

Contract Index for Executive Committee Meeting – 09/03/24

Page 2 [Department of Environmental Conservation – FY23 Formula Grant Amendment #1](#)

Page 13 [Department of Environmental Conservation – SFY2025 Water Quality Restoration Formula Grant](#)

Page 24 [Two Rivers Ottauquechee Regional Commission – Municipal Technical Assistance Program sub-agreement Amendment #1](#)

Page 25 [VHB – Mad River Path VT-100 Corridor Study](#)

Page 85 [Chittenden County Regional Planning Commission – Tactical Basin Planning FY25](#)

Page 96 [Department of Housing and Community Development – Neighborhood Development Area Designations \(Moretown & Northfield\)](#)

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 06140-2023-CWSP-WID-05		² Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 1	
³ Grant Title: SFY2023 FormulaGrants					
⁴ Amount Previously Awarded: \$1,040,947.00		⁵ Amount Awarded This Action: \$0.00		⁶ Total Award Amount: \$1,040,947.00	
⁷ Award Start Date: 10/04/2022		⁸ Award End Date: 12/31/2026		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
¹⁰ Supplier #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission			
¹² Grantee Address: 29 Main Street, Suite 4					
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Environmental Conservation				¹⁷ Business Unit: 06140	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description:			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate: 90.01 % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6		²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund	\$1,040,947.00	\$0.00	\$1,040,947.00	21932			
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>					Required Federal Award Information		
³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$1,040,947.00	\$0.00	\$1,040,947.00			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Teleia Pastore		NAME: Brian Voigt	
TITLE: Grants Management Specialist		TITLE: Program Manager	
PHONE: (802) 636-7577		PHONE: (802) 262-1029	
EMAIL: teleia.pastore@vermont.gov		EMAIL: voigt@cvregion.org	



Vermont Department of Environmental Conservation

Agency of Natural Resources

STANDARD GRANT AMENDMENT

1. Parties: This is an Amendment for Grant #06140-2023-CWSP-WID-05 between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission, (hereinafter called "Grantee"). This is the first change.
2. Reason for Amendment: Formula Grants to Clean Water Service Providers to extend the agreements for time, from December 2024 to December 2026 (a 2-year extension). The Amendment is needed as entities need more time to spend down funds (allowable under Act 76).
3. Change: Grant term on page 1, number 7 from December 31, 2024 to December 31, 2026.
4. Replace the Milestones & Deliverables Table on page 7 with the one below.
5. Replace: Attachment C: Standard State Provisions for Contracts and Grants (Revised December 15, 2017) with Attachment C: Standard State Provisions for Contracts and Grants (Revised December 7, 2023) below.
6. Amendment: All other terms and conditions of the original grant remain in full force and effect. No other changes, modifications, or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

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

STATE OF VERMONT

GRANTEE

By:

By:

_____ Christian Meyer

Commissioner

Name: (Print) _____

Dept of Environmental Conservation

Title: Executive Director _____

Date: _____

Date: _____

^{DS}
tl

Table 1: Milestones & Deliverables

#	Milestone	Deliverables	Due Date
1.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	10/31/2022
2.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	01/31/2023
3.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit State Financial Report Form 	04/30/2023
4.	Year-end Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly and Annual Reporting Submit Required State Financial Report Form and Annual Report 	07/31/2023
5.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	10/31/2023
6.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	01/31/2024
7.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit State Financial Report Form 	04/30/2024
8.	Year-end Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly and Annual Reporting Submit Required State Financial Report Form and Annual Report 	07/31/2024
9.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	10/31/2024
10.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	01/31/2025

11.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly Reporting • Submit State Financial Report Form 	4/30/2025
12.	Year-end Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly and Annual Reporting • Submit Required State Financial Report Form and Annual Report 	07/31/2025
13.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly Reporting • Submit Required State Financial Report Form 	10/31/2025
14.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly Reporting • Submit Required State Financial Report Form 	01/31/2026
15.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly Reporting • Submit State Financial Report Form 	4/30/2026
16.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly Reporting • Submit State Financial Report Form 	07/31/2026
17.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Program Quarterly Reporting • Submit State Financial Report Form 	10/31/2026
18.	Final Annual Report on Formula Grant results and individual projects	<ul style="list-style-type: none"> • Engage in Progress Meeting with TPM • Submit Required Project Quarterly and Annual Reporting • Submit Required State Financial Report Form and Final Report 	12/31/2026

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

- 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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**
- A.** 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.

- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. §

- H. Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- I. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an 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. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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

Grant #06140-2023-CWSP-WID-05, Amendment #1 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.

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 \$1,000, 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)



STANDARD GRANT AMENDMENT

1. Parties: This is an Amendment for Grant #06140-2024-CWSP-WID-08 between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and Central Vermont Regional Planning Commission, (hereinafter called “Grantee”). This is the first change.
2. Reason for Amendment: The legislature appropriated more funds for Clean Water Service Providers (CWSP) for fiscal year 2025 and additional time is needed to spend those funds to continue the initiative.
3. Change: Page 1, number 3 Maximum amount from \$1,097,235.00 to \$2,177,629.00.
4. Change: Page 1, number 7 from June 30, 2025 to June 30, 2026.

State Fiscal Year	Agreement Amount	Assigned Phosphorus Reduction Target
2023	\$1,040,947.00	69.6 kg
2024	\$1,097,235.00	69.6 kg
2025	\$1,080,394.00	53.9 kg
Total to date:	\$3,218,576.00	193.1 kg

5. Replace: Page 6, Table 1: Milestones & Deliverables with Table 1: Milestones & Deliverables located below.
6. Replace: Form 430 on page 11 with the Form 430 below.
7. Replace: Attachment C: Standard State Provisions for Contracts and Grants (Revised December 15, 2017) with Attachment C: Standard State Provisions for Contracts and Grants (Revised December 7, 2023) below.
8. Amendment: All other terms and conditions of the original grant remain in full force and effect. No other changes, modifications, or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

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

STATE OF VERMONT

GRANTEE

By:

By:

Commissioner

Name: (Print) _____

Dept of Environmental Conservation

Title: _____

Date: _____

Date: _____

Table 1: Milestones & Deliverables

	Milestone	Deliverables	Due Date
1.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	10/31/2023
2.	Audit of Financial Statements and submit Form 990	a. Submit audit within 180 days of Grantee's fiscal year end. b. Submit Form 990, if applicable, within 180 days of Grantee's fiscal year end. c. Communicate to the State in writing any significant changes that affect CWSP operations.	04/30/2024
3.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	07/31/2024
4.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	10/31/2024
5.	Year-end Quarterly Check-in with Technical Program Manager (TPM)	a. Engage in Progress Meeting with TPM. b. Submit required Program Quarterly and Annual Reports. c. Submit required State Financial Report Form and Annual Report.	12/31/2024
6.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	01/31/2025
7.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	04/30/2025
8.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	07/31/2025
9.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	10/31/2025
10	Year-end Quarterly Check-in with Technical Program Manager (TPM)	a. Engage in Progress Meeting with TPM. b. Submit required Program Quarterly and Annual Reports. c. Submit required State Financial Report Form and Annual Report.	12/31/2025
11.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	01/31/2026
12.	Quarterly Check-in with Technical Project Manager (TPM)	a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form	04/30/2026
13.	Final Annual Report on Formula Grant results and individual projects	a. Engage in Progress Meeting with TPM b. Submit required Project Quarterly and Annual Reports c. Submit required State Financial Report Form and Final Report	07/31/2026



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee Name: Central Vermont Regional Planning Commission

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

Invoice Date Range:

Purchase Order #:

Payment#:

Amount Requested:

Performance-Based Milestones and Deliverables:

Performance-Based Milestones	Budget Amount	Amount Previously Requested	Amount Requested for This Submittal	Remaining Amount
1 – Administrative Costs (not eligible for Grantee use as match)	\$164,585.00	\$	\$	\$
2 – Project Completion Costs – Non-Match (not eligible for Grantee use as match)	\$1,007,181.00	\$	\$	\$
3 – Project Completion Costs – Match (eligible for Grantee use as match)	\$1,005,863.00	\$	\$	\$
Total	\$2,177,629.00	\$	\$	\$

Approvals for Payment

Signed by:

Authorized Signer: _____

Date: _____

Organization: _____ Title: _____

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

Please upload this completed form to: <https://anronline.vermont.gov/home>

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

- 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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**
 - A.** 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.

- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. §

315 et seq. (“Confidential State Data”).

B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party’s systems that are used in the provision of the services against intrusion.

E. No Confidential 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 United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment

C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an 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. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.

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 \$1,000, 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)

AGREEMENT BY AND BETWEEN
TWO RIVERS-OTTAUQUECHEE REGIONAL COMMISSION and
CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Amendment #1

The 2023 Municipal Technical Assistance Agreement between Central Vermont Regional Planning Commission and Two Rivers-Ottauquechee Regional Commission will be amended as follows:

P. 1

3. Maximum Amount: In consideration of the services to be performed by SUB-RECIPIENT, TRORC agrees to pay SUB-RECIPIENT, in accordance with the payment provisions specified in Attachment A, a sum not to exceed **\$45,798.14**. This number encapsulates the \$24,798.14 spent on Task 1 and 2 work, and the following for approved and fully signed Statement of Work agreements:

Marshfield	Marshfield Municipal Technical Services (Flood Resilience)	\$7,000
Cabot	Cabot Municipal Technical Services (BRELLA)	\$7,000
Middlesex	Middlesex Municipal Technical Services (EWP)	\$7,000

The SUB-RECIPIENT’s original towns preapproved for the Municipal Technical Assistance program were: Plainfield, Roxbury, Washington, and Worcester.

The SUB-RECIPIENT’s towns added by the expansion of the program in 2023 are: Barre, Cabot, Duxbury, Marshfield, Middlesex, and Woodbury.

P. 4

Fund Disbursement

The TRORC agrees to compensate SUB-RECIPIENT on a reimbursement basis for services performed as defined in the Scope of Work, up to the maximum amount below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of the grant.

- Maximum amount payable: **\$45,798.14**

Central Vermont Regional Planning Commission:

Two Rivers-Ottauquechee Regional Commission:

By: _____
Its duly authorized agent

By: _____
Its duly authorized agent

Date: _____

Date: _____

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Standard Contract
Mad River Path Corridor Study

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$69,075	Contract Start Date: 9/4/24	Contract End Date: 8/1/2025	
Contractor Name: Vanasse Hangen Brustlin, Inc. (VHB)			
Contractor Physical Address: 40 IDX Drive, Building 100, Suite 200			
City: So. Burlington	State: VT	Zip Code: 05403	
Contractor Mailing Address: 40 IDX Drive, Building 100, Suite 200			
City: So. Burlington	State: VT	Zip Code: 05403	
Contract Type: Cost Reimbursement <input checked="" 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)			
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)			
Contractor UEI: GRE7FRHVM919			
UEI Registered Name (if different than Contractor Name above):			
SAM checked for UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ 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: 08/28/2024		Initials: nlc	SAM Expiration Date: 02/25/2025
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . 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: 08/28/2024		Initials: nlc	Debarment Expiration Date: n/a
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)			
Date: 08/28/2024		Initials: nlc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)			
Date: 08/28/2024		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: 08/28/2024		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: 08/28/2024		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: 08/28/2024 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: 08/28/2024 Initials: nlc

SECTION 3 – FUNDING SOURCE

Awarding Entity: State of Vermont, Agency of Transportation
 Contract #: CA0849
 Funding Type: Federal CFDA/ALN #: 20.205
 Program Title:
 State Transportation Alternatives Program
 Municipal
 Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC	CONTRACTOR
<p><u>Project Contact/Coordinator</u> Name: Reuben MacMartin Title: Senior Transportation Planner Work Phone: 802.262.1020 Email: macmartin@cvregion.com</p>	<p><u>Project Contact/Manager</u> Name: Jenn Conley Title: Director of Transportation Work Phone: 802.497.6191 Cell Phone (if applicable): Email: jconley@vhb.com</p>
<p><u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: meyer@cvregion.com</p>	<p><u>Finance/Billing</u> Name: Brittany Christie Title: Project Administrator Work Phone: 802.497.6192 Cell Phone (if applicable): Email: bchristie@vhb.com Address if different than Section 1): Mailing: PO Box 845179 City/State/ZIP: Boston, MA 02284-5179</p>

Central Vermont Regional Planning Commission
(CVRPC)

Agreement for Consultant Engineering Services with

Vanasse Hangen Brustlin, Inc. (VHB)

THIS AGREEMENT is made this 3th day of September, 2024, by and between the Central Vermont Regional Planning Commission, hereinafter referred to as the RPC and Vanasse Hangen Brustlin, Inc., a Vermont corporation, with its principal place of business at 40 IDX Drive, Building 100, Suite 200, South Burlington, VT 05403, hereinafter referred to as the CONSULTANT.

The RPC wishes to employ the CONSULTANT for the purpose of providing services to conduct engineering investigations, develop concept designs, specifications, and estimates for a shared-use path to parallel VT-100/100B between the Town of Warren and the junction of VT-100B and US-2 in the Town of Middlesex.

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

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

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

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the construction project under consideration as set forth in the Request for Proposal / Qualifications and Scope of Services dated 19 August 2024, the CONSULTANT's Technical and Cost Proposal dated 27 August 2024, and the "Specifications for Contractor Services" dated 2019 (See Local Projects Guidebook); all of which are incorporated herein and made a part of this Agreement.

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

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before:
1 August 2025

3. THE AGREEMENT FEE

A. General. The RPC agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the (actual cost, firm fixed price, labor hour, etc.) to the CONSULTANT in accordance with the proposed (rates, etc.) as stated in the proposal attached.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ 69,075.

4. PAYMENT PROCEDURES

Invoices shall be submitted to Reuben MacMartin, Municipal Project Manager at The RPC to be reviewed and approved against Consultant Scope and Cost Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Vanasse Hangen Brustlin, Inc.
40 IDX Drive, Building 100, Suite 200, South Burlington, VT 05403

By: _____

Title: _____

Date: _____

Central Vermont Regional Planning Commission
29 Main Street, Suite 4, Montpelier, VT 05602

By: _____

Title: _____

Date: _____

Enclosures:

- Request for Proposal / Qualifications and Scope of Services
- Consultant Scope and Cost Proposal
- Certificate of Insurance
- Specifications for Contractor Services (Local Projects Guidebook Appendix E)
- At-the-Ready (ATR) Consultant Selection Form (*if procured through the ATR process*)
- Conflict of Interest Form
- Debarment and Non-Collusion Form
- Certification for Federal-Aid Contracts (DOT Form 272-040 EF)
- Certification Regarding Lobbying
- Contractor's EEO Certification Form (CA-109)
- Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)

VT-100 Multi Use Path: CVRPC TAP TA24(9)

**Request for Proposal
Scoping Study
At-the-Ready Consultant Services
Central Vermont Regional Planning Commission (CVRPC)**

Issued: 08/19/2024

Due: 08/29/2024

Contact person: Reuben MacMartin, Senior Transport Planner, 802.262.1020, macmartin@cvregion.com . All questions related to this request for proposals shall be addressed, in writing, to this individual no later than 5 business days prior to the due date above.

I. INTRODUCTION

CVRPC is requesting proposals for production of a scoping study to identify alternatives, issues and costs and provide recommendations related to construction of a multi-use path facility in running adjacent or parallel to VT-100/100B from Warren to US-2, funded in part by the Federal Highway Administration and the Towns of Warren, Waitsfield, and Moretown, through the Vermont Agency of Transportation (VTrans) Municipal Assistance Section (MAS).

This path is envisioned as alternative transport spine for the Mad River Valley serving both recreational and functional trips. In this dual role it is intended to simultaneously reduce the automobile dependence of residence while boosting the recreational tourist economy of the Valley.

The owner of the project is CVRPC and the sole authority for the Consultant during the project rests with the CVRPC Board of Commissioners.

Project development must follow the VTrans Municipal Assistance Section (MAS) process. Questions related to the MAS project development process can be answered by Reuben MacMartin or, VTrans Project Supervisor / Manager (Scott Robertson, PE), Municipal Assistance Section, by phone at 802.793.2395 or email at scott.robertson@vermont.gov

All work will be accomplished in accordance with the following:

- MAS Guidebook for Municipally Managed Projects (found on the VTrans MAS website <https://vtrans.vermont.gov/highway/local-projects>).
- MAS Scoping Process flow chart (found on the VTrans MAS website).
- Specifications for Contractor Services (found on the VTrans MAS website).

II. SCOPE OF WORK

In general, the scope of this project will consist of a planning process that identifies the needs of The Mad River Path within a defined area taking into consideration the existing conditions. The outcome of

08-04-21 Update

VT-100 Multi Use Path: CVRPC TAP TA24(9) At-the-Ready RFP for Bicycle/Pedestrian Scoping Study

the process will be:

- Identification and prioritization of improvements
- A public involvement process to ensure local input and support of projects
- An assessment of historic, archaeological and environmental impacts
- Clear, written documentation of project issues and overall feasibility
- A complete preliminary cost estimate for further engineering, project administration, environmental review, and construction

The draft and final reports will include all elements of this RFP in a format outlined in section L.

A.) Project Kickoff Meeting

Meet with Town and State officials (VTrans Bicycle and Pedestrian Section staff or Transportation Alternatives Coordinator) and a local project steering committee (if applicable) to develop a clear understanding of the project goals, objectives, timelines and deliverables.

B.) Compile Base Map/Document Existing Conditions

Compile a base map using available mapping including VT Digital Orthophotos, digital parcel maps for the Town (if available) and other natural resource-based GIS data available from the RPC or the Vermont Center for Geographic Information (VCGI). The compiled information must be displayed in an ArcView-compatible format. Display of typical sections and other engineering type drawings may be done with software other than ArcView. Existing conditions to be noted include presence of existing pedestrian/bike facilities, roadway widths, subsurface drainage and any other items the consultant feels are appropriate. Additional items to be mapped may include natural resource constraints, utilities, historic and archaeological impacts, etc. Additionally, the consultant will collect traffic information such as the Average Daily Traffic, pedestrian and bicycle counts and available crash data. The consultant may elect to undertake a topographic survey to map roadway widths more accurately, location of existing buildings, drainage facilities and any other features that may be critical to the design of the project.

C.) Local Concerns Meeting

The consultant will organize and moderate a Local Concerns meeting with Town representatives and State officials (including the District Transportation Administrator, Permitting and Traffic Operations when on the State system.) This meeting is with the public to develop a clear understanding of the project goals, objectives and concerns. This meeting may be an opportunity to discuss any future maintenance issues or concerns with the proposed project. As an outcome of the local concerns meeting and the project kickoff meeting, the consultant will develop a Project Purpose and Need Statement for proposed improvements. The consultant will generate this statement based on local input and an understanding of existing conditions. Items that may be discussed (especially for shared use paths) are what different user groups are anticipated/desired (e.g. bicyclists, roller-bladers, snowmobiles in

winter, etc.) and what surface type is desired.

D.) Identify Land Use Context

The consultant will identify the existing and proposed land uses in the project area as well as the overall context of the area where the project is proposed (e.g. rural, suburban, village area, etc.) Based on existing land use patterns and potential connections to planned or existing pedestrian and/or bicycle facilities, the consultant will document predicted and existing pedestrian/bicycle travel patterns to gain an understanding of the best location for new sidewalks/bike facilities. The consultant shall discuss how the proposed project fits in with the overall bicycle or pedestrian network in the community.

E.) Develop Conceptual Alternatives

In cooperation with CVRPC staff the consultant will be responsible for identifying potential alternatives for the proposed bicycle and/or pedestrian facilities utilizing the information compiled for the base plan, and site visit(s). Conceptual alternatives should also include roadway crossing needs. If a shared use path paralleling a road is proposed, the alternative of providing on-road accommodation for bicyclists should be discussed. If a proposed alignment includes off road (shared use path) and on road bike facilities, discuss how these transitions will be made. The consultant will also review the proposed alternatives to ensure that they meet the Americans with Disabilities Act Accessibility Guidelines and other applicable State and Federal requirements.

If the proposed improvement covers a large distance and will likely be implemented in phases, the consultant shall make suggestions about how to break up the project into logical segments. The consultant will develop typical sections for the different alternatives that show basic dimensions and, if applicable, where the facility is located within existing road rights of way and in relation to travel lanes, shoulders, existing building faces and other features.

As part of developing alternatives, the consultant will become familiar with the most recent edition of the [“Work Zone Safety & Mobility Policy and Guidance”](#) Document and assess the impact of the project construction on existing vehicle, pedestrian and bicycle traffic. An initial determination should be made as to what level of project significance (Project Type - A, B, C or D) is likely to result from project construction. The study shall include a section on traffic management that discusses the possible impacts, what stakeholders may be impacted and what measures are likely to be needed to address work zone impacts during construction. If traffic control measures, including any temporary pedestrian facilities, are needed, their cost shall be identified in the overall costs for each alternative.

Note that if proposed alternatives lie within State of Vermont rights-of-way, coordination with various sections of VTrans must take place. At a minimum, the District Transportation Administrator and the Permitting Services section (provide permits for work in State ROW) should be involved. Other possible sections are Traffic Operations Unit (crosswalks, signs, traffic signal warrants), Structures (bridges and culverts) and Highway Safety and Design (changes in lane configurations or turning lanes).

F.) Identify Right-of-way Issues

Compile all right-of-way and abutting property ownership information along the proposed alignment of the project, including roadway and railroad where applicable. This information should identify public/private ownership and any existing easements or restrictions (e.g. Act 250 permits) on affected property. Map right-of-way information on the same base mapping as the existing conditions – Task B). If the project is located along a state highway and will cross existing commercial or residential driveways that are excessive in width, a discussion should be included of the impacts of modifying the driveway to meet current standards (access management). The existing width of state highway right-of-way should be confirmed with the VTrans ROW section. ROW data for the state system can be requested by going to the following link – <http://tinyurl.com/qgv5jua>.)

G.) Identify Utility Conflicts

Identify and discuss all public and private underground and overhead utilities (water, sewer, fiber optics, electric, TV, cable, phone) in the project area. Include a preliminary assessment of whether any relocations will be required. Will the relocations occur outside of the existing Rights of Way? For underground utilities, an assessment should be made of whether they will be impacted by construction of the proposed improvements. The assessment should include identification of owners of potentially impacted utilities.

H.) Identify Natural and Cultural Resource Impacts and Permitting Requirements

Identify natural and cultural resource impacts including wetlands, surface waters, floodplains, river corridors, lake shorelands, flora/fauna, endangered species, storm water, hazardous material sites, forest land, historic, archaeological and architectural resources, 4(f) and 6(f) public lands, and agricultural lands. Identify potential impacts on these resources and permitting requirements, including the potential for review under Act 250.

For this study this element will consist of a preliminary evaluation, as a preferred alternative will not be selected, all Environmental Resource ID work shall include the general project area in which all proposed alternatives will take place. If alternatives are provided in the corridor report, then recommendations for the alternatives’ impact on environmental resources shall be evaluated in subsequent segment-level scoping efforts.

When possible, documentation from appropriate state and federal agencies (e.g. Agency of Natural Resources, Department of Fish and Wildlife, Corps of Engineers) should be included to summarize the extent to which resources may or may not be impacted. The consultant will identify any permits that will likely be needed for the project.

All resource work will be completed by the consultant as preliminary identification and shall be documented in the report. Reviews can be completed with remote sensing, maps, archives, professional judgement and minimal field work, if any. More detailed analysis of reviews will be completed during design stages of the project. Project area should be depicted on a map.

Environmental resource areas and impacts should also be delineated/illustrated/or otherwise described on the map.

Historic and Archaeological resources will be reviewed to determine potential direct and indirect impacts to those resources. Consultants should identify a preliminary proposed Area of Potential Effects (APE) for both direct and indirect effects. For the Historic resources, the correct level of study for above-ground resources would be a survey that identifies properties in the APEs that are potentially eligible for listing on the National Register of Historic Places. For Archaeology, the correct level of effort is an Archaeological Resources Assessment (ARA) which involves no excavations, but identifies where and how much of a proposed project area has archaeologically sensitive land. This is based on the Predictive Model developed by the SHPO office, historic maps such as Beers, Wallings, Sanborn for urban areas, Google imaging using the timeline feature to potential land changes over the years and the On-Line Resource Center (ORC) for professional archaeologists conducting work in Vermont. See link below. Field visits may be required to verify any disturbance but at this preliminary level, a desk review may be sufficient to determine general sensitivity.

<https://accd.vermont.gov/historic-preservation/identifying-resources/online-research-center>

Because an alternative has not yet been selected, all Environmental Resource ID work shall include the general project area in which all proposed alternatives will take place. If alternatives are provided in the scoping report, then recommendations for the alternatives' impact on environmental resources shall be stated in the scoping report, along with anticipated permit requirements.

The Vermont ANR Natural Resource Atlas *and BioFinder* are web-based mapping tools which should be used to approximate natural resource features. The Atlas serves as a quick reference to help determine which resources, mentioned above, are possibly located within the project limits. To aid in the review the following web applications should be viewed and referenced.

ANR Natural Resource Atlas: <https://anrmaps.vermont.gov/websites/anra5/>

- Wetland VSWI & Wetlands Advisory layers
- VT Fish and Wildlife Layers (RTE, uncommon species, deer wintering)
- Hydric Soils layers
- Rivers layers

ANR BioFinder: <https://anr.vermont.gov/maps/biofinder>

The Vermont Significant Wetland Inventory (VSWI) and Wetlands Advisory layers are good places to start to determine potential presence of wetlands although, all state significant wetlands are not mapped. The hydric soils mapping indicates additional areas where wetlands may be present. The actual boundaries and presence of wetlands must always be determined in the field by a professional wetland scientist.

The DEC Watershed Management Division has regional resource scientists who are available to help with project scoping and permitting requirements. For instance, the floodplain managers can help evaluate river corridors and whether certain types of bike and pedestrian facilities meet the State river corridor performance standard, i.e., fit within these dynamic areas without the application and maintenance of river channelization practices.

Improvements for bicyclists and pedestrians are likely to increase impervious surface area, especially where a closed, subsurface drainage system is proposed (new or addition to existing). An estimate of new, redeveloped and existing contributing surface areas should be included as well as an assessment of what will be required to obtain a stormwater discharge permit. An estimate of the area of earth disturbance that will result from the project should be included to assess the extent of mitigation that will be required under the ANR Construction Stormwater (erosion prevention and sediment control) permit.

During development of alternatives, the Consultant shall attempt to minimize discharges of untreated stormwater to surface waters or wetlands, particularly during smaller storms (1yr return frequency and smaller). Reasonable effort shall be made to identify and attempt to minimize conflicts and align project goals as practicable with known community stormwater master plans, tactical basin plans, jurisdictional features associated with State stormwater permits, planned stormwater retrofits and other related considerations which may be affected by the project.

This resource work will inform the alternative selection so that the project avoids and minimizes, to the extent practicable, impacts to environmental resources. Thorough and well-documented resource identifications will inform the selection of the Least Environmental Damaging Practicable Alternative (LEDPA) and development of Conceptual Plans. Scoping reports will be reviewed by the VTrans Project Delivery Environmental Section

I.) Alternatives Presentation

All of the proposed alternatives (including a mandatory “no build” alternative) will be evaluated in an alternatives matrix. The matrix will include resource impacts, right of way impacts, utility impacts, ability to meet the project purpose and need, estimated cost and any other factors that will help the community evaluate the alternatives being considered. Taking into consideration previously gathered information, conduct a public informational meeting to present all the different alternatives that have been considered. The outcome of this meeting should be a ranked list of alternatives as determined by community preference.

J.) Develop Preliminary Cost Estimates

The consultant will develop preliminary cost estimates for further planning, design, construction and maintenance cost of the project. The estimates should assume that the project will be constructed using a combination of Federal and local funding and will be managed by the local community. The cost estimates should include amounts for construction, engineering, municipal project management and construction inspection. If the project is to be completed in phases, cost estimates for each phase shall be provided.

K.) Project Timeline

The consultant will provide a project development timeline that takes the project through the scoping, design, permitting and construction phases assuming the use of a combination of

Federal and local funding. The consultant will develop a project phasing plan for construction of the project over a multi-year period.

L.) Report Production

Using information gathered from the activities outlined above and from the meetings with the Town, submit draft and final reports outlining the findings of the study. The draft report must be submitted to VTrans for comment prior to issuing a final report. A minimum of 3 weeks must be allowed for VTrans review of the draft report. A public informational meeting will be held to review the draft report before completion of the final report. The consultant shall follow the report format shown below and is expected to include all of the elements listed in this RFP. It is expected that the local legislative body will endorse or decline the proposed project at this meeting.

Recommended Format for Final Scoping Report:

- Purpose and Need of the Project
- Project Area and Existing Conditions
- Each Alternate Should Define:
 - Right of Way Impacts
 - Utility Impacts
 - Preliminary Natural & Cultural Resource Impacts
 - Preliminary Project Cost Estimate
 - Future Maintenance
- Public Involvement
- Compatibility with Planning Efforts
- Project Timeline
- Viability

III. STANDARDS AND DELIVERABLES

- A.)** All documents should be provided in both hard copy (paper) and digital format. All hard copies of draft and final reports shall be printed on both sides (i.e. double-sided). Adobe .pdf format is required for the draft and final reports.
- B.)** All data, databases, reports, programs and materials, in digital and hard copy format created under this project shall be transferred to the Town/City or RPC upon completion of the project and become the joint property of the Town/City or RPC and the State of Vermont when applicable.
- C.)** The consultant will provide a digital copy, as an Adobe .pdf document, of both the draft and final reports shall be sent to the VTrans project Supervisor / Manager and the Town.

IV. RESPONSE FORMAT

Responses to this RFP should consist of:

1. A cover letter expressing the firm's interest in working with CVRPC including identification of the principal individuals that will provide the requested services.
2. A description of the general approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
3. A scope of work that includes detailed steps to be taken, including any products or deliverables resulting from each task.
4. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.
5. A proposed schedule that indicates project milestones and overall time for completion.
6. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list.
7. A composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

Please note that the proposal should be limited to a total of 15 pages.

V. CONSULTANT SELECTION

The Selection Committee is made up of Misha Golfman (Mad River Path), Sam Robinson (MRVPD), Reuben MacMartin (CVRPC), and Mac Rood (Mad River Path). The Committee has reviewed and evaluated at least three of the Statements of Qualifications from consultants in the At-the-Ready Qualified Roster and selected one. After selecting the firm, the Selection Committee requests a technical and cost proposal under this RFP. If negotiations are successful, the Selection Committee will make a recommendation to the Town Selectboard to award a contract.

The rates that are proposed will be in effect for the complete term of the contract.

The selection committee may elect to interview the consultant prior to final selection. CVRPC reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest.

The proposal will be evaluated and awarded based on the personnel presented in the At-the-Ready Qualification Proposal. Should the awarded consultant propose any substitutions to the project personnel either at the time of the proposal or in the future, they must submit a request to VTTrans in consultation with the Municipality, for approval of such a change.

VI. SUBMISSION

All questions related to this request for proposal shall be addressed to the contact person indicated.

The proposal shall conform to the following requirements. The proposer shall:

Submit as an electronic submission via email clearly marked in the subject with the project name. Please inform Reuben MacMartin prior to submission to avoid proposal being relegated to their spam or junk email files.

Proposals and/or modifications received after the date and time due will not be accepted or reviewed. No facsimile machine transmitted proposals will be accepted.

The proposal upon submission becomes the property of CVRPC. The expense of preparing and submitting a proposal is the sole responsibility of the consultant. CVRPC reserves the right to reject the proposal received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of CVRPC. This solicitation in no way obligates CVRPC to award a contract.

VII. CONTRACTING

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101; Phone: (802) 828-2363, (800) 439-8683; Vermont Relay Service – 711; Web: <https://www.vtsosonline.com/online>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

The Consultant's attention is directed to the VTrans' Disadvantaged Business Enterprise (DBE) Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of DBEs for the work covered in the RFP. It is expected that the consultant will make good faith efforts to solicit DBE sub-consultants. The successful Consultant will be expected to execute sub-agreements with sub-consultants named in the At-the-Ready Consultant Services proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Specifications for Contractor Services located in the Municipal Assistance Section website. The certificate of insurance coverage shall be documented on forms acceptable to the Town.

Scope of Work

VHB has developed a scope of work consistent with the VTrans Municipal Assistance process. Based on information from the project team, the grant funding is anticipated to be split between VHB as a consultant, and the Central Vermont Regional Planning Commission (CVRPC) as a Municipal Project Manager (MPM), as is typically the case. It is also anticipated that the Mad River Path (MRP) will provide additional support and receive a portion of the grant funding. In the following Scope of Work, VHB has identified elements of the work that are expected to be completed by each of the aforementioned groups - VHB, the CVRPC, and/or the MRP. The collective group of the MRP and CVRPC is referred to as, "Project Team".

Task A: Project Kick-off Meeting

VHB will prepare for and attend a Project Kickoff Meeting with representatives from the CVRPC, Mad River Path, VTrans, and other project team members to initiate the exchange of information and establish communication protocols, near-term schedules, and action items. This meeting will also help establish a uniform understanding of project scope, relevant issues, and expectations. We will discuss the roles and expectations for attendees as well as the specifics of the scoping study process.

Goals for the meeting will be as follows:

- » Review and/or establish relationships between stakeholders and the responsibilities of each
- » Memorialize general project parameters including schedule, approval processes, questions and answers
- » Initiate current action items with a schedule for completion
- » Discuss public engagement methods and communication protocols
- » Demonstrate understanding of previous studies and projects within the project corridor
- » Document meeting notes for attendees to refer to (Mad River Path)

We would suggest following the formal Kick-Off Meeting with a discussion of any focus areas of concern and preliminary identification of different segments of the corridor based on either density, anticipated constraints, or other factors.

The project schedule and projected public meeting dates will be determined at this meeting. These dates will drive the aggressive schedule that was discussed during the interview process.

It is anticipated that Mad River Path will take notes to document the meeting outcomes and circulate those notes within one week of the meeting.



Deliverables: Kick-off Meeting Agenda (VHB) and Meeting Notes (Project Team)

Task B: Compile Base Map/Document Existing Conditions

There is a lot of existing information available about the project area, including recent aerial mapping, traffic data, natural resources data, roadway right of way (ROW) information, and tax parcel mapping. VHB will compile this information. During this task, VHB will complete the following tasks:

1. **Base Mapping.** VHB will compile detailed base mapping for the project corridor using available map data including Vermont digital orthophotos, digital parcel maps, and cultural

and natural resource-based GIS data available from the Vermont Center for Geographic Information (VCGI). This data will be supplemented with information gathered during field investigations and from current VTrans Route Log information to include the following:

- » Presence of existing bicycle and pedestrian facilities
- » Travel lane and shoulder widths
- » Utility infrastructure
- » Drainage features
- » Topographic data
- » Natural resources
- » ROW and parcel widths
- » Roadway ownership
- » Building locations
- » Existing and proposed land uses
- » Other items as appropriate

2. **Field Reconnaissance by Mad River Path.** Existing conditions constraints will be confirmed via photographs. VHB anticipates using existing orthophotographs and Light Detection and Ranging (LIDAR) topographic data, combined with field observations and measurements to develop the project base maps. The field reconnaissance by Project Team will be important in verifying feature locations identified through information gathered from other resources.
3. **Traffic and Crash Data.** VHB will gather available traffic information such as the Annual Average Daily Traffic, existing bicyclist and pedestrian count data, and speed data for the corridor and connecting roadways. VHB will also utilize the VTrans Crash Data Query Tool to understand the project corridor's crash history, and how that information may impact alternatives considered.
4. **Existing Conditions Assessment.** Prepare a memorandum summarizing the items above.



Deliverables: Base Mapping and Existing Conditions Assessment (VHB)

Task C. Local Concerns Public Meeting and Purpose and Need Statement

VHB will organize and facilitate a Local Concerns Meeting to introduce the project to the public and local stakeholders to identify existing issues and opportunities along the corridor. This meeting will include Town representatives and State officials such as the District Transportation Administrator, Permitting and Traffic Operations. We anticipate that we will be able to host this meeting in person at a location along VT 100, however, if this is not possible, our VHB team has extensive experience facilitating virtual community engagement and public meetings and is prepared to leverage this experience to host this initial public meeting virtually, if necessary. VHB will also coordinate with the Mad River Path and local communities to reach out to project neighbors, stakeholders, and the public to encourage meeting participation.

Based on community and stakeholder input received at the local concerns meeting, VHB will prepare a draft Purpose and Need Statement for review and comment by the Project Team. The statement will clearly define the project needs and succinctly explain any deficiencies within the project area. This statement will help to determine which alternatives fulfill the project goals

and identified needs. Following the review period, VHB will incorporate revisions to the language and submit the Purpose and Need Statement to be finalized in Task I.



Deliverables: Meeting Flyer (Project Team), Presentation and Meeting Materials (VHB), Meeting Notes (Project Team), Draft Purpose and Need Statement (VHB)

Task D. Identify Land Use Context

VHB will identify the existing and proposed land uses within the study area, as well as the overall context in the VT 100 corridor, and discuss any planned changes to land uses or permitted development within the area surrounding the project. Based on existing land uses and known pedestrian and bicyclist desire lines, the Project Team will identify potential connection locations, and discuss the compatibility of the proposed project with the existing pedestrian and bicycle network in the community as a whole.

Task E. Development of Conceptual Alternatives

Conceptual Alternatives aimed to address active transportation connectivity, safety, and mobility goals identified at the onset of the study will be developed using information obtained during the kick-off meeting, site visit(s), recommendations from any previous studies or Town plans, traffic safety and crash data analysis, input from community members and project stakeholders, and appropriate guidelines, specifications, and design standards.

As discussed during the interview process, given the preferred project schedule and limited nature of the project budget, VHB anticipates that the Conceptual Alternatives will be developed at a high level. VHB expects to utilize a combination of annotated corridor mapping, representative cross-sections, and sample layout view of different corridor locations to communicate alternatives and inherent differentiators between options.

Conceptual Alternatives determined to be viable will be assessed against several factors such as resource and ROW impacts (task F), utility conflicts (task G), natural and resource impacts (task H), conceptual cost estimates, and potential phasing for project implementation. An evaluation matrix will be prepared following the template in the VTrans MAS Guidebook. This matrix will include measures for evaluating the various alternatives and will include, but not be limited to, construction costs, potential environmental impacts and permitting requirements, ability to satisfy the purpose and need statement, and other measures pertinent to the project.

The project construction impact on existing traffic will also be assessed. Traffic management, potential stakeholder impacts, and measures to address construction work zone impacts will be discussed, and the level of project significance based on project construction will be determined.

VHB will submit these Conceptual Alternatives to the Project Team and VTrans Project Manager for review and comment prior to the Alternatives Presentation (summarized in Task I).



Deliverables: Conceptual Alternatives, Alternatives Evaluation Matrix, and Conceptual Cost Estimates for each alternative (all by VHB).

Task F. Identify Right-of-Way Issues

VHB will obtain the right-of-way (ROW) and parcel information within the project area based on available VTrans ROW records, and the corridor's Town's tax parcel database. The ROW and parcel information will be overlaid onto the base mapping for the project area. This information

will identify public/private ownership and any existing easements and/or restrictions. The alternatives will be overlaid with the determined ROW information to evaluate potential impacts at a conceptual level.

Task G. Identify Utility Conflicts

VHB will identify all public and private existing utilities located along the project corridor based on utility information in available VT GIS resources, as well as from visual observations in the field, as obtained in Task B by the Project Team, and/or from other resources, if available. This will include utility poles, stormwater catch basins, manholes, and other observable surface features. VHB will perform a preliminary assessment of potential utility relocations as part of the evaluation of each alternative. This assessment will be sure to include the identification of property owners potentially impacted by any utility relocations.

Task H: Identify Natural and Cultural Resource Constraints and Permitting Requirements

VHB will review natural and cultural resource issues including wetlands, surface waters, floodplains, river corridors, lake shorelands, flora/fauna, endangered species, storm water, hazardous material sites, forest lands, historic architectural resources, and agricultural lands. This will be completed using the Vermont Agency of Natural Resources' Natural Resources Atlas as well as VCGI GIS mapping. VHB will identify potential impacts on these resources and permitting requirements, including the potential for review under Act 250.

Historical and archaeological resources will be reviewed to determine potential impacts to those resources. Archaeological Resource and Historic Resource Assessments will be conducted to determine if any of the proposed project area may be archaeologically or historically sensitive. Our investigation will include a review of potential resources through online research of available records of past assessments documented in other scoping. The Project Team/Mad River Path will supplement the online review by taking pictures of historic resources in the project area as identified by VHB.

VHB will contact state and federal resource agencies (e.g., the Vermont Agency of Natural Resources, the Vermont Fish and Wildlife Department, and the U.S. Army Corps of Engineers) to ascertain the presence or absence of previously mapped environmental resources in the Study Area. After the review of information contained in existing databases and agency outreach, Mad River Path will conduct a reconnaissance-level review preliminarily ground truth of previously mapped wetlands, waters, and natural community mapping within the proposed corridor. This scope of services does not include a formal wetland delineation or surveys for potential occurrences of rare, threatened, or endangered (RTE) plants or animals.

VHB will summarize the findings of the database review and agency coordination in a brief memorandum composed of the Historic Resources Identification Report and Archaeological Resources Assessment as appendices, representative photographs where applicable, and a Natural Resources Map depicting the location of identified resources relative to the proposed project corridor. VHB will identify and summarize potential impacts on these resources and the associated local, state, and federal permitting requirements, including the potential for review under Act 250 and preliminary considerations for construction and operational stormwater permitting.

VHB will also provide an estimate of new, redeveloped, and existing impervious surface area and the area of earth disturbance resulting from the project, as well as an assessment of the requirements for obtaining a stormwater discharge permit and the required mitigation under the ANR Construction Stormwater permit.



Deliverables: Historic Resources Identification Report (VHB), Archaeological Resources Assessment (VHB), and Natural Resources Map (VHB) for inclusion as appendices for Task L (with images provided by Project Team)

Task I: Alternatives Presentation

VHB will facilitate an Alternatives Presentation Meeting to solicit public input on the alternatives developed for the corridor, including a “no build” alternative. The conceptual alternatives, estimated costs, and evaluation matrix will be presented to attendees for review and comment. The goal of this meeting will be to gather input to identify a ranked list of alternatives based on community preference.

Following this public meeting, VHB will finalize the Purpose and Need Statement with public and Town stakeholder feedback.

The Project Team will develop a meeting flyer and press release for distribution to all appropriate outlets prior to the meeting. The Project Team will prepare meeting notes following the public meeting. In the event that it is required, this meeting could also be held virtually.



Deliverables: Meeting Press Release and Flyer (Project Team), Presentation and Meeting Materials (VHB), Meeting Notes (Project Team), Final Purpose and Need Statement (VHB)

Task J: Preliminary Cost Estimates

VHB will develop preliminary cost estimates for further planning, design, construction, and maintenance costs of the top ranked alternative for the project. Construction cost estimates will include preliminary bid item quantities. The cost estimates will include amounts for construction, engineering, municipal project management, and construction inspection. If the project demands a phased approach to implementation, we will provide cost estimates for each phase.



Deliverables: Preliminary Cost Estimates (VHB)

Task K: Project Timeline

VHB will provide a project development timeline that takes the project through the design, permitting, and construction phases assuming the use of a combination of federal, state, and local funding. If necessary, we will develop a phasing plan for construction and implementation over a multi-year period.



Deliverables: Formalized Project Timeline (VHB)

Task L: Report Production (and Presentation)

VHB will develop a Draft Scoping Report utilizing information gathered from the tasks performed in the scope of work above. The draft report will include a review of the existing conditions assessment, a summary of the public outreach process, the Final Purpose and Need Statement, an overview of the alternative’s evaluation process, and a summary of the

community's highest ranked alternative selected for the project area. An electronic pdf version of the report will be submitted to the Project Team and VTrans for review and comment.

VHB, in coordination with the Project Team, will prepare a final presentation to share and discuss the Draft Scoping Study and the findings contained therein.

The Project Team will prepare meeting notes following the presentation that will be incorporated into the Final Scoping Report. As with all meetings, VHB is prepared to present the results in person or virtually, as required.

Based on Town and VTrans comments, as well as feedback received at the Public Meeting, VHB will develop the Final Scoping Report. The Final Scoping Report will include all elements required by the VTrans Municipal Assistance Section. Electronic files will be distributed to the Town and VTrans staff at the completion of the project.



Deliverable: Draft Scoping Report (VHB), Presentation and Meeting Materials (VHB), Meeting Notes (Project Team), Final Scoping Report (VHB)

Proposed Project Schedule

Assuming that a Notice to Proceed is provided by September 9, 2024 and that no unforeseen delays or obstacles are encountered during the course of the project, we suggest the following schedule to complete the project by the end of July 2025. As discussed, this schedule is dependent on hosting public meetings as detailed in the schedule. Any delay in scheduling public meetings would delay the project completion.

Project Kick-off Meeting	September 2024
Compile Base Mapping / Document Existing Conditions	September – November 2024
Identify Resource Constraints & Permitting Requirements	October – December 2024
Public Meeting #1 – Local Concerns Meeting	Late November 2024
Develop Conceptual Alternatives	December 2024 – March 2025
Public Meeting #2 – Alternatives Presentation	Mid March 2025
Draft Scoping Study Production	March to May 2025
VTrans Review (minimum 3 weeks plus 2 weeks for comment resolution)	May to June 2025
Public Meeting #3 – Presentation of Preferred Alternative	June 2025
Final Scoping Study Production & Submission	July 2025

Project Budget

VHB is committing experienced personnel that have proven able to generate realistic estimates of labor hours that meet client needs. We have provided the following table of labor hours that correlates with the Scope of Work provided above.

		LABOR BUDGET							Total Hours	Labor Costs
		Project Manager	Design Engineer	Senior Engineer	Natural, Historic, Archaeological Resources	Trans Engineer/ Planner	Stakeholder Engagement	Graphics/ GIS		
Task	Task Description	Jennifer Conley	Branden Roberts	Drew Gingras	O'Shea / Ketterling / Honsinger	Evan Haugh	Elisabeth Sundberg / Grace Wehrle	Joe Vanacore		
A	Project Kick-Off Meeting & Project Management									
	Prepare for and Attend Virtual Kick-Off Meeting	4					6		10	\$ 1,694
	Coordination Meetings and Project Administration	4				4	8		16	\$ 2,388
B	Compile Base Map/Document Existing Conditions									
	Coordinate and Obtain Data from Town and State					4	4		8	\$ 902
	Site Walk / On-Site Review of Existing Conditions					8			8	\$ 972
	Develop Base Map Using Existing Information	1			2	8	8		19	\$ 2,391
	Assess Existing Conditions	1		2	2	6	4	4	19	\$ 2,462
C	Local Concerns Meeting and Purpose and Need Statement									
	Prepare for and Attend Local Concerns Meeting (In Person)	6					8	8	22	\$ 3,238
	Prepare Purpose and Need Statement	1					2		3	\$ 476
D	Identify Land Use Context									
	Identify Current and Future Land Uses						2	2	4	\$ 408
	Identify Current Bicycle / Pedestrian Mobility Facilities						2	4	6	\$ 608
E	Develop Conceptual Alternatives									
	Identify and Develop Conceptual Alternatives	2	4	8		48	8	12	82	\$ 10,323
	Generate Conceptual Cost Estimates			2		4		4	10	\$ 1,215
	Generate Evaluation Matrix	1	1	2		8		8	20	\$ 2,521
F	Identify Right of Way Issues									
	Incorporate R.O.W. Information into Base Mapping					2	4		6	\$ 659
G	Identify Utility Conflicts									
	Public and Private Utility Research					2	2	2	6	\$ 651
	Incorporate Utilities into Base Mapping					2		2	4	\$ 443
H	Identify Resource Constraints & Permitting Requirements									
	Historical Resources Identification Report				18				18	\$ 2,878
	Archaeology Report				24				24	\$ 3,838
	Environmental Reviews				8		4		12	\$ 1,695
	Summarize Resource Issues/Identify Permitting Requirements	2			8				10	\$ 1,815
I	Alternatives Presentation Meeting									
	Prepare for and Attend Alternatives Meeting	12	1	2			12	8	35	\$ 5,741
J	Preliminary Cost Estimates									
	Finalize Conceptual Cost Estimates		1	2		6			9	\$ 1,210
K	Preliminary Project Timeline									
	Preliminary Project Timeline			1		2			3	\$ 407
L	Report Production (and Final Presentation)									
	Draft Report Preparation	2	2	8		10	50	32	104	\$ 11,766
	Prepare for and Attend Final Public Meeting (In Person)	8					8		16	\$ 2,973
	Final Report Preparation	2	1	1		4	16	12	36	\$ 4,201
TOTAL HOURS:		46	10	28	62	118	148	98	510	
TOTAL LABOR COSTS :		\$ 12,317	\$ 1,515	\$ 4,602	\$ 9,914	\$ 14,344	\$ 15,377	\$ 9,807		\$ 67,875
									TOTAL LABOR COSTS:	\$ 67,875
									Expenses - Printing:	\$ 200
									Expenses - Mileage:	\$ 1,000
									TOTAL EXPENSES:	\$ 1,200
									PROJECT TOTAL:	\$ 69,075



CERTIFICATE OF LIABILITY INSURANCE

08/05/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 107 Audubon Rd., #2, Ste. 305 Wakefield MA 01880	CONTACT NAME: Christopher A. Poole PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: American Casualty Company of Reading, Pennsylvania INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 35289 20427 37885

COVERAGES **CERTIFICATE NUMBER:** 2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6018141932	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6018203376	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6018203362	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017185236	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Arch/Eng Prof Liab incl Pollution			DPR5031002	07/19/2024	07/19/2025	Per Claim 5,000,000 Aggregate 5,000,000

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

VHB Project Name: Mad River Path
VHB Proposal #: 84350.24

Central Vermont Regional Planning Commission is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.


CERTIFICATE HOLDER

Central Vermont Regional Planning Commission (CVRPC)
 29 Main Street, Suite 4

 Montpelier VT 05602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


Additional Named Insureds

Other Named Insureds

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY P.C.

VHB ENGINEERING, NC, P.C.

Vanasse Hangen Brustlin, LLC.

CONTRACTOR CONTRACT ATTACHMENT:

Specifications for Contractor Services

Includes:

- 1. ABBREVIATIONS AND DEFINITIONS**
- 2. INDEMNIFICATION**
- 3. INSURANCE**
- 4. COMPLIANCE WITH LAWS**
- 5. CONTRACTUAL AGREEMENTS**
- 6. OPERATIONAL STANDARDS**
- 7. PROJECT DEVELOPMENT AND STANDARDS**
- 8. PAYMENT FOR SERVICES RENDERED**
- 9. AUDIT REQUIREMENTS**
- 10. SECRETARY OF STATE**
- 11. VERMONT STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES APPENDICES A and E**

June 2014

(UPDATED May 2019 to add section 11)

Specifications for Contractor Services

Section 1: ABBREVIATIONS AND DEFINITIONS

Wherever used in these Specifications for Contractor Services or in any documents that these specifications pertain to or govern; abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words, phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

1.01 ABBREVIATIONS.

CADD	Computer Aided Drafting and Design
CFR	Code of Federal Regulations
CPM	Critical Path Method
CSC	Contractor Selection Committee
DBE	Disadvantaged Business Enterprise
EDM	Electronic Data Media
FTP	File Transfer Protocol
LOI	Letter of Interest
RFP	Request for Proposals
SOW	Scope of Work
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Administration
V.S.A.	Vermont Statutes Annotated
VTrans (VAOT)	Vermont Agency of Transportation

1.02 DEFINITIONS. Wherever in these specifications or in other contract documents the following terms or pronouns in place of these are used, the intent and meaning shall be interpreted as follows, unless that context makes clear that another meaning is intended:

ACCEPTANCE: (Reviews-Acceptances) The Municipality's determination that a deliverable meets the requirements of the contract. The Municipality's determination shall prevail in the interpretation of acceptability.

ACCEPTANCE DATE: The date of the written notice to the contractor by the Project Manager that the project is complete and final payments, if applicable, have been approved as provided by the contract.

AGENCY: State of Vermont, Agency of Transportation, also referred to as VAOT or VTrans.

Specifications for Contractor Services

AGREEMENT: See CONTRACT.

AMENDMENT: A change to a contract that has been reviewed and approved, by signed document, by all parties to the contract.

AUDIT: An examination of the financial accounting and record systems of an entity in accordance with Generally Accepted Governmental Auditing Standards (yellow book), applicable accounting principles, and contract terms.

CALENDAR DAY: A day as shown and sequenced on the calendar, beginning and ending at midnight, as differentiated from work days or other intermittent time references.

COMPETITIVE NEGOTIATION: A means of procurement involving negotiations, based on qualifications, as described in Title IX of Federal Property and Administrative Services Act of 1949, or the formal procedure permitted by Title 19 V.S.A. Section 10a. Any competitively procured contract awarded without using a sealed bid process is considered a negotiated contract.

CONTRACT: A written contract between the Municipality and another legally distinct entity for the provision of service(s) and/or product(s). The term contract includes all such contracts whether or not characterized as a “contract”, “agreement”, “miscellaneous contract”, “letter of agreement”, “amendment” or other similar term.

CONTRACTOR: An individual or legally distinct entity providing contractual services and/or products directly to the Municipality.

DIRECTOR: A Division manager within the Agency who reports directly to Vermont’s Secretary of Transportation.

DIVISION: A major component of the Agency, headed by a member of the Agency’s executive staff. Each Division is subdivided into Sections and Units.

ENGINEERING AND DESIGN RELATED SERVICES: Means program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a construction project.

EXTRA WORK OR ADDITIONAL SERVICES: Services determined to be required that are not specified in a contract.

FIXED FEE: A specific amount of money to be paid in addition to the hourly or other rates for the work performed pursuant to a contract which is determined by taking into account the size, complexity, duration, and degree of risk involved in the work. Overruns in the work and/or the duration of the work shall not warrant an increase in the fixed fee.

Specifications for Contractor Services

OVERTIME PREMIUM RATE: Time and one-half or some other multiple for hours worked in excess of 40 hours in a workweek or for hours worked on weekends, holidays, and other times when work is not generally performed.

PROGRESS PAYMENTS: Partial payments made for services performed under the contract as the work progresses, at intervals and within limitations designated in the contract.

PROGRESS REPORT: A comprehensive narrative, graphic and/or tabular document/report, whether in hard copy or electronic format, indicating actual work accomplished by the contractor.

PROJECT: All activities performed and expenditures made to accomplish a specific goal. A contract may encompass part of, or more than, one project.

PROJECT MANAGER (LOCAL PROJECT MANAGER): A Municipal representative responsible for administrative management of a project and coordination of all activities related to the project, including the contract(s) to accomplish the goals of the project.

SCOPE OF WORK: A detailed description of all services and actions required of a contractor in a contract.

STATE: The State of Vermont as represented through and by the Vermont Agency of Transportation.

SUBCONTRACTOR: An individual or legally distinct entity to whom or which the contractor sublets part of the work.

VALUABLE PAPERS: Material bearing written or printed information of importance, utility or service relating to a project or contract. Electronic information is also included.

WORK: The furnishing of all labor, materials, equipment, and/or incidentals necessary or convenient to the successful completion of the contract and carrying out of the duties and obligations imposed by the contract.

Section 2: INDEMNIFICATION

2.01 INDEPENDENCE, LIABILITY. The Contractor agrees, to the fullest extent permitted by the law, that it shall indemnify and hold harmless the Municipality, its officers, agents and employees from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the Contractor, its agents or employees, committed, in the performance of professional services to be provided under this Agreement.

Specifications for Contractor Services

The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification agreement may apply has been filed.

Section 3: INSURANCE

3.01 GENERAL. Prior to beginning any work pursuant to a contract, the Contractor shall have the required insurance coverages in place. The certificate(s) of insurance coverage shall be documented on forms acceptable to the Municipality. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the contract. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy shall name the Municipality and the State of Vermont as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

The contractor shall:

- (a) Verify that all subcontractors, agents or workers meet the minimum coverages and limits;
- (b) Maintain current certificates of coverage for all subcontractors, agents and/or workers;
- (c) Where appropriate, verify that all coverages include protection for activities involving hazardous materials; and
- (d) Verify that all work activities related to the contract are covered with at least the following minimum coverages and limits.

3.02 WORKERS COMPENSATION. With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

Specifications for Contractor Services

3.03 GENERAL LIABILITY AND PROPERTY DAMAGE. With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

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

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

The Contractor shall name the Municipality and State of Vermont, and their officers and employees, as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

3.03 AUTOMOTOVE LIABILITY. The Contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

The Contractor shall name the Municipality and State of Vermont, and their officers and employees, as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

No warranty is made that the coverages and limits required are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that must be met to protect the interests of the Municipality.

3.04 VALUABLE PAPERS AND RECORDS INSURANCE. The contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the Municipality or developed by the contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the contractor to, and accepted by, the Municipality.

Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

Specifications for Contractor Services

3.05 RAILROAD PROTECTIVE LIABILITY. When the contract requires work on, over or under the right-of-way of any railroad, the contractor shall provide and file with the Municipality, with respect to the operations that it or its subcontractor perform under the contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the Municipality and State of Vermont named as additional insured, providing for coverage limits of:

- (a) not less than two million dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and
- (b) subject to that limit per accident, a total (or aggregate) limit of six million dollars (\$6,000,000) for all injuries to persons or property during the policy period.

If such insurance is required, the contractor shall provide a certificate of insurance showing the minimum coverage indicated above to the Municipality prior to the commencement of rail-related work and/or activities, and shall maintain coverage until the work and/or activities is/are accepted by the Municipality

3.06 PROFESSIONAL LIABILITY INSURANCE.

- (a) **General.** When performing “engineering and design” related services, or upon the request of the State or Municipality, the contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during performance of contractual duties with the following minimum limits:
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Per Occurrence
- (b) **Deductibles.** The contractor shall be responsible for any and all deductibles.
- (c) **Coverage.** Prior to performing any work, the contractor shall provide evidence of professional liability insurance coverage defined under this Section. In addition, the contractor shall maintain continuous professional liability coverage for the period of the contract and for a period of five years following substantial completion of construction.

Section 4: COMPLIANCE WITH LAWS

4.01 APPLICABLE LAW: This Agreement will be governed by the laws of the State of Vermont.

Specifications for Contractor Services

4.02 GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION.

The contractor shall observe and comply with all federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.

If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Local Project Manager in writing.

In particular, but not limited thereto, the contractor's attention is directed to the various regulations promulgated and enforced by the United States, VOSHA, environmental protection, and other resource agencies.

The Contractor shall comply with all applicable Federal, State and local laws.

4.03 SEVERABILITY. Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, that provision shall be deemed severed from the contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the contract.

4.04 DEBARMENT CERTIFICATION. By signing a contract, the contractor certifies to the best of its knowledge and belief that neither it nor its principals:

- (a) Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state/federal agency;
- (b) Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state agency;
- (c) Do not have a proposed debarment pending; and
- (d) Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Specifications for Contractor Services

Exceptions will not necessarily result in denial or termination of the contract, but will be considered in determining the contractor's responsibility. The contract shall indicate any exception, identify to whom or to what agency it applies, and state the date(s) of any and all action(s). Providing false information may result in criminal prosecution and/or administrative sanctions.

4.05 LOBBYING. The contractor certifies, by signing the contract, that to the best of its knowledge, belief, and ability:

- (a) No state/federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government 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 state/federal contract, the making of any state/federal grant, the making of any state/federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any state/federal contract grant, loan or cooperative agreement.
- (b) If any funds, other than state/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 state/federal agency, a member of Congress, or an employee of a member of Congress in connection with this state/federal contract grant loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) That it shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub-grants and agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract, imposed by Title 31, Section 1352 U.S.C.

For any contract utilizing funds from the Federal Transit Administration (FTA) totaling more than One Hundred Thousand Dollars (\$100,000) a separate lobbying certificate must be filled out, signed, and submitted by the contractor, at the time of the contract award. The Municipality will provide the certificate to contractors who are required to comply with this obligation. It is the Contractor's responsibility to complete and submit the form. Failure of the municipality to provide the form does not alleviate the Contractor's responsibility.

4.06 DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY REQUIREMENTS. Under the terms of the contract, the expression referred to as DBE shall be considered equivalent

Specifications for Contractor Services

to the Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) as defined under 49 CFR Part 26.

(a) Policy: It is the policy of the USDOT that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

(b) DBE Obligation: The Municipality and its contractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The Municipality and its contractors shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of USDOT assisted contracts.

(c) Sanctions for Noncompliance: The contractor is hereby advised that failure of a contractor or subcontractor performing work under this contract to carry out the requirements established under Sections 4.06 (a) and (b) shall constitute a breach of contract and, after notification by the Municipality, may result in termination of this contract by the Municipality or such remedy as the Municipality may deem appropriate.

(d) Inclusions in Subcontracts: The contractor shall insert the following DBE policy requirements in each of its subcontracts and shall insert a clause requiring its subcontractors to include these same requirements in any lower tier subcontracts that the subcontractors may enter into, together with a clause requiring the inclusion of the DBE policy requirements in any further subcontracts that may in turn be made:

“The contractor or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contractor deems appropriate.”

This DBE policy must be included in all subcontracts, and shall not be incorporated by reference.

(e) VAOT Annual DBE Goal: VAOT sets an overall annual goal for DBE participation on federally funded contracts, that is reviewed and revised each year, in accordance with the requirements of 49 CFR Section 26.45. For the specification of the overall annual DBE goal and an explanation of goal-setting methodology, contractors are directed to the VAOT DBE webpage at <http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center/program-goals>.

4.07 CIVIL RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. During performance of the contract, the contractor will not

Specifications for Contractor Services

discriminate against any employee or applicant for employment because of race, age, color, religion, ancestry, sex, creed, sexual orientation, national origin, physical or mental condition, disability or place of birth.

The contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60). The contractor shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR Part 21 through Appendix C. Accordingly, all subcontracts shall include reference to the above.

The contractor shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6, relating to fair employment practices to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts

4.08 ENVIRONMENTAL REGULATIONS. Any contract in excess of one hundred thousand dollars (\$100,000.00) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Part 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Part 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the state, Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

In the event of conflict between these environmental requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

4.09 FALSE STATEMENTS. To assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law (see, e.g., 18 U.S.C. 1020) as well as the laws of the State of Vermont.

4.10 PROMPT PAYMENT.

a. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. Chapter 102, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. This will apply whether or not the contract falls under the literal provisions of 9 V.S.A. Chapter 102.

Specifications for Contractor Services

In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract, payments shall be made within seven days from receipt of a corresponding progress payment by the Municipality to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes a violation of this contract.

Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the Agency's Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.

b. The requirements of Section 4.10a must be included in all subcontracts.

4.11 CHILD SUPPORT PAYMENTS: By signing the Contract the Contractor certifies, as of the date of signing the Agreement, that they are (a) not under an 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. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

4.12 TAX REQUIREMENTS: By signing the Agreement, the Contractor certifies, as required by law under 32 V.S.A., Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

4.13 ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Section 5: CONTRACTUAL AGREEMENTS

5.01 ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect

5.02 ADMINISTRATION REQUIREMENTS. By signing the contract the contractor agrees to comply with the following provisions and certifies that the contractor is in compliance with the

Specifications for Contractor Services

provisions of 49 CFR Part 18.36 – Procurement,(i)- Contract Provisions, with principal reference to the following:

(a) MUNICIPALITY’S OPTION TO TERMINATE. The contract may be terminated in accordance with the following provisions:

- (1) Breach of Contract: Administrative remedies - the Municipality may terminate the contract for breach of contract. Termination for breach of contract will be without further compensation to the contractor.
- (2) Termination for Cause: Upon written notice to the contractor, the Municipality may terminate the contract, as of the date specified in the written notice by the Municipality, if the contractor fails to complete the designated work to the satisfaction of the Municipality within the time schedule agreed upon. The contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of termination.
- (3) Termination for Convenience: The Municipality may, at any time prior to completion of services specified under the contract, terminate the contract by submitting written notice to a contractor fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so.

When a contract is terminated for the Municipality’s convenience, payment to the contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made.

When the Municipality terminates the contract for its convenience, the Municipality shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.

However, if a notice of termination for convenience is given to a contractor prior to completion of twenty (20) percent of the services provided for in the contract (as set forth in the approved Work Schedule and Progress Report) the contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to the date of the notice of termination that are in excess of the amount earned under the approved fees to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval.

The contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

- (4) Lack of Funding: If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the project, the contractor may not make a claim against the

Specifications for Contractor Services

Municipality in any form or forum for loss of anticipated profit.

(b) PROPRIETARY RIGHTS:

1. If a patentable discovery or invention results from work performed under the contract, all rights accruing from such discovery or invention shall be the sole property of the contractor. The State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
2. Publications: All data, EDM, valuable papers, photographs and any other documents produced under the terms of the contract shall become the property of the Municipality. The contractor agrees to allow access to all data, EDM, valuable papers, photographs, and other documents to the Municipality, the State or United States Government at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the Municipality.
3. Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM, photographs, and other material prepared or collected by the contractor, hereafter referred to as "instruments of professional service," shall become the property of the Municipality as they are prepared and/or developed during performance of the work of the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the Municipality.
4. The contractor shall surrender to the Municipality upon demand or submit for inspection at any time, any instruments of professional service that have been collected, undertaken or completed by the contractor pursuant to the contract. Upon completion of the work, these instruments of professional service will be appropriately endorsed by the contractor and turned over to the Municipality.
5. Data and publication rights to any instruments of professional services produced under the contract are reserved to the Municipality and shall not be copyrighted by the contractor at any time without written approval of the Municipality. No publication or publicity of the work, in part or in total, shall be made without the consent of the Municipality, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

Specifications for Contractor Services

6. Rights and Remedies Additional: The rights and remedies of the Municipality under this article are in addition to any other rights and remedies that the Municipality may possess by law or under this contract.
7. Decisions Final and Binding: Decisions of the Municipality on matters discussed in this article shall be final and binding.

5.03 PERSONNEL REQUIREMENTS AND CONDITIONS. The contractor shall employ only qualified personnel to supervise and perform the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the contract.

The contractor shall supply resumes for staff proposed to work on assignment(s) under contracts for review, and acceptance, or rejection, by the Municipality. This requirement may be waived if the proposed staff has worked on similar projects for the Municipality in the past. The Municipality retains the right to interview the proposed staff.

Except with the approval of the Municipality, during the life of the contract, the contractor shall not employ:

- (a) Personnel on the payroll of the State or the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the contract or any project that is the subject of the contract.
- (b) Any person so involved within one (1) year of termination of employment with the State or the Municipality.

The contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the contractor, to solicit or secure the contract, and that no company or person has been paid or has a contract with the contractor to be paid, other than a bonafide employee working solely for the contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warranty, the Municipality shall have the right to terminate the contract, without liability to the Municipality, and to retrieve all costs incurred by the Municipality in the performance of the contract.

The Municipality reserves the right to require removal of any person employed by a contractor from work related to the contract for misconduct, incompetence, or negligence, or who neglects or refuses to comply with the requirements of the contract. The decision of the Municipality, in the due and proper performance of its duties, shall be final and not subject to challenge or appeal beyond those described in Section 5.12.

5.04 No Employee Benefits For Contractor: The Contractor understands that the Municipality 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 Municipal employees, nor will the Municipality withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of signing of the Agreement. The Contractor understands that all tax returns required by the Internal Revenue Code

Specifications for Contractor Services

and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, 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.

5.05 ASSIGNMENTS, TRANSFERS AND SUBLETTING. The contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without prior written consent of the Municipality and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign, sublet or assign any portion of the work shall in no way relieve the contractor of responsibility for the performance of that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.

Any authorized subcontracts shall contain all of the same provisions specified for and attached to the original contract with the Municipality. The Municipality shall be provided copies of all signed subcontracts.

5.06 PERFORMANCE AND COMPLETION OF WORK. The contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.

With the exception of ongoing obligations (e.g., insurance, ownership of the work, and appearances) upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.

If, at any time during or after performance of the contract, the contractor discovers any design errors, change(s) in standards, work product, or other issues that warrant change(s), the contractor shall notify the Local Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

5.07 CONTINUING OBLIGATIONS. The contractor agrees that if, because of death(s) or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the Municipality may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) and/or key project personnel to be a loss of such magnitude that it would affect the contractor's ability to satisfactorily comply with the contract.

5.08 APPEARANCES.

- (a) Hearings and Conferences: The contractor shall provide professional services required by the Municipality that are necessary for furtherance of any work covered

Specifications for Contractor Services

under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its services provided under the contract.

The contractor shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate with the Municipality, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.

The contractor further agrees to participate in meetings with the Municipality, the State and applicable Federal Agencies, and any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

- (b) Appearance as Witness: If and when required by the Municipality, the contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the Municipality, any litigation or other legal proceeding concerning any relevant project or related contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

5.09 CHANGES AND AMENDMENTS. Extra work, additional services or changes may necessitate the need to amend the contract. Extra work, additional services or changes must be properly documented and approved by the Local Project Manager, or an authorized official delegated this responsibility, prior to initiating action of any extra work, additional services, or changes.

5.10 APPENDICES. The Municipality may attach to these specifications appendices containing various forms and typical sample sheets for guidance and assistance to the contractor in the performance of the work. It is understood that such forms and samples may be modified, altered, and augmented from time to time by the Municipality. It is the responsibility of the contractor to ensure that it has the latest versions applicable to the contract.

5.11 EXTENSION OF TIME. The contractor agrees to perform the work in a diligent and timely manner; no charges or claims for damages shall be made by the contractor for delays or hindrances from any cause whatsoever. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions may be granted only by amendment, and only for excusable delays such as delays beyond the control of the contractor and without the fault or negligence of the contractor.

The contractor may, with justification, request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if the Municipality determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.

Specifications for Contractor Services

The decision of the Municipality relative to granting an extension of time shall be final and binding.

5.12 RESOLUTION OF CONTRACT DISPUTES. The parties shall attempt to resolve any disputes that may arise under the contract by negotiation. Any dispute not resolved by negotiation shall be referred to the Local Project Manager for determination. If the contractor is aggrieved by the decision of the Local Project Manager, the contractor may file an appeal following the process described below.

- a. This Section sets forth the exclusive appeal remedies available with respect to this contract. The Contractor, by signing the contract, expressly recognizes the limitation on its rights to appeal contained herein, expressly waives all other rights and remedies and agrees that the decision on any appeal, as provided herein, shall be final and conclusive. These provisions are included in this contract expressly in consideration for such waiver and agreement by the Contractor.
- b. A Contractor may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Municipal Legislative Body. The notice of appeal shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of appeal the Contractor must file with the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The Contractor shall have the burden of proving its appeal by clear and convincing evidence.
- d. Failure to file a notice of appeal or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Municipal Legislative Body, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Municipal Legislative Body shall issue a written decision regarding the appeal after it receives the detailed statement of appeal. Such decision shall be final and conclusive.
- f. If the Municipal Legislative Body concludes that the Contractor's has established a basis for appeal, the Municipal Legislative Body will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the appeal. Such steps may include, without limitation, withdrawing or revising the decisions, or taking other appropriate actions.

5.13 EXCUSABLE FAILURE TO COMPLY WITH TIME SCHEDULE. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such

Specifications for Contractor Services

magnitude as to prevent the complete performance of the contract within two (2) years of the originally scheduled completion date, either party may by written notice request an extension of time or terminate the contract.

5.14 NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.

Neither the contractor nor the Municipality shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

5.15 NO GIFTS OR GRATUITIES: Contractor shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the Municipality or the State during the term of this Agreement.

5.16 ADDITIONAL ADMINISTRATIVE REQUIREMENTS:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Part 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. Section 276a to 267a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Sections 103 and 107 of the Contract Working Hours and Safety Standards Act (40 U.S.C. Section 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- (d) Exclusionary or Discriminatory Specifications. Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant of loan funds to support procurements utilizing exclusionary of discriminatory specifications.

Section 6: OPERATIONAL STANDARDS

6.01 RESPONSIBILITY FOR SUPERVISION. The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the contract.

6.02 WORK SCHEDULE AND PROGRESS REPORTS. Prior to initiating any work, the contractor shall work with the Municipality's Local Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date

Specifications for Contractor Services

and any interim submission date(s) in the contract. The Municipality will use this work schedule to monitor the contractor.

The contractor during the life of the contract shall make monthly progress reports, or as determined by the Local Project Manager, indicating the work achieved through the date of the report. The contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. The Municipality may require the contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by the Municipality.

6.03 UTILITIES. Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the Contractor shall consult with the VTrans' Utility Section and initiate contacts and/or discussions with the affected owner(s) regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The contractor shall inform the Municipality, in writing, of all contacts with utility facility owners, and the results thereof.

6.04 PUBLIC RELATIONS. Whenever it is necessary to perform work in the field (*e.g.*, with respect to reconnaissance, testing, construction inspection and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is need to enter upon private property to accomplish the work under the contract, the contractor shall inform property owners and/or tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum damage to the land and disturbance to the owner thereof. Upon request of the contractor, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the Municipality.

6.05 INSPECTION OF WORK. The Municipality, the State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting and auditing, and the contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing. The contractor shall permit the Municipality, the State, or representative(s) of the State and applicable federal agencies the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the contractor pursuant to the contract.

A conference, visit to a site, or inspection of the work may be held at the request of the contractor, the Municipality, the State, and appropriate federal agency(ies).

6.06 WRITTEN DELIVERABLES/REPORTS. Unless otherwise identified in the scope of work, written deliverables presented under terms of the contract shall be on 8.5" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project, if applicable, and publication date. The report shall have a table of contents and each page shall be numbered consecutively. Draft reports shall be clearly identified as such.

Specifications for Contractor Services

Section 7: PROJECT DEVELOPMENT AND STANDARDS

7.01 PLANS, RECORDS AND AVAILABLE DATA. At the request of the contractor, the Municipality will make available to the contractor, at no charge, all information and data related to the contract.

7.02 DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES. The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives and any other requirements related to the contract.

In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the Municipality.

7.03 ELECTRONIC DATA MEDIA. Contractors, subcontractors, and representative(s) thereof performing work related to the contract shall ensure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage. For those projects that are to be stored on the VTrans plan archival system the following shall apply:

- (a) CADD Requirements.

CADD requirements are available in “The Vermont Agency of Transportation CADD Standards and Procedure Manual” on the VTrans web page at <http://www.vtrans.vermont.gov> . VTrans has developed this manual to ensure that all electronic CADD files delivered to and taken from the Agency are in formats that can be utilized for engineering purposes without modification. VTrans will not accept or pay for any CADD files which do not adhere to the requirements specified in the CADD manual.

- (b) VTrans Web Page and File Transfer Protocol (FTP) Sites - Disclaimer.

The files located on the VTrans web page and FTP sites are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work being produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free. VTrans is not responsible in any way for costs or other consequences, whether direct or indirect, that may occur to the contractor or any subsequent users of the information due to errors that may or may not be detected.

- (c) Geographic Information System Requirements.

The contractor shall provide to the Municipality all spatially-referenced digital data developed for or used in a project. Such data shall conform to relevant standards and guidelines of the Vermont Geographic Information System with respect to digital media, data format, documentation, and in all other respects. Copies of the standards and guidelines can be obtained from the Vermont Center for Geographic

Specifications for Contractor Services

Information, Inc., 58 South Main Street, Suite 2, Waterbury, VT 05676; (802) 882-3000 or at www.VCGI.vermont.gov .

- (d) Data Specifications.
- (1) Data structures (databases, data files, and other electronic information) shall provide 4-digit date century recognition. Example: 2016 provides “date century recognition,” while ‘16 does not.
 - (2) All stored data shall contain date century recognition, including, but not limited to, data stored in databases and hardware/device internal system dates.
 - (3) Calculations and program logic shall accommodate both same century and multi-century formulas and data values. Calculations and program logic includes, but are not limited to, sort algorithms, calendar generations, event recognition, and all processing actions that use or produce data values.
 - (4) Interfaces to and from other systems or organizations shall prevent non-compliant dates and data from entering or exiting any State system.
 - (5) User interfaces (*i.e.*, screens, reports, and similar items) shall accurately show 4-digit years.
- (e) General Specifications.

To provide uniform and consistent integration with electronic data transfer, all data, other than specific applications previously mentioned, shall be in Microsoft’s Office format. The desktop suite includes word processing, spread sheets and presentations. All transmissions of e-mail must be in Rich Text (RTF) or Hyper Text Markup Language (HTML) format.

7.04 REVIEWS AND APPROVALS. All work prepared by the contractor, subcontractor(s), and representatives thereof pursuant to the contract shall be subject to review and approval by the Municipality. Approval for any work shall be documented in writing.

Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor’s expense.

The pertinent federal entity may independently review and comment on the contract deliverables. The contractor, through the Municipality, shall respond to all official comments regardless of their source. The contractor shall supply the Municipality with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

Specifications for Contractor Services

Section 8: PAYMENT FOR SERVICES RENDERED

8.01 PAYMENT PROCEDURES. The Municipality will pay the contractor, or the contractor's legal representative, progress payments monthly or as otherwise specified in the contract.

- (a) **General:** Payment generally will be determined by the percentage of work completed as documented by a progress report of such work. The total percentage of work billed shall be within ten (10) percent of the total percentage of work completed. The percentage of work completed is based on the actual contract work produced, as outlined in the monthly progress report.
- (b) **Hourly-Type Contracts:** For hourly type contracts, payments will be made based on documented hours worked and direct expenses encumbered, as allowed by the contract.
- (c) **Actual Costs and Fixed Fees:** When applicable for the type of payment specified in the contract, the progress report shall summarize actual costs and any earned portion of a fixed fee.
- (d) **Maximum Limiting Amount Cannot Be Exceeded:** The total amount invoiced for the contract and the total amount paid pursuant to the contract cannot exceed the contract's Maximum Limiting Amount.
- (e) **Invoices:** Invoices shall be submitted to the Municipality's Local Project Manager. The invoice must adhere to all terms of the contract. The "final invoice" shall be so labeled. All invoices must:
 - 1) Be originals signed by a company official and be accompanied by two copies, with documentation for the original and all copies.
 - 2) Indicate the appropriate project name, project number if applicable, and contract number. When applicable, invoices shall further be broken down in detail between projects.
 - 3) Be dated and list the period of performance for which payment is requested.
 - 4) Include a breakdown of direct labor hours by classification of labor, phases and tasks, if applicable. For reporting purposes, however, the amounts can be combined for phases that are paid from the same funding source.
 - 5) Not include overtime rates unless the Municipality's Local Project Manager provides prior written approval, if applicable. Information regarding overtime can be found in 48 CFR Ch. 1, Section 22.103.

Specifications for Contractor Services

- 6) Be accompanied by documentation to substantiate necessary charges. Documentation of all charges must accompany the original invoice and each copy.
- (f) Meals and Travel Expenses: When applicable for the type of payment specified in the contract, reimbursement of expenses for meals and travel shall be limited to the current, approved in-state rates as determined by the State's non-management bargaining unit labor contract, and need not be receipted. Current in-state expense reimbursement rates may be obtained from the Vermont Department of Human Resources.
- (g) Other Expenses: Expenses for the following items will be reimbursed at reasonable rates as determined by the Municipality. In all instances, receipts or bills indicating costs pertaining to the project identified, inclusive of any discounts given to the contractor, must be submitted.
1. Lodging.
 2. Telephone and fax.
 3. Printing and reproduction.
For printing and reproduction work performed within the contractor's firm, log sheets are sufficient if they clearly indicate the contract or project copies.
 4. Postage and shipping.
Contractor shall choose the most economical type of service (regular mail, overnight express, other) workable for the situation. The use of express mail or overnight delivery should be limited to those instances when such expenditures are warranted.

Reimbursement of all other expenses is subject to approval by the Municipality and all other reimbursement requests must include receipts or other documentation to substantiate the expenses. Except as otherwise provided in the contract, all requests for reimbursement of direct expenses must reflect actual costs inclusive of any discounts given to the contractor.

The contractor must attach any sub-contractor invoices, ensure that they adhere to the terms of the contract, and include all necessary receipts and other documentation. **Mark-up on subcontractor invoices is not allowed.**

- (h) Payment Is Not Acceptance: Approval given or payment made under the contract shall not be conclusive evidence of the performance of said contract, either wholly or in part. Payment shall not be construed to be acceptance of defective work or improper materials.
- (i) Payment for Adjusted Work: As adjustments are required for additions, deletions, or changes to the contract, payment for such work shall be in accordance with Subsection 8.02 - Payment for Additions, Deletions or Changes and/or any applicable fees set forth in amendment(s) to the contract.

Specifications for Contractor Services

- (j) If the contractor discovers error in a submitted invoice or payment, the contractor shall notify the Local Project Manager of the error prior to the submission of any additional invoices. The local project manager will provide direction on how the error is to be resolved.

8.02 PAYMENT FOR ADDITIONS, DELETIONS OR CHANGES: The Municipality may, upon written notice, require changes, additions or deletions to the work/contract. Whenever possible, any such adjustments shall be administered under the appropriate fee established in the contract based on the adjusted quantity of work.

The Municipality may, upon written notice, and without invalidating the contract, require changes resulting from revision or abandonment of work already satisfactorily performed by the contractor or changes in the scope of work.

If the value of such changes, additions or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time and/or expense to perform the work, the contract may be amended accordingly.

The contractor agrees to maintain complete and accurate records, in a form satisfactory to the Municipality, for any extra work or additional services in accordance with Subsection 6.05 - Inspection of Work. When extra work or additional services are ordered, the contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by the Municipality.

8.03 RELIANCE BY THE MUNICIPALITY ON REPRESENTATIONS: All payments by the Municipality under this Agreement will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

Section 9: AUDIT REQUIREMENTS

9.01 – AUDIT REQUIREMENTS. All Contractors shall provide information to verify the fiscal capacity of the firm and the acceptability of its accounting system to meet federal funds management requirements.

9.02 – INDIRECT COST CERTIFICATION. All contractors entering into a contract to provide engineering and/or design related services, regardless of amount, must have an audited indirect cost schedule and rate calculation completed according to a federally approved methodology.

9.03 RECORD AVAILABLE FOR AUDIT. The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the Municipality, the State

Specifications for Contractor Services

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. The Municipality, the State, 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.

Section 10: SECRETARY OF STATE

10.01 REGISTRATION WITH SECRETARY OF STATE. The contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the contractor:

- (a) Is a domestic or foreign corporation.
- (b) Is a resident co-partner or resident member of a co-partnership or association.
- (c) Is (are) a non-resident individual(s) doing business in Vermont in his/her (their) individual capacity(ies).
- (d) Is doing business in Vermont under any name other than the Contractor's own personal name.

This registration must be complete prior to contract preparation. Current registration must be maintained during the entire contract term.

Section 11: VERMONT STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES APPENDICES A and E

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part

Specifications for Contractor Services

21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252),

Specifications for Contractor Services

- (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

MUNICIPAL ASSISTANCE BUREAU
AT-THE-READY CONSULTANT SERVICES
FOR LOCALLY MANAGED PROJECTS
CONSULTANT SELECTION FORM

Name of Firm: _____

Project Name/Number: _____

Grant subrecipient: _____

Consultant contract amount for this project: _____

After reviewing the statements of qualifications of the consultants listed below, we have determined that the firm listed above is the best qualified to provide _____ services for the above referenced local federal-aid project.

The statements of qualifications of these firms were reviewed (three minimum required):

- 1. _____
- 2. _____
- 3. _____

Negotiations with the firm _____ were successful and the firm was selected.

OR

Negotiations with firm _____ were not successful and negotiations were undertaken with firm _____. Negotiations with this firm were successful.

Comments:

Reuben S MacMartin

Signature of Municipal Representative in Responsible Charge

Misha Gulha

Signature of Member of Consultant Selection Committee

[Signature]

Signature of Member of Consultant Selection Committee

MUNICIPAL ASSISTANCE BUREAU
CONFLICT OF INTEREST DISCLOSURE FORM
FOR LOCALLY MANAGED PROJECTS

Name of Firm: _____

Project Name/Number: _____

Project Sponsor: _____

After reviewing the conflict of interest information in the VTrans Municipal Assistance Bureau Local Projects Guidebook, the 23 CFR §1.33 and 2 CFR §200.318, I have determined that no real or potential conflicts of interest have been identified for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for the above local federal-aid project, including family members and personal interests of the above persons.



Signature of Consultant Representative in Responsible Charge

Signature of Municipal Representative in Responsible Charge
(Signature of Municipal Representative only indicates receipt of this form)

cc: AOT Project Supervisor

**MUNICIPAL ASSISTANCE BUREAU
CONSULTANT DEBARMENT AND NON-COLLUSION FORM
FOR LOCALLY MANAGED PROJECTS**

Name of Firm: _____

Project Name/Number: _____

Project Sponsor: _____

I certify that neither I, my firm or its principals have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive consultant selection in connection with this proposal for the above local federal-aid project.

I certify that neither I, my firm or its principals are presently suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; do not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and have not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.



Signature of Consultant Representative in Responsible Charge

cc: Municipal Representative in Responsible Charge
AOT Project Supervisor

Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, United States 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 such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder _____, proposed subcontractor _____, hereby certifies that he/she has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company	By	Title
---------	----	-------

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

RFP/PROJECT NAME & NUMBER:
DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

**Self Reporting
Form 1 of 2**

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY	
VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS	<input type="checkbox"/>

RFP/PROJECT:
DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

**Subcontractor Reporting Form
Form 2 of 2**

This form must be completed in its entirety by the Contractor and included in all requests to sublet or assign work as outlined in Section 108.01 of the Standard Specifications for Construction. This form must be updated as necessary and provided to the State as additional subcontractors are hired.

The Agency of Transportation in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires the contractor to comply with the following provisions and requirements:

The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Additionally, the Contractor shall collect and retain evidence of subcontractors' workers' compensation insurance, such as the ACORD insurance coverage summary sheet. Agency of Transportation will periodically verify the Contractors' compliance.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to:

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT# CVRPC_WQ_FY25**

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called “CCRPC”) and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called “Subgrantee”). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning Support. The Subgrantee’s Scope of Work is listed in Attachment A. The Subgrantee’s Budget is detailed in Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$17,860.
4. Agreement Term: The period of Subgrantee’s performance shall begin on July 15, 2024, and end on July 31, 2025. 90-day pre-award costs are NOT eligible for reimbursement
5. Source of Funds: State funds.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Subgrantee.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht	P: (802) 861-0133	E: dalbrecht@ccrpcvt.org
SUBGRANTEE: Brian Voigt	P: (802) 229-0389	E: voigt@cvregion.com

9. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C – Standard State Grant Provisions, revised December 7, 2023

Attachment D – CCRPC Additional Provisions

10. Flow Down: Attachments C and D contain Standard grant agreement language which refer specifically to CCRPC’s Grant with Vermont Agency of Natural Resources. All State and Federal requirements, if any, flow down to the Subgrantee regardless of specific applicability.

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

CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION

SUBGRANTEE

Signature: _____

Signature: _____

Name: Christopher A. Shaw

Name:

Title: CHAIR

Title:

Date: _____

Date: _____

Organization: **Central Vermont Regional Planning Commission**
 Contact person and email: Brian Voigt (voigt@cvregion.com)

SFY 2025 TBP Workplan Template
 Basins #'s covered, select all that apply:

Task Name	Primary Basin	Other basin(s)	Workplan Narrative - where applicable please include specific information for this task. Include description of "other costs"	Deliverable(s) (add specific deliverables if different than standard deliverable)	Language for report template using Concat function
1. Regional Coordination		8, 7, 9, 14	Participation in or facilitation of quarterly regional coordination meetings for the Central Vermont region(s) as well as collaboration on specific efforts with watershed planner and other partners.	DELIVERABLE: Check box for regional coordination meetings attended in quarterly report. Annual updates on TBP strategies addressed and proposed SFY 2024 workplans.	1. Regional Coordination BASIN(s):8 / 7, 9, 14 Participation in or facilitation of quarterly regional coordination meetings for the Central Vermont region(s) as well as collaboration on specific efforts with watershed planner and other partners. DELIVERABLE: Check box for regional coordination meetings attended in quarterly report. Annual updates on TBP strategies addressed and proposed SFY 2024 workplans. COST: \$2185
2. Regional Sector-Based Workgroup Coordination		8	<i>Include the specific Tactical Basin Plan strategy the workgroup will address and expected progress to achieve strategy. Fill in the blank: Participation in / facilitation of approx. # meetings of topic workgroup with _____ expected progress to achieve _____ strategy.</i> Organize, promote, host and document six Clean Water Advisory Committee meetings. Targeted outreach to key partners will be conducted in advance of each of the meetings. Meetings topics include: 1) FEMA map updates / Flood Hazard River Corridor Bylaws (B8 - Strategy 31); 2) Wetlands Mapping & Reclassification (B8 - Strategies 41, 42, 43, 44); 3) Municipal Wastewater Assistance & Workshops (B8 - Strategies 19, 20, 21); 4) Forest Rd. Inventories / Town Forest management (B8 - Strategies 45, 46, 48). Participate in VT Dam Taskforce meetings hosted by VNRC (B8 - Strategy 28)	DELIVERABLE: Note workgroup or standing committee (e.g. CWAC, NR) meeting dates and key outcomes as part of quarterly reports.	2. Regional Sector-Based Workgroup Coordination BASIN(s):8 / Include the specific Tactical Basin Plan strategy the workgroup will address and expected progress to achieve strategy. Fill in the blank: Participation in / facilitation of approx. # meetings of topic workgroup with _____ expected progress to achieve _____ strategy. Organize, promote, host and document six Clean Water Advisory Committee meetings. Targeted outreach to key partners will be conducted in advance of each of the meetings. Meetings topics include: 1) FEMA map updates / Flood Hazard River Corridor Bylaws (B8 - Strategy 31); 2) Wetlands Mapping & Reclassification (B8 - Strategies 41, 42, 43, 44); 3) Municipal Wastewater Assistance & Workshops (B8 - Strategies 19, 20, 21); 4) Forest Rd. Inventories / Town Forest management (B8 - Strategies 45, 46, 48). Participate in VT Dam Taskforce meetings hosted by VNRC (B8 - Strategy 28) DELIVERABLE: Note workgroup or standing committee (e.g. CWAC, NR) meeting dates and key outcomes as part of quarterly reports. COST: \$3040
3. Outreach and Technical Assistance		8	<i>Include a description of the work to be done, the specific Tactical Basin Plan strategy the outreach or technical assistance will address and expected progress to achieve strategy.</i> Offer technical assistance to Selectboards regarding 3-acre municipal parcels (Basin 8 - Strategy 13), Municipal Roads General Permit and Road Erosion Inventory updates (Basin 8 - Strategy 17). (15 hours) Coordinate a municipal Wastewater Workshop in the Mad River Valley (B8 - Strategies 20, 21). (6 hours) Support Lake Wise Assessments and the development of Lake Watershed Action Plans in the towns of Calais and Woodbury (B8 - Strategies 36, 37). (6 hours) Assist with outreach to municipalities in the central Vermont region alerting zoning administrators to the availability of updated wetlands data (B8 - Strategies 42, 43). (6 hours) Assist the Basin Planner and regional partners with identifying process-based restoration and culvert replacement projects to restore fluvial processes and AOP using the FFI and WPD (B8 - Strategies 26, 27). (20 hours).	DELIVERABLE: Completed outreach Form for public education events. Note date of education event and provide summary of technical assistance and outreach activities and results in quarterly reports.	3. Outreach and Technical Assistance BASIN(s):8 / Include a description of the work to be done, the specific Tactical Basin Plan strategy the outreach or technical assistance will address and expected progress to achieve strategy. Offer technical assistance to Selectboards regarding 3-acre municipal parcels (Basin 8 - Strategy 13), Municipal Roads General Permit and Road Erosion Inventory updates (Basin 8 - Strategy 17). (15 hours) Coordinate a municipal Wastewater Workshop in the Mad River Valley (B8 - Strategies 20, 21). (6 hours) Support Lake Wise Assessments and the development of Lake Watershed Action Plans in the towns of Calais and Woodbury (B8 - Strategies 36, 37). (6 hours) Assist with outreach to municipalities in the central Vermont region alerting zoning administrators to the availability of updated wetlands data (B8 - Strategies 42, 43). (6 hours) Assist the Basin Planner and regional partners with identifying process-based restoration and culvert replacement projects to restore fluvial processes and AOP using the FFI and WPD (B8 - Strategies 26, 27). (20 hours) DELIVERABLE: Completed outreach nForm for public education events. Note date of education event and provide summary of technical assistance and outreach activities and results in quarterly reports. COST: \$5035
4. Municipal Plan/ Bylaw Updates		8	<i>Include the target towns for bylaw outreach or how these will be identified in the future, and a description of approach to providing outreach.</i> Conduct outreach to municipalities that have not adopted River Corridor Bylaws, including: Barre City, Barre Town, Calais, Duxbury, Marshfield, Moretown, Washington, Waterbury and Williamstown. (23 hours) Offer technical assistance to Planning Commissions and Zoning Administrators regarding FEMA map and bylaw updates, river corridor planning, and DEC Rivers Program no adverse impact model bylaw (B8 - Strategy 31). (27 hours)	DELIVERABLE: Report on outcomes from outreach to municipalities for plan updates and Bylaw revisions including towns that strengthen NFIP or adopt River Corridor bylaws as part of quarterly reports.	4. Municipal Plan/ Bylaw Updates BASIN(s):8 / Include the target towns for bylaw outreach or how these will be identified in the future, and a description of approach to providing outreach. Conduct outreach to municipalities that have not adopted River Corridor Bylaws, including: Barre City, Barre Town, Calais, Duxbury, Marshfield, Moretown, Washington, Waterbury and Williamstown. (23 hours) Offer technical assistance to Planning Commissions and Zoning Administrators regarding FEMA map and bylaw updates, river corridor planning, and DEC Rivers Program no adverse impact model bylaw (B8 - Strategy 31). (27 hours) DELIVERABLE: Report on outcomes from outreach to municipalities for plan updates and Bylaw revisions including towns that strengthen NFIP or adopt River Corridor bylaws as part of quarterly reports. COST: \$4750
5. Monitoring & Assessment		n/a	n/a - but we're open to ideas about how CVRPC can contribute	DELIVERABLE: Outcomes from water quality monitoring support as part of quarterly reports.	5. Monitoring & Assessment BASIN(s): / n/a - but we're open to ideas about how CVRPC can contribute DELIVERABLE: Outcomes from water quality monitoring support as part of quarterly reports. COST: \$0
6. Tactical Basin Plan Development		9, 7, 14	Support TPB development by (Select and edit the following): - data summarization related to ____ topic(s) - facilitating or participating in partner discussions related to ____ sector(s) - facilitation of input gathering from ____ stakeholders - providing or reviewing TBP content for ____ sectors - Hosting or participating in TBP public meetings. Participate in partner discussions regarding natural resources protection and restoration in Basin 9. Attend public meetings during the plan adoption process. Review the Tactical Basin Plan for conformance with the Central Vermont Regional Plan.	DELIVERABLE: Grantees will report on outcomes from Tactical Basin Planning support including content provided, outreach done, and/or meetings facilitated or supported as part of quarterly reports. Coordinate with Basin planner to be sure that an nForm is completed for any TBP-related public meetings.	6. Tactical Basin Plan Development BASIN(s):9 / 7, 14 Support TPB development by (select and edit the following): - data summarization related to ____ topic(s) - facilitating or participating in partner discussions related to ____ sector(s) - facilitation of input gathering from ____ stakeholders - providing or reviewing TBP content for ____ sectors - Hosting or participating in TBP public meetings. Participate in partner discussions regarding natural resources protection and restoration in Basin 9. Attend public meetings during the plan adoption process. Review the Tactical Basin Plan for conformance with the Central Vermont Regional Plan. DELIVERABLE: Grantees will report on outcomes from Tactical Basin Planning support including content provided, outreach done, and/or meetings facilitated or supported as part of quarterly reports. Coordinate with Basin planner to be sure that an nForm is completed for any TBP-related public meetings. COST: \$1425
7. Act 76 Participation		n/a	n/a	DELIVERABLE: Grantees will check box for BWQC meetings and list trainings attended in quarterly reports.	7. Act 76 Participation BASIN(s): / n/a DELIVERABLE: Grantees will check box for BWQC meetings and list trainings attended in quarterly reports. COST: \$0
8. Water Quality Trainings		8	Participation in DEC, LCBP or UVM Sea Grant sponsored water quality focused trainings, information sessions, or workshops. Requests above core funding should include specific trainings planned or a demonstration of the need for several staff to attend trainings. Participate in VT Agricultural Water Quality Partnership conservation webinar trainings (B8 - Strategy 8) and other training opportunities as they become available.	DELIVERABLE: Grantees will list trainings attended in quarterly reports.	8. Water Quality Trainings BASIN(s):8 / Participation in DEC, LCBP or UVM Sea Grant sponsored water quality focused trainings, information sessions, or workshops. Requests above core funding should include specific trainings planned or a demonstration of the need for several staff to attend trainings. Participate in VT Agricultural Water Quality Partnership conservation webinar trainings (B8 - Strategy 8) and other training opportunities as they become available. DELIVERABLE: Grantees will list trainings attended in quarterly reports. COST: \$475
9. CWIP Sign Hosting (RPC)		8, 7, 9, 14	Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan.	DELIVERABLE: Clean Water Project Signs Online Tracking Spreadsheet.	9. CWIP Sign Hosting (RPC) BASIN(s):8 / 7, 9, 14 Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan. DELIVERABLE: Clean Water Project Signs Online Tracking Spreadsheet. COST: \$190
10. Program Reporting		8	Provide a quarterly report using ANR reporting template within a month of quarter's end date to Watershed Planners and applicable master agreement grantee. In addition to a summary of task outcomes, report will include any proposed changes to the workplan.	DELIVERABLE: Quarterly reports	10. Program Reporting BASIN(s):8 / Provide a quarterly report using ANR reporting template within a month of quarter's end date to Watershed Planners and applicable master agreement grantee. In addition to a summary of task outcomes, report will include any proposed changes to the workplan. DELIVERABLE: Quarterly reports COST: \$760
Total Cost					

Attachment B

Payment Provisions

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

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B **a maximum fee not to exceed Seventeen Thousand Eight Hundred and Sixty dollars (\$17,860)**. All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-contractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.
- The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.
- All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Agreement is subject to the availability of funds. Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical. ***Payment must be requested using an invoice showing name of project, period in which work is performed, amount billed to date, and balance by task.***

All invoices (electronically via PDF is preferred) should be submitted to:

Name: Dan Albrecht, Natural Resources Program Manager
& Forest Cohen, Business Director

Address: Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404-2109

E-mail: dalbrecht@ccrpcvt.org & fcohen@ccrpcvt.org

Additionally, the following nine (9) provisions are applicable:

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will invoice the CCRPC not more frequently than monthly. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.
2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the subgrantee's final report by CCRPC and the State.
5. If you are required to have an audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.
6. The SUBGRANTEE shall:
 - Maintain a copy of all receipts on file for review upon request by CCRPC or the State,
 - Include a copy of all receipts for direct costs requested for reimbursement.
 - Other:
7. Up to 90 days of pre-award costs are NOT allowable under this agreement.
8. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
9. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED DECEMBER 7, 2023**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an 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. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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 CCRPC Additional Provisions

1. **Communicating & Acknowledging Funding Support:** The SUBGRANTEE shall not refer to the State or to the CCRPC 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 and/or the CCRPC.
2. **Self-Certification:** All invoices must be signed by an official who can legally bind the SUBGRANTEE and includes the following certification of expense clause: *“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*
3. **Cost of Materials:** SUBGRANTEE will not buy materials and resell to the CCRPC at a profit.
4. **Work Product Ownership:** Upon full payment by the CCRPC all products of the SUBGRANTEE’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the CCRPC and may be used for public purposes but may not be copyrighted or resold by SUBGRANTEE.
5. **Prior Approval/Review of Releases:** N/A
6. **Ownership of Equipment:** Any equipment purchased by or furnished to the SUBGRANTEE by the CCRPC under this Agreement is provided on a loan basis only and remains the property of the CCRPC.
7. **SUBGRANTEE’s Liens:** SUBGRANTEE will discharge any and all contractors’ or mechanics’ liens imposed on property of the CCRPC through the actions of subcontractors.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110-NDA-CVRPC-01		² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: Regional Planning Funds - Neighborhood Development Area Planning					
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$10,000.00		⁶ Total Award Amount: \$10,000.00	
⁷ Award Start Date: 07/01/2024		⁸ Award End Date: 06/30/2025		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission (CVRPC)			
¹² Grantee Address: 29 Main Street, Suite 4					
¹³ City: Montpelier			¹⁴ State: VT	¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Housing and Community Development				¹⁷ Business Unit: 07110	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0.00		Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: L97JQHE86VX3		²² Indirect Rate: 0.00 % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6		²⁵ R&D: <input type="checkbox"/>			
²⁶ Entity Identifier [UEI] Name <i>(if different than VISION Vendor Name in Box 11)</i> :					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund	\$0.00	\$10,000.00	\$10,000.00	Regional Planning Funds - NDA Grant
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$10,000.00	\$10,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Jennifer Lavoie	NAME: CHRISTIAN MEYER
TITLE: Contract and Grants Administrator	TITLE: EXECUTIVE DIRECTOR
PHONE: (802) 828-1948	PHONE: (802) 388-3141
EMAIL: jennifer.lavoie@vermont.gov	EMAIL: MEYER@CVREGION.COM

1. **Parties:** This is a Grant Agreement between the State of Vermont’s **Agency of Commerce and Community Development** (“Agency”), **Department of Housing and Community Development** (“DHCD,” and collectively with ACCD referred to herein as “State”), and the **Central Vermont Regional Planning Commission (CVRPC)** with principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont, 05602** (“RPC” and collectively with State referred to herein as “Parties”). It is the RPC’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306(b) and Act 78 (H.494 2022 Session) (Appropriations).
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of **12** pages including the following attachments which are incorporated herein:
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts & Grants (12/7/23)
 - Appendix D – Other Grant Agreement Provisions

By signing this Grant Agreement, the duly authorized signatory of the RPC represents that the RPC has and will comply with all relevant criteria related to use of the Funds.

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

By the State of Vermont:

By the RPC:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Alex Farrell

Name: Christian Meyer

Title: Commissioner

Title: Executive Director

Agency: Department of Housing and Community Development

ATTACHMENT A – SCOPE OF WORK

1. **Authority:** Vermont Act 78 of 2022, allocated funding to the Department of Housing and Community Development to provide technical consulting assistance to municipalities to meet requirements to apply for Neighborhood Development Area designation. The State issues a grant award in the maximum sum of **\$5,000** for each municipality that will receive this assistance, in the CVRPC region the towns included are: **Moretown** and **Northfield**, for a grant total of **\$10,000.00**, and is served to the Grantee for use in accordance with the purpose and goals herein, as well as the scope of work and deliverables specifically described in this Attachment A.
2. **Project Objectives:** This project is funded through a Municipal and Regional Planning Fund allocation to provide regional planning commission technical assistance to municipalities interested in a new Neighborhood Development Area (NDA) The assistance would help cities and towns determine readiness to apply and identify necessary updates or prepare a draft application, support pre-application review, and support the final application process using a pilot on-demand model over a 12-month period. Preparing necessary municipal plan, ordinance, or bylaw amendments to support the NDA readiness to apply is not a project objective or eligible activity. Preparing amendments to existing NDAs is not a project objective or eligible activity. Although this project is not directly related to prospective Designation 2050 reforms and would continue to support the existing program in the near-term, it pilots a new, state-regional partnership for designation-related technical assistance delivery.
3. **Project Scope of Work:** The grantee shall proceed with the project as follows for each pre-identified municipality to be served in the region:
 - 3.1 Conduct a review to determine municipal readiness to apply for an NDA by preparing a draft application, maps, and potential boundaries to evaluate compliance with the application requirements; and
 - 3.2 If the draft application appears to meet the program requirements, schedule a pre-application meeting with the Department and the municipality; and prepare any necessary revisions requested by the Department; and
 - 3.3 If the draft application cannot meet program requirements, identify necessary updates to the municipal planning framework with any necessary and targeted bylaw amendments in markup format and issue a memo to municipal officials; or
 - 3.4 If deemed ready to proceed with a final application, prepare a final application for Downtown Board consideration and conduct any needed coordination with municipal officials to finalize the application.
4. **Project Reporting:** The Grantee shall submit one progress report halfway through the grant term and submit their final closeout report no later than 30-days after the grant end date.
 - 4.1 The progress report shall include: a narrative of status per municipality, and progress on proposed deliverables; and a financial budget report indicating funds spent to date.
 - 4.2 Closeout report contents shall include: final project narrative for all municipalities served; financial budget report showing all funds have been expended, copies of all

deliverables defined in the budget of Attachment B, and listed in Attachment A.

5. **Project Deliverables:** At closeout, Grantee shall submit the following deliverables with their final project report.

- 5.1 A summary of participating municipalities, readiness reviews completed, draft applications completed, required updates to municipal officials issued, DHCD pre-application meetings held, preparation of final applications, and applications submitted.

(End of Attachment A)

ATTACHMENT B – PAYMENT PROVISIONS

1. **Authority:** Pursuant to Vermont Act 78 of 2022 the State awards Funds in the amount of **\$10,000.00 (\$5,000 Moretown, and \$5,000 Northfield)** to the Grantee for use in accordance with the purpose and goals herein between July 1, 2024, and through June 30, 2025.
2. **Grant Award:** The maximum dollar amount payable under this grant is not to exceed **\$20,000.00**. The State shall reimburse Grantee for all allocable and allowable expenditures incurred to support activities as outlined in Attachment A – Scope of Work.
3. **Payment of Funds:** The project is a deliverable based reimbursement grant program. Grantee will submit one progress report halfway through the grant term. Requisitions for reimbursement with 50% (**\$5,000.00**) paid on grant execution, 40% (**\$4,000.00**) on submittal and approval of the mid-term progress report, and the remaining 10% (**\$1,000.00**) paid on successful grant closeout.
4. **Invoicing:** Grantee shall submit invoices to the State in accordance with the schedule set forth in this Attachment B.

4.1 All invoices submitted by the Grantee must include the grant number, invoice number, and identify the total amount requested.

4.2 Grantee shall submit invoices electronically to Jennifer.lavoie@vermont.gov.

Milestone for Reimbursement	Frequency	Percentage of Total Grant Award
<i>Payment 1:</i> May be paid upon grant execution, and receipt of an invoice.	Once	50%
<i>Payment 2:</i> May be paid upon submittal and approval of the mid-term progress report, and receipt of an invoice.	Once	40%
<i>Retainage Payment (25%):</i> Will be held pending the Grantee’s completion of the work required under this Grant Agreement, and after submission and approval of the final closeout report, deliverables, and an invoice. (Due 30 days after grant term is completed)	Once	10%
Total:		100%

5. **Budget:** Grantee shall adhere to the itemized program budget of allowable and reasonable costs. Budget line items may be adjusted with written communication and approval from the State.

Item Description	Total Cost
Pre-Application Review & Possible Boundaries	\$3,000
Department Pre-App. Meeting	\$3,000
Necessary Bylaw Changes or Final Application	\$4,000
Total	\$10,000

6. **Accounting:** The grantee shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make available to the State upon request. Upon request of the State, Grantee will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.
7. **Breach/Recapture of Grant Funds/Termination of Agreement:** If Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.
8. **Loss of Good Standing with Department of Taxes/Suspension of Agreement:** The State may withhold payment from the Subrecipient/Grantee if the Subrecipient/Grantee is not in good standing with taxes due the State and may condition payment upon receipt of a new signed certification under the pains and penalties of perjury that as of the date the new certification is signed, the Subrecipient/Grantee 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. If the Subrecipient/Grantee fails to make the updated certification of good standing before the expiration date of the Grant Agreement, the Subrecipient/Grantee shall forfeit the amount requested and the State shall retain the same.
9. **Custodian of Executed Agreement.** The State shall maintain the fully executed original of this Agreement.

(END OF ATTACHMENT B)

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED DECEMBER 7, 2023**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an 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. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Copyright:** Any material produced in whole or in part under this Agreement may be subject to copyright by Grantee. However, Grantee grants the Agency, its Departments, Divisions, agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this Agreement, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law.
2. **Press and Public Communication:** If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is partially funded by a Grant awarded by the Department of Housing and Community Development.
3. **Final Documents:** All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.