



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