contractor 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 Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**15. Requirements Pertaining Only to State-Funded Grants:**

- A. **Certification Regarding Use of State Funds:** If Contractor is an employer and this Agreement is a State-funded grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Contractor 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

**(End of Contract Provisions)**

SCOPING STUDY MUNICIPAL PROJECT  
MANAGEMENT SERVICES

*by and between the*

CENTRAL VERMONT REGIONAL PLANNING  
COMMISSION

*and the*

TOWN of ORANGE

I. AGREEMENT FOR SERVICES

It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the RPC) and the TOWN OF ORANGE (herein after called the MUNICIPALITY) that the RPC shall assist the MUNICIPALITY with Municipal Project Management (MPM) for the MUNICIPALITY of a Pedestrian Scoping Study, VTrans Project Number: Orange TAP TA23(4)

WHEREAS state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS the RPC is ready, willing, and able to perform the required services.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

The RPC shall provide services necessary to ensure the successful completion of the scoping study project under consideration as set forth in Attachment A: Scope of Work, and Attachment B: Specifications for Contractor Services June, 2014 (revised May, 2019) which are incorporated herein and made a part of this Agreement.

Should it become necessary for the RPC to procure sub-consultant services, this selection will be subject to approval. It is expected that any solicitations by the RPC will include reference to the Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy.

II. GENERAL TERMS AND CONDITIONS

A. The RPC will bill the MUNICIPALITY for the actual cost of all services, expenses, and materials for the work it performs.

B. In accordance with Attachment A, the maximum dollar amount for all services performed under this Agreement shall not exceed \$4,000 unless otherwise amended. The MUNICIPALITY will be charged for only that portion of the \$4000 actually incurred by the RPC. Any costs over and above the maximum amount will be borne by the RPC unless it is mutually agreed upon to amend the maximum amount.

C. The period of performance under this Agreement shall commence on 10/19/23 and run through 12/31/2026 unless otherwise amended.

D. Changes, modifications, or amendments in the terms, conditions and fees of this Agreement shall be written and signed by the duly authorized representatives of the RPC and

- E. The parties agree that the RPC, and any agents and employees of the RPC shall act in an independent capacity and not as officers or employees of the MUNICIPALITY.
- F. The MUNICIPALITY, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed under this Agreement.
- G. Reasonable extensions of time for completing the work may be granted in writing by the MUNICIPALITY, if the RPC can demonstrate that it was unavoidably delayed by circumstances beyond its control.
- H. The MUNICIPALITY shall appoint one person as the MUNICIPALITY's principal contact for this project.
- I. If, through any cause, the RPC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the MUNICIPALITY shall have the right to terminate this Agreement by giving written notice to the RPC and specifying the effective date thereof, at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the RPC by the MUNICIPALITY.

### III. OBLIGATIONS OF THE RPC

- A. The RPC agrees that the RPC staff will work with the MUNICIPALITY on the tasks as outlined in Attachment A (Scope of Services). The MPM will be accountable to the Members and duly authorized agents of the Legislative Body of the MUNICIPALITY or their designee. The MUNICIPALITY and the RPC will comply with the "Project Development Process" and adhere to the Municipal Assistance Section (MAS) "Guidebook for Municipally Managed Projects" and as described in a grant agreement between State of Vermont Agency of Transportation and the MUNICIPALITY dated 5/22/23.
- B. The RPC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and shall make them available at reasonable times during the period of this Agreement.
- C. The RPC shall invoice the MUNICIPALITY monthly during the contract period. The RPC shall submit progress reports describing the progress of work to date. The invoices and progress reports shall indicate the total hours worked. Any direct expenses and materials shall be itemized and documented.
- D. RPC staff shall review any work contracted with third parties by the RPC under this agreement for conformance with statutory requirements. Written comments and recommendations will be submitted to the consultant and/or MUNICIPALITY as needed.
- E. All statutory requirements under Vermont law in effect at the time and all pass-through requirements of the Vermont Agency of Transportation will be observed by the RPC.

### IV. OBLIGATIONS OF THE MUNICIPALITY

- A. In consideration of the services to be provided by the RPC, the MUNICIPALITY agrees to pay the Commission after review and approval of the invoices submitted in accordance with the provisions of Section III, C. The invoices shall be payable to the RPC within 30 days following receipt of a complete invoice.
- B. The MUNICIPALITY agrees to sponsor meetings with RPC's staff and/or consultant as necessary to review various activities called for in the attached Scope of Work. The meeting schedule and structure shall be flexible and may be coordinated with regular

C. The MUNICIPALITY agrees to cooperate with and administratively assist the RPC's staff and/or consultant, without charge, in carrying out tasks as needed to complete the project.

D. The MUNICIPALITY agrees to review the draft(s) delivered by the RPC for final editing and production to satisfy this project.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this \_\_\_\_th day of October.

\_\_\_\_\_  
Executive Director, Central Vermont Regional Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Municipal Official

\_\_\_\_\_  
Date

Enclosures:

Scope of Work – MPM Services (Attachment A)  
Cost Proposal (Attachment B)  
Specifications for Contractor Services (Attachment C)  
Certificate of Insurance  
Conflict of Interest Form  
Debarment and Non-Collusion Form  
Certification for Federal-Aid Contracts (DOT Form 272-040 EF)  
Certification Regarding Lobbying  
Contractor's EEO Certification Form (CA-109)  
Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)