

**MOUNT ASCUTNEY REGIONAL COMMISSION  
AMMENDMENT #2 TO  
STANDARD SUB-GRANT AGREEMENT  
#CVRPC-2021DIBG-04**

This AMENDMENT to contract #CVRPC-2021DIBG-04 (Contract), dated February 22, 2022, by and between the **Mount Ascutney Regional Commission (MARC)** (previously SWCRPC), and **Central Vermont Regional Planning Commision (CVRPC)** shall be made effective on this 1st day of December, 2023, for the purposes of amending the project budget to cover design revisions made to improve functionality of the overall project and for additional project management expenses due to project complexity. (attached). This is the second amendment to this contract.

The Contract amendment is as follows:

1. **Agreement Term and Deadlines:** The period of SUB-GRANTEE's performance shall begin within 90 days of the execution of this agreement and end on ~~December 1~~ **July 1**, 2024. To be eligible for reimbursement, all projects must be completed and all deliverables and project invoicing must be submitted by no later than ~~November 1~~ **June 30**, 2024.

2. **Attachment B – Budget and Payment Provisions:**

Moretown Elementary School & Town Office Stormwater Implementation

Budget Table adjustments to revise cost estimates are as follows:

Budget Category	Project Budget Amount	Funding Amount *	Total Match Provided
1 – Sub-grant Administration & Project Management	<del>\$12,373</del> <del>\$13,373</del> \$13,833	<del>\$12,373</del> <del>\$13,373</del> \$13,833	\$0
2 – Project Implementation	<del>\$321,325</del> <del>\$384,693</del> \$407,228	<del>\$320,325</del> <del>\$368,693</del> \$390,291	<del>\$1,000</del> <del>\$16,000</del> \$16,937
Total	<del>\$333,698</del> <del>\$398,066</del> \$421,061	<del>\$332,698</del> <del>\$382,066</del> \$404,124	<del>\$1,000</del> <del>\$16,000</del> \$16,937

All other language in the Contract remains the same.

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

MOUNT ASCUTNEY  
REGIONAL COMMISSION

SUB-GRANTEE

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

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

Name: Jason Rasmussen

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

Title: Executive Director

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

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

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

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Agency of Natural Resource/Department of Environmental Conservation (the "State") and the Central Vermont Regional Planning Commission, with a principal place of business in Montpelier, Vermont (the "Contractor") that the contract between them originally dated as of December 7, 2022, Contract # 44865, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 6, 2023, to December 6, 2024. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **Add:** Attachment G- Federal terms and conditions
- III. **Add:** Attachment H Programmatic Terms and Conditions

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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 this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 23 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT****Central Vermont Regional Planning Commission****By:** \_\_\_\_\_**By:** \_\_\_\_\_**Name:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_**Date:** \_\_\_\_\_

**Attachment G: EPA General Terms and Conditions**  
**applicable to Sub-Recipients**  
**Effective October 1, 2019**

**1. Introduction**

- (a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Please note that EPA updated these terms and conditions to include coverage effective August 13, 2020 prohibiting the use of EPA funds to purchase certain telecommunications services or products (General Term and Condition #6) and amending the termination bases available for EPA assistance agreements (General Term and Condition #3). Recipients must review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.
- (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

**2. Uniform Administrative Requirements, Cost Principles and Audit**

**Requirements for Federal Awards** This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

- 2.1. Effective Date and Incremental or Supplemental Funding.** Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time

of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).

**3. *Termination (Effective 8/13/2020)***

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

- a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or
- b. if the award no longer effectuates the program goals or agency priorities.

Situations in which EPA may terminate an award under this provision include when:

(i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;

(ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;

(iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

**Selected Items of Cost**

**4. *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment***

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligor or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

**5. *Consultant Cap***

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

**6. *Management Fees***

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**7. *Federal Employee Costs***

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

**8. *Foreign Travel***

**EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs.** The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the

U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

#### **9. *The Fly America Act and Foreign Travel***

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

### **Reporting and Additional Post-Award Requirements**

#### **10. *Central Contractor Registration/System for Award Management and Universal Identifier Requirements***

**10.1. Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

- a. **Requirement for Unique Entity Identifier.** If the recipient is authorized to make subawards under this award, the recipient:
- b. Must notify potential subrecipients that no entity (see definition in paragraph 13.3 of this award term) may receive a subaward unless the entity has provided its Unique Entity Identifier.
- c. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

**10.2. Definitions.** For the purposes of this award term:

- a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site: <https://www.sam.gov/SAM/>.
- b. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.
- c. **Entity** includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following:
  - 10.3.c.1.** Governmental organization, which is a State, local government, or Indian tribe;
  - 10.3.c.2.** A foreign public entity;
  - 10.3.c.3.** A domestic or foreign nonprofit organization;

- 10.3.c.4. A domestic or foreign for-profit organization; and
- 10.3.c.5. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.

d. **Subaward:**

10.3.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

10.3.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

10.3.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

e. **Subrecipient** means an entity that:

10.3.e.1. Receives a subaward from the recipient under this award; and

10.3.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

### 10.3. **Exemptions**

- a. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

10.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

### 10.4. **Definitions.** For purposes of this award term:

- a. **Entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. **Executive** means officers, managing partners, or any other employees in management positions.

c. **Subaward:**

10.5.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

10.5.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

10.5.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

d. **Subrecipient** means a non-Federal entity or Federal agency that:

10.5.e.1. Receives a subaward from the recipient under this award; and

10.5.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

- e. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information



see 17 CFR 229.402(c)(2)):

**10.5.f.1.** Salary and bonus.

**10.5.f.2.** Awards of stock, stock options and stock appreciation rights.

Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

**10.5.f.3.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

**10.5.f.4.** Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

**10.5.f.5.** Above-market earnings on deferred compensation which is not tax-qualified.

**10.5.f.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**11. *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.***

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

## **12. *Disclosing Conflict of Interests***

### **12.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).**

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances. Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

## **12.2. For awards to states including state universities that are state agencies or instrumentalities**

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at:

<https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy> . The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request

payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

## **Programmatic General Terms and Conditions**

### **13. *Sufficient Progress***

EPA 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. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

### **14. *Copyrighted Material and Data***

In accordance with [2 CFR 200.315](#), EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

### **15. *Patents and Inventions***

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the

invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

#### **16. Acknowledgement Requirements for Non-ORD Assistance Agreements**

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtrc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

#### **17. Electronic and Information Technology Accessibility**

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

#### **18. Human Subjects**

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

#### **19. Animal Subjects**

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional

information about the Principles, the recipient should consult the [Guide for the Care and Use of Laboratory Animals](#), prepared by the Institute of Laboratory Animal Resources, National Research Council.

## **20. *Light Refreshments and/or Meals***

### **APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):**

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

### **FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:**

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where



alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

## **21. Tangible Personal Property**

**35.1 Reporting** Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

## **Public Policy Requirements**

### **22. Civil Rights Obligations**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

#### **a. Statutory Requirements**

- i. In carrying out this agreement, the recipient must comply with:
  1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
  1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:



1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

**b. Regulatory Requirements**

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  1. For Title IX obligations, 40 C.F.R. Part 5; and
  2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
  3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
  4. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

**c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation**

- i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>
- ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>
- iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**23. Drug-Free Workplace**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title [2 CFR Part 1536 Subpart E](#). Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at [www.ecfr.gov/](http://www.ecfr.gov/).

#### **24. Hotel-Motel Fire Safety**

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

#### **25. Lobbying Restrictions**

**a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:**

- i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of

1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

**b) *Applicable to assistance agreements when the amount of the award is over \$100,000:***

- i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:
  - (1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying."](#) in accordance with its instructions.
  - (3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**26. *Resource Conservation and Recovery Act***

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

## **27. *Trafficking in Persons***

### **a. Provisions applicable to a recipient that is a private entity.**

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
  1. Is determined to have violated a prohibition in paragraph a of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR Part 1532.

### **b. Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
  1. Associated with performance under this award; or
  2. Imputed to the subrecipient using the standards and due

process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR Part 1532.

**c. Provisions applicable to any recipient.**

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

**d. Definitions.** For purposes of this award term:

- i. "Employee" means either:
  1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii. "Private entity":
  1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  2. Includes:
    - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - b. A for-profit organization.
- iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**ATTACHMENT H: Vermont DEC Lake Champlain Basin Program  
(ENVIRONMENTAL PROTECTION AGENCY)  
Award Year 2020**

**Programmatic Conditions Applicable to Subrecipients**

**A. State Grant**

**Cybersecurity Condition**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

**B. Information Collection**

EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. If the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq. ), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons.

The recipient will provide to the EPA Project Officer the following information before information applicable to the requirement is pursued: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

### **c. Copyright**

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

### **A. Geospatial Data**

Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see [http://www.epa.gov/esd/ggc/pdf/epa\\_natl\\_geo\\_data\\_policy.pdf](http://www.epa.gov/esd/ggc/pdf/epa_natl_geo_data_policy.pdf)). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically, the grantee must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on

geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.

**B. Report Acknowledgement**

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."





3 January 2024

Allaire Diamond  
Vermont Land Trust  
8 Bailey Avenue  
Montpelier, VT 05602

RE: Clean Water Service Provider Master Agreement, Addendum 1 – Scope of Work and Cost Estimate  
for Preliminary Design of John Fowler Road Berm Removal – Marshfield, VT

Dear Allaire:

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski River Basin, revises the agreement for the John Fowler Road Berm Removal Final Design to extend the end date to 1 June 2024. The Scope of Work remains the same. The total cost estimate for this work remains \$44,603.57.

Under the terms of our Master Agreement, dated 5 June 2023, this letter, your proposal and the Master Agreement comprise the contract for this project.

We look forward to working with you to improve water quality in the Winooski River Basin.

Sincerely,

Christian Meyer  
Executive Director

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

## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Amendment <input checked="" type="checkbox"/> #2023-13.01-A1	
Contract Amount: \$44,603.57	Task Start Date: 09/06/2023	Contract End Date: 06/01/2024
Total Master Contract Value: \$44,603.57		
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor DUNS/UEI: MHPJZCMBQA17		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 30 August 2023	Initials: bv	SAM Expiration Date: 3 March 2024
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. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 30 August 2023	Initials: bv	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date:	Initials:	
Single Audit check in Federal Audit Clearinghouse ( <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: 31 August 2023	Initials: bv	
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: 30 August 2023	Initials: bv	
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: 7 September 2023	Initials: bv	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]		
Date: 30 August 2023	Initials: bv	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)		
Date: 30 August 2023	Initials: bv	

**SECTION 3 – FUNDING SOURCE**

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2023-CWSP-WID-05

Funding Type: ☐ Federal CFDA/ALN #:  
 Program Title:  
☒ State  
☐ Municipal  
☐ Other Source: (ex. private, non-profit, etc.)

**SECTION 4 – CONTACT INFORMATION****CVRPC**Project Contact/Coordinator

Name: Brian Voigt  
 Title: Senior Planner  
 Work Phone: 802.262.1029  
 Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer  
 Title: Executive Director  
 Work Phone: 802.229.0389  
 Email: meyer@cvregion.com

**CONTRACTOR**Project Contact/Manager

Name: Allaire Diamond  
 Title: Ecologist  
 Work Phone: 802.861.6411  
 Cell Phone (if applicable): 802.879.6672  
 Email: Allaire@vlt.org

Finance/Billing

Name: David Morrissey  
 Title: Director of Finance  
 Work Phone: 802.989.0651  
 Email: dmorrissey@vlt.org

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

## Part 2: Contract Agreement

### Article 6 – Compensation

6.1.a: Preliminary Design of John Fowler Road Berm Removal – Marshfield, VT. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANT shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
1	Project initiated; proposal / bid solicitation issued and contractor selected (if applicable)	Copy of proposal solicitation; contractor selected	31 December 2023	\$2,000
2	Conceptual site plan drafted	Conceptual site plan	1 March 2024	\$14,500
3	Stakeholder meeting	Attendance and minutes of stakeholder meeting	1 April 2024	\$1,000
4	DEC Programmatic Staff Engagement	Support letter(s) from DEC Programmatic Staff	1 March 2024	\$2,000
5	Other permit-required assessments or plans completed (if applicable)	Completed assessments or plans	1 March 2024	\$2,000
6	Preliminary (30%) design complete	30% design documents	1 June 2024	\$21,103.57
7	Preliminary VDHP Project Review	Completed preliminary review by VDHP Staff	1 June 2024	\$2,000
Total Cost				\$44,603.57

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.



## **MASTER AGREEMENT**

by and between

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

and

**CALEDONIA COUNTY NATURAL RESOURCES CONSERVATION DISTRICT**

for

**PROJECT MANAGEMENT SERVICES**

**CVRPC Agreement Number: 2024-1**

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## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> #	
Contract Amount: \$	Contract Start Date: 01/03/2024	Contract End Date: 01/02/2027
Contractor Name: Caledonia County Natural Resources Conservation District		
Contractor Physical Address: 481 Summer St. Suite 202		
City: St. Johnsbury	State: VT	Zip Code: 05819
Contractor Mailing Address: 481 Summer St. Suite 202		
City: St. Johnsbury	State: VT	Zip Code: 05819
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input 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 Duns/UEI: G5VJFDLLZL46		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 12/14/2023 Initials: NC SAM Expiration Date: 11/8/2024		
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. Both the name of the entity and name of the primary point of contact must be checked.) Date: 11/30/2023 Initials: LF Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 12/14/2024 Initials: LF		
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: 12/14/2023 Initials: LF		
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: 12/14/2023 Initials: LF		

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: 12/14/2023 Initials: LF

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒  
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 12/14/2023 Initials: LF

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

Date: 12/14/2023 Initials: LF

### SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2024-CWSP-WID-08

Funding Type: ☐ Federal CFDA/ALN #:  
Program  
Title:  
☒ State  
☐ Municipal  
☐ Other Source: (ex. private, non-profit, etc.)

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Brian Voigt  
Title: Senior Planner  
Work Phone: 802-262-1029  
Email: voigt@cvregion.com

##### Finance/Billing

Name: Christian Meyer  
Title: Executive Director  
Work Phone: 802-229-0389  
Email: meyer@cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Emily Finnegan  
Title: District Manager  
Work Phone: 802-424-3149  
Cell Phone (if applicable):  
Email: emily.finnegan@vt.nacdnet.net

##### Finance/Billing

Name: Emily Finnegan  
Title: District Manager  
Work Phone: 802-424-3149  
Cell Phone (if applicable):  
Email: emily.finnegan@vt.nacdnet.net



## Part 2: Agreement

### STANDARD MASTER AGREEMENT FOR SERVICES

This agreement for PROJECT MANAGEMENT SERVICES (hereinafter "Agreement") is hereby made effective as of the 6th of June, 2023 (hereinafter the "effective date") by and between the Central Vermont Regional Planning Commission (hereinafter "CVRPC"), in its role as the Clean Water Service Provider for the Winooski River Basin, with its place of business located at 29 Main Street, Suite 4, Montpelier, VT 05602, and CALEDONIA COUNTY NATURAL RESOURCES CONSERVATION DISTRICT (hereinafter "SUBGRANTEE") having offices located at 481 Summer St. Suite 202 St. Johnsbury, VT 05819. The CVRPC and SUBGRANTEE are collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, CVRPC has entered into an agreement with the Department of Environmental Conservation pursuant to which CVRPC will receive funding to serve as the Clean Water Service Provider for the Winooski River Basin to assess, identify, develop, design, implement, operate, maintain and inspect non-regulatory, phosphorous-reduction water quality improvement projects to meet a phosphorous-reduction target specified by the VT Department of Environmental Conservation; and

WHEREAS CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, will solicit Calls for Applications; and

WHEREAS CVRPC, in conformance with the agreements and contracts, intends to grant sub-awards or enter into contracts (Project Contracts) with qualified municipalities and organizations for advancing water quality improvement projects prioritized by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council; and

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

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

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

### **Article 1 - Engagement**

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

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

1.3 The CVRPC shall pay SUBGRANTEE for these PROJECT MANAGEMENT SERVICES based on labor rates found in Attachment A. Individual projects under the contract will be released on a Task Order basis when the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council elect to proceed with a project.

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

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

### **Article 2 - Description of Services**

2.1 SUBGRANTEE shall perform the services set forth under Article 3 of this Agreement in a satisfactory manner, as reasonably determined by the CVRPC and based upon applicable regulations and accepted work practices specific to the type of services rendered. Task Orders will be on a time and materials basis, cost not to exceed an approved budget amount without prior authorization of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council. SUBGRANTEE shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin; provided, however, SUBGRANTEE shall not be required to make such revisions at its

sole cost and expense where the revisions are based upon considerations outside the scope of services initially proposed to SUBGRANTEE in the Project Scope of Work.

2.2 All reports, drawings, and documents prepared by SUBGRANTEE under this agreement shall be submitted to the CVRPC for review and approval. The CVRPC shall review and respond to materials submitted by SUBGRANTEE within thirty (30) calendar days.

In the event the CVRPC disapproves of any of the submitted materials, or any portion thereof, or requires additional material within the scope of services to properly review the submission, SUBGRANTEE shall revise such disapproved work and submit the revised work or the additional required material for review and approval. Should these services result from corrections or revisions required because of errors or omissions by others not retained by SUBGRANTEE or are necessitated by a change in scope through no error of SUBGRANTEE, then compensation shall be as per Sub article 6.6.

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

2.4 All of the materials prepared by SUBGRANTEE and paid for by the CVRPC under this agreement shall be the property of the CVRPC and will be used for reliance by them, the State of Vermont - Department of Environmental Conservation, and any participating municipality within which the project is located as designated by CVRPC.

### **Article 3 - Scope of Services**

3.1 SUBGRANTEE will provide CVRPC with a separate proposal for each project in response to a Call for Applications issued by CVRPC in its role as the Clean Water Service Provider for the Winooski River Basin. Unless otherwise agreed, each proposal will be prepared at SUBGRANTEE's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by SUBGRANTEE.

3.2 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, along with the Winooski Basin Water Quality Council reserve the right to negotiate and approve or disapprove each proposal submitted. Proposals will be approved via a signed Engagement Letter (See Attachment B). Once a proposal has been approved, it shall become a Sub-grant or Contract, binding upon the Parties, and no changes to any Sub-grant or Contract shall be valid unless in writing and executed by the Parties.

3.3 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, may, but need not, continue to contract with SUBGRANTEE for additional work on a project. Additionally, CVRPC reserves the right to award additional work to another prequalified contractor and/or put additional work out to competitive bid.

3.4 SUBGRANTEE will provide timely reports, invoices, and feedback to ensure compliance with reporting requirements.

#### **Article 4 - Information to be furnished to Contractor**

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

#### **Article 5 - Time of Performance**

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

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

5.3 This agreement shall remain in effect for a 3-year period ending on June 5, 2026, unless otherwise extended by CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin.

## **Article 6 – Compensation**

6.1 Compensation will be based on subsequent task orders for individual projects and based on labor rates for all job categories and overhead rate and fee (Attachment A). This fee will be included in the Project Scope of Work and referenced in the Engagement Letter (Attachment B) and will not to be exceeded without CVRPC's prior approval. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the CVRPC Representative, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

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

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

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

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

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

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

## **Article 7 - Terms and Conditions**

7.1 This agreement is subject to and incorporates the Contracting Provisions in Attachments C and D. Other Contracting Provisions may be incorporated at a later date if an alternate funding source is used.

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

7.3 The CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and SUBGRANTEE each binds itself, its partners, successors, assigns, legal representatives to the other party to this Agreement and to its partners, successors, assigns, legal representatives of such other party with respect to all covenants of this agreement.

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

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

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

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

SUBGRANTEE:  
Emily Finnegan, District Manager  
CCNRCD  
481 Summer St. Suite 202  
St. Johnsbury, VT 05819

CVRPC:  
Christian Meyer, Executive Director  
29 Main Street, Suite 4  
Montpelier, VT 05602

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

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

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

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

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

In taking an enforcement action permitted above, the CVRPC will provide the SUBGRANTEE with an opportunity for such hearing, appeal, or other

administrative proceeding to which the SUBGRANTEE is entitled under any statute or regulation applicable to the action involved.

Costs resulting from obligations incurred by the SUBGRANTEE during a suspension or after termination are not allowable unless the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, expressly authorizes them in the notice of suspension or termination or subsequently. Other SUBGRANTEE costs during suspension or after termination which are necessary and not reasonable avoidable are allowed if the costs result from obligations which are properly incurred by the SUBGRANTEE before the effective date of suspension or termination.

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

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

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

**CVRPC**

By:

Name: Christian Meyer  
Title: Executive Director  
Date:

**SUBGRANTEE**

By:

Name: Emily Finnegan  
Title: District Manager  
Date:



## Attachment A: Cost Proposal

This will include the cost proposal of the SUBGRANTEE included in their Statement of Qualifications.

**7. Financial & Accounting Information:** Fiscal Year 2023 (FY23, 1 July 2022 – 30 June 2023) rates.

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CVRPC – RFQ – Clean Water Partners

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Hourly Wage Rate	\$24.18
Overhead Rate	\$55.00 Billable Rate
Indirect Rate	Included in billable rate
Hourly Equipment Rate	N/A
Vehicle Mileage Rate	\$0.58/mile (consistent with IRS standard mileage rate)
Markup Rate	N/A
Type of Accounting System	Accrual

## Attachment B: Sample Engagement Letter



Date

Emily Finnegan  
Caledonia County Natural Resources Conservation District  
481 Summer St. Suite 202  
St. Johnsbury, VT 05819

RE: **PROJECT TITLE** - Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for **PROJECT TITLE**. The total cost estimate for this work is **APPROVED AMOUNT**.

Under the terms of the Master Agreement, dated 3 January 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,  
Christian Meyer  
Executive Director

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

<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>			
Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> #2024-xxx	
Task Amount: \$	Task Start Date:	Task End Date:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<i>If this action is an amendment, the following is amended:</i>			
Funding Amount <input type="checkbox"/>		Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>	
Other <input type="checkbox"/> (please specify)			
<b>SECTION 2 – SUBGRANTEE INFORMATION</b>			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)			
Date:		Initials: SAM Expiration Date:	
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. Both the name of the entity and name of the primary point of contact must be checked.)			
Date:		Initials: Debarment Expiration Date:	
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)			
Date:		Initials:	
Single Audit check in Federal Audit Clearinghouse ( <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:		Initials:	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date:		Initials:	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)			
Date:		Initials:	

**SECTION 3 – FUNDING SOURCE**

Awarding Entity:

Contract #:

Funding  
Type:☐ Federal CFDA/ALN #:Program  
Title:☐ State☐ Municipal☐ Other Source: (ex. private, non-profit, etc.)

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

## Attachment C: Standard State Provisions for Contracts and Grants

REVISED DECEMBER 15, 2017

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits for Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited

to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

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

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

Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured:* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change:* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration



of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:**

Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or

education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

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

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

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

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

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

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

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

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

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

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

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party

certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents:

(i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## Attachment D: Other Provisions

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 CVRPC and the State of Vermont ("STATE"). Party shall be responsible and liability to CVRPC and the STATE for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to CVRPC a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information.

Party shall include all of the provisions of Attachment C in all subcontracts for work performed under this Master Agreement.

1. Cost of Materials: SUBGRANTEE will not buy materials and resell to the STATE at a profit.

2. Procurement: A SUBGRANTEE may propose to use Subcontractors to provide professional services such as engineering, ecological design, outreach, etc. to assist with discrete project phases as long as that Subcontractor is competitively procured consistent with Act 76, the Act 76 Rule and DEC guidance. For convenience, the CVRPC will prequalify engineering / consulting firms to assist the CVRPC and its SUBGRANTEES with carrying out projects in the Winooski River Basin. SUBGRANTEES may solicit quotes from this list of pre-qualified firms and/or from other firms when developing project applications to bring to the CVRPC and the Winooski Basin Water Quality Council for consideration. When a subgrant / contract is awarded to the SUBGRANTEE, the SUBGRANTEE must solicit cost proposals from at least three potential firms for any proposed subcontractors.

After selection, that subcontractor may continue to work on further phases for the SUBGRANTEE through construction/implementation of that clean water project provided that their costs are generally consistent with standard costs as identified by the Secretary of the Agency of Natural Resources as noted in Act 76 and as long as the CVRPC and/or its Subgrantee who is managing the project is satisfied with their work. When a Subgrantee is soliciting bids for Construction Services to physically install /

implement a water quality project, the Subgrantee must competitively procure those services consistent with DEC Guidance.

Additionally, SUBGRANTEES shall abide by the following additional requirements:

- purchasing of goods shall require the solicitation of at least two different quotations, except when purchasing items valued at \$1,000.00 or less;
- records related to the procurement of services shall be retained for the term of the contract plus three years;
- records related to the procurement of goods shall be retained for one year after the audit covering the period of purchase of those goods;
- procurement of a good or category of goods totaling \$15,000.00 or greater from one vendor in one year shall be by written contract, and
- equipment and other durable assets purchased shall be maintained.

3. Prior Approval / Review of Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the SUBGRANTEE under this grant agreement shall be approved / reviewed by the CVRPC prior to release.

4. Ownership of Equipment: Any equipment purchased by or furnished to the SUBGRANTEE by the CVRPC or the STATE under this agreement is provided on a loan basis only and remains the property of the CVRPC or the STATE. All property acquired by SUBGRANTEE, partially or wholly funded under this Agreement, is to benefit the public. SUBGRANTEE is a trustee of said property and acknowledges that the STATE retains a controlling interest in all such property through its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in STATE until STATE relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for STATE and shall be consistent with state guidance.

5. SUBGRANTEE's Liens: SUBGRANTEE will discharge any and all contractors' or mechanics' liens imposed on property of the STATE through the actions of subcontractors.

6. Davis-Bacon Act: The SUBGRANTEE will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.



7. Health Insurance Portability and Accountability Act (HIPAA): The confidentiality of any health care information acquired by or provided to the independent SUBGRANTEE shall be maintained in compliance with any applicable STATE or federal laws or regulations.

8. Title VI Nondiscrimination Statement: The STATE ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.

9. Drug Free Workplace: As an employer, the SUBGRANTEE is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any work site. An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.



## **STANDARD CONTRACT**

by and between

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

and

**Rural Techs LLC**

for

**Network Upgrades & Information  
Technology Managed Service Provider**

**CVRPC Agreement Number: 2024-2**

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## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> #
Contract Amount: \$115,579.18	Contract Start Date: 01/03/2024	Contract End Date: 01/02/2029
Contractor Name: Rural Techs LLC		
Contractor Physical Address: 85 Riverview Court		
City: St. Albans	State: VT	Zip Code: 05478
Contractor Mailing Address: 85 Riverview Court		
City: St. Albans	State: VT	Zip Code: 05478
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input 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 Duns/UEI: E3G1EJVSM4M4		
DUNS/UEI Registered Name (if different than Contractor Name above): Rural Solutions		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 19 Dec 2023 Initials: bv SAM Expiration Date: N/A		
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. Both the name of the entity and name of the primary point of contact must be checked.) Date: 18 Dec 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 27 Dec 2023 Initials: bv		
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: 19 Dec 2023 Initials: bv		
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: 19 Dec 2023 Initials: bv		

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: 27 Dec 2023

Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☐  
 [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 19 Dec 2023

Initials: bv

Contract Total Value exceeds \$250,000? Yes ☐ No ☒

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

Date: 18 Dec 2023

Initials: bv

### SECTION 3 – FUNDING SOURCE

Funding  
Type:

☐ Federal

CFDA/ALN #:

Program Title:

☐ State

☐ Municipal

☒ Other

Source: CVRPC Administration

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Brian Voigt

Title: Program Manager

Work Phone: 802-262-1029

Email: voigt@cvregion.com

##### Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: meyer@cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Thomas Dukeshire

Title: Owner / CEO

Work Phone: 802-551-2403 x1001

Cell Phone (if applicable):

Email: thomas@ruralsolutionsvt.com

##### Finance/Billing

Name: Thomas Dukeshire

Title: Owner / CEO

Work Phone: 802-551-2403 x1001

Cell Phone (if applicable):

Email: thomas@ruralsolutionsvt.com

## Part 2: Contract Agreement

### STANDARD CONTRACT FOR SERVICES

**1. Parties.** This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called "CVRPC") and Rural Techs LLC (doing business as Rural Solutions) with its principal place of business at 85 Riverview Court, St. Albans, VT 05478 (hereafter called "Contractor"). Contractor's form of business organization is a Limited Liability Corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

**2. Subject Matter.** The subject matter of this contract is hardware replacement, transitioning to cloud-based data storage, managed services and general information technology support. Detailed services to be provided by the Contractor are described in Attachment A.

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$115,579.18.

**4. Contract Term.** The period of contractor's performance shall begin on January 3, 2024 and end on January 2, 2029.

**5. Prior Approvals.** Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee X is / . is not required.

**6. Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the CVRPC and Contractor.

**7. Cancellation.** This contract may be canceled by either party by giving written notice at least 30 days in advance.

**8. Attachments.** This contract consists of 25 pages including the following attachments incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions and Monitoring & Reporting Requirements
- Attachment C - Standard Agreement Provisions (effective 12/15/2017)
- Attachment D - Provisions for Federally Funded Agreements (N/A)
- Attachment E - Other Provisions (if applicable)

**9. Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment E (if applicable)
- 3) Attachment D (not applicable)
- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

**For the CVRPC:**

Signature: \_\_\_\_\_  
Name: Christian Meyer  
Title: Executive Director  
Date: \_\_\_\_\_

**For the Contractor:**

Signature: \_\_\_\_\_  
Name: Thomas Dukeshire  
Title: Owner / CEO  
Date: \_\_\_\_\_

## Attachment A: Scope of Work

### OBJECTIVE

The Contractor will work with the Central Vermont Regional Planning Commission to deprecate the file server, complete network hardware upgrades and serve as the organization's information technology managed service provider. Network upgrades and hardening of devices should lead to improved network security, reduced down time for Central Vermont Regional Planning Commission staff, secure access to data & file resources (from the office and remotely) and increased staff time to focus on their primary programmatic responsibilities.

### TASKS TO BE PERFORMED

Task	Deliverable	Due Date
1) Network Hardware Bundle	a) New WatchGuard Firebox T45 w/5 Year Total Security Suite b) New 24 Port PoE Switches (Qty: 2) c) New Wireless Access Points (Qty: 2) d) New Network Cloud Controller e) Rack Mount Kit for WatchGuard f) Patch Cables g) UPS (Battery Backup & Protection) h) PDU (Power Distribution Unit) i) Miscellaneous Hardware / Adapters / Cables j) Order, Prep & Configure All Hardware k) Define & Document Secure Networking Structure l) Onsite Wiring Work (running new drops) m) Onsite Network Installation Work n) Reconfigure Static IP Devices o) Support & Final Documentation	14 February 2024
2) Microsoft 365 Project Work	a) Secure Microsoft 365 Environment: email, file storage & productivity	15 March 2024



	b) Update licensing & configure email security c) Add centralvtplanning.org to Microsoft 365 and reconfigure to match web branding d) Assist with creation of shared spaces for cloud-based collaboration and assist with file migration e) Coordinate Office application upgrades to "Apps for Business" f) Provide technical & client documentation	
3) Proactive Managed Services – Remote Workstation Support	<p>This service is delivered by the Rural Solutions Team. It would be for incidents/problems that require a live resource. Our goal will be to minimize the use of this service with quality tech, user education and proactive efforts. Includes Windows-based support &amp; security software.</p> <p>Details / examples (proactive): Microsoft updates, 3rd party updates (Chrome, Adobe, Zoom, etc.), computer updates, warranty tracking, performance / health monitoring, endpoint security management and monitoring.</p> <p>Details / examples (issues): computer / hardware issue, printer issue, application/software issue, account / login issue and connectivity issue.</p>	On-going (proactive services) & as needed (issue resolution)
4) Proactive Managed Services – Remote Server Support	<p>This service is delivered by the Rural Solutions Team. Any issues detected would be acted on remotely as part of the service. Includes Windows-based support &amp; security software.  <b>Onsite dispatch is subject to billing.</b></p> <p>Details / examples: all change management (policy / account / IP address changes), validate &amp; respond to system / performance / network alerts, technical remediation of server</p>	On-going (proactive services) & as needed (issue resolution)

	or network issues, routine system updates, documentation of issue(s) and resolution.	
5) Proactive Managed Services – Firewall Management & Monitoring Support	<p>This service is delivered by the Rural Solutions Team. Any issues detected would be acted on remotely as part of the service. Includes management of network switches and wireless access points. <b>Onsite dispatch is subject to billing.</b></p> <p>Details / examples: all change management (policy / account / IP address changes / WiFi update / changes), validate &amp; respond to system/performance/network alerts, technical remediation of server or network issues, routine system updates, license tracking, monthly security / penetration test, documentation / diagram management.</p>	On-going (proactive services) & as needed (issue resolution)
6) Proactive Managed Services – Microsoft 365 Server Support & Management + Monitoring w/Education	<p>This service is delivered by the Rural Solutions Team. Any issues detected would be acted on remotely as part of the service. Microsoft 365 education portal included. Software/licensing is not included. <b>Onsite dispatch is subject to billing.</b></p> <p>Details / examples: all change management (add / remove users, email policies, shared resources), validate &amp; respond to system / performance / network alerts, technical remediation of issues, routine system checks, documentation / diagram management.</p>	On-going (proactive services) & as needed (issue resolution)
7) Proactive Managed Services – Datto SaaS Protection - Microsoft 365	<ul style="list-style-type: none"> <li>• Automated Continuous Cloud-based Backups</li> <li>• Point-in-time Restore &amp; Export</li> <li>• Secure &amp; Compliant</li> </ul>	On-going (proactive services) & as needed (issue resolution)

## Attachment B: Payment Provisions + Monitoring & Reporting Requirements

### PAYMENT PROVISIONS

The Contract Amount included in Part 1 – Section 1 of this Agreement is not a guarantee that amount will be paid. The Contractor will be paid for products and services actually delivered or performed, as specified in Attachment A, up to the Contract Amount included in Part 1 – Section 1 of this Agreement.

The Contractor shall provide the services listed in Attachment A to the Central Vermont Regional Planning Commission at the rates listed in the table below. These rates were detailed by the Contractor in their response to the Request for Proposals. The Central Vermont Regional Planning Commission agrees to compensate the Contractor for goods acquired and services rendered as defined in the Scope of Work, provided such services are within the scope of the agreement and are authorized under the terms and conditions of this contract.

*Payment.* This Agreement includes both fixed price and time and materials based tasks. The table below establishes the allowable expenses for each of the deliverables.

<b>Deliverable</b>	<b>Fixed-Cost</b>	<b>Actual-Cost</b>
1) Network Hardware Bundle – Fixed Cost a) New WatchGuard Firebox T45 w/5 Year Total Security Suite b) New 24 Port PoE Switches (Qty: 2) c) New Wireless Access Points (Qty: 2) d) New Network Cloud Controller e) Rack Mount Kit for WatchGuard f) Patch Cables g) UPS (Battery Backup & Protection)	\$6,613.18	\$6,000.00

h) PDU (Power Distribution Unit) i) Miscellaneous Hardware / Adapters / Cables 1) Network Hardware Bundle – Time & Materials Cost (40 hours labor @ \$150 / hr) a) Order, Prep & Configure All Hardware b) Define & Document Secure Networking Structure c) Onsite Wiring Work (running new drops) d) Onsite Network Installation Work e) Reconfigure Static IP Devices f) Support & Final Documentation		
<b>Sub-total (one-time expense)</b>	<b>\$12,613.18</b>	
2) Microsoft 365 Project Work (40 hours labor @ \$150 / hr) a) Secure Microsoft 365 Environment: email, file storage & productivity b) Update licensing & configure email security c) Add centralvtplanning.org to Microsoft 365 and reconfigure to match web branding d) Assist with creation of shared spaces for cloud-based collaboration and assist with file migration e) Coordinate Office application upgrades to "Apps for Business" f) Provide technical & client documentation		\$6,000.00
<b>Sub-total (one-time expense)</b>	<b>\$6,000.00</b>	
3) Proactive Managed Services – Remote Workstation Support (12 computers @ \$75 / computer)		\$900.00
<b>Sub-total (monthly expense)</b>	<b>\$900.00</b>	
4) Proactive Managed Services – Remote Server Support (expense removed from monthly invoice once server is deprecated)		\$150.00
<b>Sub-total (monthly expense)</b>	<b>\$150.00</b>	

5) Proactive Managed Services – Firewall Management & Monitoring Support (1 @ \$150 / month)		\$150.00
<b>Sub-total (monthly expense)</b>	<b>\$150.00</b>	
6) Proactive Managed Services – Microsoft 365 Server Support & Management + Monitoring w/Education (1 @ \$150 / month)		\$150.00
<b>Sub-total (monthly expense)</b>	<b>\$150.00</b>	
7) Proactive Managed Services – Datto SaaS Protection - Microsoft 365 (12 computers @ \$3 / computer)		\$36.00
<b>Sub-total (monthly expense)</b>	<b>\$36.00</b>	
<b>Total one-time expenses</b>	<b>\$18,613.18</b>	
<b>Total monthly expenses</b>	<b>\$1,386.00</b>	

The Central Vermont Regional Planning Commission shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the Central Vermont Regional Planning Commission for all work.

The Central Vermont Regional Planning Commission shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described in the table above.

The Contractor shall immediately notify the Central Vermont Regional Planning Commission if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Contractor will supply a new estimate for Central Vermont Regional Planning Commission approval. The Central Vermont Regional Planning Commission is not obligated to authorize additional expenditures. The Contractor will not be reimbursed for any services or expenses which have not been previously approved by the Central Vermont Regional Planning Commission.

Sub-contractor rates shall be consistent with those provided in Contractor's Scope of Work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

*Invoicing.* The Contractor shall submit invoices to the Central Vermont Regional Planning Commission as noted above. Charges will be separated by task as designated by the Central Vermont Regional Planning Commission in the bid documents and shall include the estimated task amount and total charges billed by task to date. If Contractor is working under more than one Agreement with the Central Vermont Regional Planning Commission, Contractor shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: Brian Voigt, Program Manager, voigt@cvregion.com.

The Central Vermont Regional Planning Commission will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of the Central Vermont Regional Planning Commission, as determined by the project manager, the Central Vermont Regional Planning Commission reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the Central Vermont Regional Planning Commission.

## **MONITORING REQUIREMENTS**

Monitoring is **REQUIRED** under this Agreement. Monitoring will include:

- Monitoring of pass through requirements.

- Comparison of actual accomplishments to Agreement deliverables.
- Reasons why deliverables were not met by the proposed deadline.
- Significant developments.

## REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Monthly Technology Reports submitted with invoices.
- Quarterly Technology Business Review w/Reports & Roadmap.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

*Monthly Technology Reports.* Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

*Quarterly Technology Business Review.* A scheduled in-person or remote meeting. An opportunity for both the CVRPC and CONTRACTOR to connect on operations, strategy, and recent results. The CONTRACTOR will come with reports, suggestions, and questions with the intention of staying connected with your organization. CVRPC will come with feedback, requests, and news about the organization.

*Significant Development Report.* The Contractor must report the following events by e-mail to the Central Vermont Regional Planning Commission's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the

objectives of the award.

*Other Reports.* The Central Vermont Regional Planning Commission's funding agency may request or require other reports during the Agreement period. If the Central Vermont Regional Planning Commission requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by the Central Vermont Regional Planning Commission. It is imperative that the Contractor supply the Central Vermont Regional Planning Commission with the necessary information so that the Central Vermont Regional Planning Commission can produce these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Contractor, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the Central Vermont Regional Planning Commission's satisfaction.



## Attachment C: Standard State Provisions for Contracts and Grants

REVISED DECEMBER 15, 2017

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits for Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the

Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

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

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

Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured:* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change:* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration

of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:**

Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or

education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

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

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

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

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.



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

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

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

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

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

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

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party

certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents:

(i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Standard Contract

### Moretown Elementary School and Town Office

### Stormwater Implementation Project

#### Part 1 – Contract Detail

##### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> # 2022-02.A1	
Contract Amount: \$28,627.34	Contract Start Date: 06/06/22	Contract End Date: 06/01/24	
Contractor Name: Watershed Consulting Associates, LLC			
Contractor Physical Address: 208 Flynn Ave Suite 2H			
City: Burlington	State: VT	Zip Code: 05406	
Contractor Mailing Address: PO Box 4413			
City: Burlington	State: VT	Zip Code: 05406	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input 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 checked="" type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor UEI: YVUZKMY44SE5		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File)		
Date: 12/28/23	Initials: NLC	SAM Expiration Date: 04/19/24
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: 05/31/22	Initials: NLC	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 06/07/22	Initials: NLC	
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: 05/31/22	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: 06/07/22	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: 05/31/22

Initials: NLC

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒

[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 06/07/22

Initials: NLC

Contract Total Value exceeds \$250,000? Yes ☐ No ☒

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

Date: 06/07/2022

Initials: NLC

### SECTION 3 – FUNDING SOURCE

Awarding Entity: Mount Ascutney Regional Commission

Contract #: CVRPC-2021DIBG-04

Funding Type: ☐ Federal CFDA/ALN #: Program Title:  
☒ State  
☐ Municipal  
☐ Other Source: (ex. private, non-profit, etc.)

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Brian Voigt

Title: Senior Planner

Work Phone: 802-262-1029

Email: voigt@cvregion.com

##### Finance/Billing

Name: Bonnie Waninger

Title: Executive Director

Work Phone: 802-229-0389

Email: waninger@cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Andres Torizzo

Title: Principal

Work Phone: 802-497-2367

Cell Phone (if applicable):

Email: Andres@watershedca.com

##### Finance/Billing

Name: Andres Torizzo

Title: Principal

Work Phone: 802-497-2367

Cell Phone (if applicable):

Email: Andres@watershedca.com

## Part 2 – Contract Agreement

### STANDARD CONTRACT FOR SERVICES

SUBJECT: Agreement # 2022-02.A1, entered into by the Central Vermont Regional Planning Commission and by Watershed Consulting Associates, LLC , is amended as follows:

**4. Contract Term.** The period of Contractor's performance shall begin on June 6, 2022 and end on June 1, 2024.

**8. Attachments.** This contract consists of 22 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

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

**For the CVRPC:**

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

Name: Christian Meyer

Title: Executive Director

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

**For the Contractor:**

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

Name: Andres Torizzo

Title: Principal

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

## ATTACHMENT A

### Scope of Work to be Performed

#### Objective

This project requires a State licensed Professional Engineer to provide bid and construction oversight for four water quality infrastructure components – three sand filters and a gravel wetland – at the Moretown Elementary School and Town Office complex (79 School Street, Moretown, VT, 05660). The newly constructed infrastructure will serve a nearly 10-acre drainage area and is expected to reduce Phosphorous loading by 2.35 kg/yr.

#### Activities to be Performed

##### Performance Measures

TASK		DELIVERABLE	DELIVERY DATE
1	Kick-Off Meeting Held	Kick-off meeting notes	June 30, 2022
2	Bid Documents Prepared	Construction bid documents	January 6, 2023
3	Pre-Bid Conference Held	Pre-bid conference notes; List of firms represented at the pre-bid conference (including contact information)	January 27, 2023
4	Bids Received/ Evaluated	Memo summarizing bids received, a recommendation for an earthwork contractor (Selected Contractor) to be awarded the Contract and the rationale for their selection	February 10, 2023
5	Contract Documents Prepared	Draft contract documents – contract to be executed between CVRPC and the Selected Contractor	February 24, 2023
6	Permits Secured	All permit authorizations necessary for project construction (if applicable)	March 31, 2023
7	Project Approximately 50% Constructed	Interim progress report, including construction photographs, approximate percentage of completion, work completed to-date, assessment of project budget status, summary of any project complications (if applicable), and any other information deemed pertinent by the Selected Consultant	July 28, 2023
8	Construction Complete	Final Engineering Report, including site photographs and as-built drawings	June 1, 2024

TASK		DELIVERABLE	DELIVERY DATE
9	Operations and Maintenance Plan Prepared	Draft Operations and Maintenance (O&M) Plan	June 1, 2024

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Standard Contract

### Moretown Elementary School and Town Office

### Stormwater Implementation Project

#### Part 1 – Contract Detail

##### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> # 2023-06.A1	
Contract Amount: \$360,899	Contract Start Date: 05/03/23	Contract End Date: 06/01/24	
Contractor Name: Poulin Companies, LLC			
Contractor Physical Address: 143 Saratoga Avenue			
City: Burlington	State: VT	Zip Code: 05408	
Contractor Mailing Address: PO Box 3367			
City: Burlington	State: VT	Zip Code: 05408	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input checked="" type="checkbox"/> Performance Period <input checked="" type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor UEI: HSW4XZ7UTWE7		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File)		
Date: 10 May 2023	Initials: bv	SAM Expiration Date: N/A
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 May 2023	Initials: bv	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 10 May 2023	Initials: bv	
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 May 2023	Initials: bv	
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 May 2023	Initials: bv	



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 May 2023

Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒

[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 10 May 2023

Initials: bv

Contract Total Value exceeds \$250,000? Yes ☒ No ☐

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

Date: 28 December 2023

Initials: bv

### SECTION 3 – FUNDING SOURCE

Awarding Entity: Mount Ascutney Regional Commission

Contract #: CVRPC-2021DIBG-04

Funding Type: ☐ Federal CFDA/ALN #: Program Title:  
☒ State  
☐ Municipal  
☐ Other Source: (ex. private, non-profit, etc.)

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Brian Voigt

Title: Senior Planner

Work Phone: 802-262-1029

Email: voigt@cvregion.com

##### Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: waninger@cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Connor Poulin

Title: Principal

Work Phone: 802-307-2301

Cell Phone (if applicable):

Email: info@poulincompanies.com

##### Finance/Billing

Name: Connor Poulin

Title: Principal

Work Phone: 802-307-2301

Cell Phone (if applicable):

Email: info@poulincompanies.com

## STANDARD CONTRACT FOR SERVICES

SUBJECT: Agreement # 2023-06.A1, entered into by the Central Vermont Regional Planning Commission and by Poulin Companies, LLC , is amended as follows:

### ARTICLE 1 – DEFINITIONS

CONTRACT PRICE – AGENT of the OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents, a Contract Price based on the unit price for each item described in the attached Unit Price Schedule. The total Contract Price shall be the price sum for all the units of Work ultimately required for the completion of the Work, as **Poulin Companies, LLC** determined by the ENGINEER. Based on estimated quantities, the Contract Price is \$360,899.

### ARTICLE 17 - TIME OF COMPLETION

17.1 The rate of progress shall be such that work shall be performed in accordance with the terms of this Contract with work to be **substantially completed by May 15, 2024**, unless and except as any part may be delayed under the provisions of this Contract.

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

#### For the CVRPC:

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

Name: Christian Meyer

Title: Executive Director

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

#### For the Contractor:

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

Name: Connor Poulin

Title: Principal

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

**Statement of Work (SoW)**

<b>Date</b>	<b>08/31/2023</b>		
<b>Term</b>	<b>08/31/2023 – 08/30/2025</b>		
<b>Subgrantee Name:</b>	<b>Central Vermont Regional Planning Commission</b>		
<b>Municipality:</b>	<b>Plainfield</b>	<b>Funding Reserved:</b>	<b>\$ 7,000</b>
<b>3<sup>rd</sup> Party Contractor:</b>	n/a	<b>Funding Reserved:</b>	n/a

1. Statement of Work must define the scope, nature, and detail of work to be performed by sub-recipient or a third-party or describe the good to be purchased from a third-party provider.

**STATEMENT OF WORK**

**Between the**

**CENTRAL VERMONT REGIONAL PLANNING**

**COMMISSION And the**

**TOWN OF PLAINFIELD, VERMONT**

**For**

**MUNICIPAL TECHNICAL ASSISTANCE SERVICES**

**AUGUST 31, 2023**

I. **AGREEMENT FOR SERVICES**

- a. It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the Regional Commission) and the Town of PLAINFIELD (hereinafter called the Town) that the Regional Commission shall assist the Town in project development and application for funding by providing municipal technical assistance services as outlined by the Municipal Technical Assistance Program (MTAP) for the Town in accordance with the steps outlined in Attachment A.
- b. This Agreement consists of the body and the following attachment which is incorporated herein:  
  
Attachment A – Scope of Services

II. **GENERAL TERMS AND CONDITIONS**

- a. Whenever feasible, local labor can be used to assist professionals in gathering and compilation of data, thus minimizing expenses.
- b. The Regional Commission reserves the following dollar amount for all services performed under this Agreement as part of the MTAP, unless amended: **\$7,000.**
- c. The period of performance under this Agreement shall commence on **AUGUST 31, 2023**, and run through **AUGUST 30, 2025.**
- d. Ownership of all data and materials collected under this Agreement shall remain with the Town and TRORC.
- e. 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 Regional Commission and the Town.
- f. The pares agree that the Regional Commission, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the Town.
- g. The Town, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- h. The Town shall appoint one person as the principal contact for the project as outlined in the Scope of Services.

- i. If, through any cause, the Regional Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Regional Commission and specifying the effective date thereof.

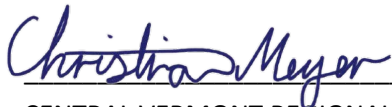
### **III. OBLIGATIONS OF THE REGIONAL COMMISSION**

- a. Regional Commission staff will work with, and be responsible to, the Selectboard in providing the services listed in Attachment A.
- b. The Regional Commission shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- c. The Regional Commission shall provide to the Town copies of all documents generated under this project.

### **IV. OBLIGATIONS OF THE TOWN**

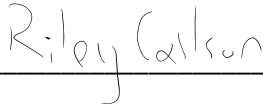
- a. The Town agrees to participate in meetings with Regional Commission staff, as necessary.
- b. The Town will make available any information, data, reports, plans, maps, or drawings to the Regional Commission to carry out the tasks in this project. All materials belonging to the Town will be returned.
- c. The Town agrees to cooperate with and administratively assist the Regional Commission, without charge, in carrying out its tasks.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 17 day of November, 2023 at MONTPELIER, Vermont.



CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Director Executive, Executive Director

  
\_\_\_\_\_

TOWN OF PLAINFIELD

Chair Selectboard, Selectboard Chair

**Attachment A**  
**2023 Municipal Technical Assistance Services**  
**Plainfield, VT**

**Regional Commission staff will assist Plainfield with municipal technical services including:**

**1. Opportunity assessment.**

Approximate timeline- FALL 2023

1. Assess the technical assistance and funding available from State, federal, and private sources;
2. Evaluate project eligibility and compliance requirements for funding sources;
3. Conduct a feasibility analysis of whether the municipality has, or can develop, the capacity to complete a project and meet applicable requirements. Based on initial stakeholder interviews the Regional Commission will focus its feasibility analysis on the following projects:
  - i. Provide municipal stakeholders with assistance soliciting funding to develop a Town Capital Improvement Plan
  - ii. Pursue funding or programs to mitigate the economic impacts of the Route 2 VT AOT intersection realignment project and the coinciding closure of the Main Street Bridge.
  - iii. Provide municipal stakeholders with assistance soliciting funding to address impacts to the drinking water and wastewater infrastructure related to the Route 2 realignment project.
  - iv. Identify local housing partner and funding to support development of new housing.
  - v. Provide technical assistance for the Plainfield Co-op, the only local grocery store, to take necessary steps to restructure their business to remain solvent. Next steps could include pursuing funding for renovations at their current location or moving to a new location. Actions will be based on the recommendations on a CVRPC administered USDA RD grant that is in its final stages.

**2. Application and permit assistance.**

Approximate timeline- As funding sources are identified, by end of SUMMER 2024.

1. Provide technical and administrative assistance to complete funding applications;
2. Provide technical and administrative assistance to complete permit applications; 3. Provide technical and administrative assistance to satisfy initial regulatory requirements.



**3. Project management and implementation.**

Approximate timeline- If funding is awarded, beginning of funding through AUGUST 22, 2025.

1. Provide ongoing support to Town if funding is awarded, including:
  - a. Project management;
  - b. Funding program implementation;
  - c. Funding program compliance;
  - d. Administrative and regulatory compliance through project completion.



**Statement of Work (SoW)**

<b>Date</b>			
<b>Term</b>	<b>08/01/2023 – 08/15/2025</b>		
<b>Subgrantee Name:</b>	<b>Central Vermont Regional Planning Commission</b>		
<b>Municipality:</b>	<b>Worcester</b>	<b>Funding Reserved:</b>	<b>\$ 7,000</b>
<b>3<sup>rd</sup> Party Contractor:</b>	n/a	<b>Funding Reserved:</b>	n/a

1. Statement of Work must define the scope, nature, and detail of work to be performed by sub-recipient or a third-party or describe the good to be purchased from a third-party provider.

**STATEMENT OF WORK**

**Between the  
CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

**And the  
TOWN OF WORCESTER, VERMONT**

**For  
MUNICIPAL TECHNICAL ASSISTANCE SERVICES**

**August 22, 2023**

## I. AGREEMENT FOR SERVICES

- a. It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the Regional Commission) and the Town of Worcester (hereinafter called the Town) that the Regional Commission shall assist the Town in project development and application for funding by providing municipal technical assistance services as outlined by the Municipal Technical Assistance Program (MTAP) for the Town in accordance with the steps outlined in Attachment A.
- b. This Agreement consists of the body and the following attachment, which is incorporated herein:

Attachment A – Scope of Services

## II. GENERAL TERMS AND CONDITIONS

- a. Whenever feasible, local labor can be used to assist professionals in gathering and compilation of data, thus minimizing expenses.
- b. The Regional Commission reserves the following dollar amount for all services performed under this Agreement as part of the MTAP, unless amended: **\$7,000.**
- c. The period of performance under this Agreement shall commence on **August 1, 2023**, and run through **March 31, 2025.**
- d. Ownership of all data and materials collected under this Agreement shall remain with the Town, TRORC and the Regional Commission.
- e. 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 Regional Commission and the Town.
- f. The parties agree that the Regional Commission, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the Town.
- g. The Town, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- h. The Town shall appoint one person as the principal contact for the project as outlined in the Scope of Services.

- i. If, through any cause, the Regional Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Regional Commission and specifying the effective date thereof.

### III. OBLIGATIONS OF THE REGIONAL COMMISSION

- a. Regional Commission staff will work with, and be responsible to, the Selectboard in providing the services listed in Attachment A.
- b. The Regional Commission shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- c. The Regional Commission shall provide to the Town copies of all documents generated under this project.

### IV. OBLIGATIONS OF THE TOWN

- a. The Town agrees to participate in meetings with Regional Commission staff, as necessary.
- b. The Town will make available any information, data, reports, plans, maps, or drawings to the Regional Commission to carry out the tasks in this project. All materials belonging to the Town will be returned.
- c. The Town agrees to cooperate with and administratively assist the Regional Commission, without charge, in carrying out its tasks.

#### Acknowledged and Agreed:

##### For the Town:

Signature: [Signature]  
 Name: John Kalding  
 Title: Chair Selectboard  
 Date: Sept 5 2023

##### For the Regional Commission:

Signature: [Signature]  
 Name: Christian Meyer  
 Title: Executive Director  
 Date: 10/17/23

## **Attachment A**

### **Worcester 2023 Municipal Technical Assistance Services**

**Regional Commission staff will assist Worcester with municipal technical services including:**

#### **I. Opportunity assessment.**

Approximate timeline- Summer 2023

- a. Assess the technical assistance and funding available from State, federal, and private sources;
- b. Evaluate project eligibility and compliance requirements for funding sources;
- c. Conduct a feasibility analysis of whether the municipality has, or can develop, the capacity to complete a project and meet applicable requirements. Based on initial stakeholder interviews the Regional Commission will focus its feasibility analysis on the following projects:
  - i. Procurement and installation of emergency generators for both the Highway Department and municipal office complex.
  - ii. Installation of a solar array for roof of Office complex to include and the replacement of the old roof
  - iii. Procurement and installation of a heat pump and solar storage (battery)
  - iv. Installation of EV chargers at the town offices
  - v. Providing the Worcester Village Water Board with assistance soliciting funding for several needed maintenance project

#### **II. Application and permit assistance.**

Approximate timeline- As funding sources are identified, by end of Fall 2023.

- a. Provide technical and administrative assistance to complete funding applications for the five initiatives identified in Section I.
- b. Provide technical and administrative assistance to complete permit applications for projects that secure funding;
- c. Provide technical and administrative assistance to satisfy initial regulatory requirements for project moving into the planning or implementation phase.

#### **III. Project management and implementation.**

Approximate timeline- If funding is awarded, beginning of funding through March 31, 2025.

- a. Provide ongoing support to Town if funding is awarded, including:
  - i. Project management;
  - ii. Funding program implementation;
  - iii. Funding program compliance;
  - iv. Administrative and regulatory compliance through project completion.