

Contract Index for Executive Committee Meeting – 12/02/2024

PAGE

2 [Department of Environmental Conservation – Upper Winooski Stormwater Mitigation Projects Amendment #2](#)

22 [Agency of Transportation – FFY2024 TPI Work Program](#)

56 [Stone Environmental – Phase II Environmental Assessment](#)

71 [Lamoille County Conservation District – Project Development in the Upper Little River Watershed \(2023-12.01\)](#)

76 [Vermont Land Trust – Implementation of the John Fowler Road Berm Removal – Marshfield, VT \(2023-13.03\)](#)

91 [Vermont Emergency Management – Hazard Mitigation Grant Program Application Municipal Support](#)

96 [Two Rivers Ottauquechee Regional Commission – Municipal Technical Assistance Program sub-agreement Amendment #2](#)

97 [Town of Warren – Local Hazard Mitigation Plan](#)

105 [Fitzgerald Environmental Associates, LLC – Project Development in Berlin \(2024-04.01\)](#)

Contract #44865
Amendment # 2

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation (hereinafter the "State") and the Central Vermont Regional Planning Commission, with a principal place of business at 29 Main Street #4, Montpelier, Vermont 05602 (hereinafter the "Contractor") that the contract between them (Contract # 44865) originally dated as of December 7, 2022 and as amended on December 5, 2023 (hereinafter the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 6, 2024, to August 31, 2025. The Contract Term may be further renewed for one additional three year period at the discretion of the State.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

The section "Purpose" in Attachment A is amended by the addition of the following requirements:

Replace:

The purpose of this project is to reduce phosphorus and sediment transport to the Kingsbury Branch of the Winooski River by capturing sediment and decreasing the amount of stormwater discharging to an eroding gully, as well as minimize operation and maintenance needs of the project. The final designs and reports: 1) Calais Stormwater Mitigation Final Design by SLR International Corp, dated August 2021 and 2) Woodbury Stormwater Mitigation Final Design Elementary School by Dubois and King, dated September 2021 must be followed to implement these projects. The project will manage stormwater runoff from impervious surfaces at the Woodbury School, East Calais Post Office, and Moscow Woods Road, and stabilize a gully below the Moscow Woods Road using bioengineering techniques. The project is divided into three parts: Part A – Woodbury School stormwater management project, Part B – East Calais Post Office, and Part C – the Moscow Woods Road gully. The following tasks will be completed for each part of the project, either together or separately.

With:

The purpose of this project is to reduce phosphorus and sediment transport to the Kingsbury Branch of the Winooski River by capturing sediment and decreasing the amount of stormwater discharging to an eroding gully, as well as minimize operation and maintenance needs of the project. The final design and report titled Calais Stormwater Mitigation Final Design by SLR International Corp, dated August 2021 with any DEC approved changes must be followed to implement these projects.

The project will manage stormwater runoff from impervious surfaces at the East Calais Post Office and Moscow Woods Road and stabilize a gully below the Moscow Woods Road using bioengineering techniques. The project is divided into two parts: Part A – East Calais Post Office, and Part B – the Moscow Woods Road gully. The following tasks will be completed for each part of the project, either together or separately.

The section "Task 1: Project Startup" in Attachment A is amended by the addition of the following requirements.

Replace:

Contract #44865
Amendment # 2

Task 1: Project Startup

The Contractor will procure a design engineer and hold a kickoff meeting.

Task 1.a: Hire Design Engineer

If the final design requires any alterations/modifications before implementation, a design engineer(s) with experience in stormwater treatment construction implementation (i.e., bid document development, permitting, and construction oversight) will be hired. The Contractor will require that the hired design engineer(s) have qualifications and experience in stormwater treatment, stream channel stabilization, and bio-engineering techniques including implementation on both private and public lands.

Task 1.b: Kickoff Meeting

The Contractor will contract with their sub-contracted design engineer(s) and initiate kickoff meetings with the design engineer(s) and relevant stakeholders, including but not limited to the Town of Calais, Woodbury Selectboard, private landowners, and the DEC as appropriate for each Part. If at the start of the project COVID-19 guidelines inhibit meeting in person, meetings will take place virtually via the Contractor's virtual meeting platform.

Task 1.c: Permitting

The Contractor (possibly through the design engineer(s) or landowner(s)) will be expected to obtain the following permits, and the Contractor will ensure final permits are included among deliverables to the State:

- A Stormwater Construction General Permit (3-9020) from VT DEC for the East Calais Post Office project, which is expected to qualify for the Low-Risk Construction activity category. The project disturbance area is 1.0 acre and will need a permit.
- Town conditional use site plan permit.
- Other permits as required/needed.

The Contractor will provide the DEC with a report outlining any proposed changes to the designs for: 1) Calais Stormwater Mitigation Final Design by SLR International Corp, dated August 2021 and 2) Woodbury Stormwater Mitigation Final Design Elementary School by Dubois and King, dated September 2021 based on the outcomes of tasks 1b and 1c.

With:

Task 1: Project Setup

The Contractor will procure a design engineer and hold a kickoff meeting.

Task 1.a: Hire Design Engineer

A design engineer(s) with experience in stormwater treatment construction implementation (i.e., bid document development, permitting, and construction oversight) will be hired. The Contractor will require that the hired design engineer(s) have qualifications and experience in stormwater treatment, stream channel stabilization, and bio-engineering techniques including implementation on both private and public lands.

Task 1.b: Project Kickoff Meeting

The Contractor will contract with their sub-contracted design engineer(s) and initiate kickoff meetings with the design engineer(s) and relevant stakeholders, including, but not limited to, the Town of Calais, private landowners, and the DEC as appropriate for each Part. Meetings may be held in-person or take place virtually via the Contractor's virtual meeting platform.

Task 1.c: Review and Update Final Designs

The Contractor will ensure that all relevant and necessary input and approval from Part-specific stakeholders are included in the final design plans and O&M Plan and Agreement. Collectively,

Contract #44865
Amendment # 2

stakeholders for the Parts include, but are not limited to, the Town of Calais, private landowners, and the DEC. Once the design plans are final, the Contractor will submit them to the State for their review and approval.

The section “Task 2: Bid Phase” in Attachment A is amended by the addition of the following requirements.

Replace:

Task 2: Bid Phase

The Bid Phase for the project will entail establishing required documents for construction and post construction and hiring a construction subcontractor for each Part. The construction subcontractor need not be the same entity for each Part.

Task 2.a: Operations and Maintenance Plan and Agreement

Before bidding this work, the Contractor will work with the appropriate Town and the landowners to develop and execute an Operations and Maintenance (O&M) Plan and Agreement using the DEC template.¹

Task 2.b: Review and Update Final Designs

The Contractor will ensure that all relevant and necessary input and approval from Part-specific stakeholders are included in the final design plans and O&M Plan and Agreement. Collectively, stakeholders for the Parts include, but are not limited to, the Town of Calais, Woodbury Selectboard, private landowners, and the DEC. Once the design plans are final, the Contractor will submit them to the State for their review and approval.

Task 2.c: Bid Documents

Once all stakeholders are in agreement with the final designs and the O&M Plan and Agreement, the Contractor will initiate the bid phase process. The Contractor will ensure the bid documents are developed to the specifications of the final design plans and contract requirements. The Contractor will provide the final bid documents to the State for review and approval.

Task 2.d: Hire Construction Contractor

Upon completion, and Contractor approval, of the bid documents, the bid will be advertised with a pre-bid site visit requirement. The advertisement and construction procurement will follow the Contractor’s procurement procedures which include efforts to encourage participation in Minority/Women’s Business Enterprises (MBE/WBE). Contractor shall use Attachment F to document their efforts and results and submit this form back to the State.

As part of the effort to procure MBE/WBE businesses and comply with federal and State contracting requirements, all contracts will include an Equal Opportunity Employment clause. The Contractor will follow their own procurement policy and shall also ensure that Davis Bacon and State Fair Wage requirements are followed.

A sealed bid process will be conducted with bids to be opened at a predetermined location. Following the bid opening, the Contractor, and the Town of Calais or the Woodbury Selectboard will convene to select the best construction firm for the project based on cost and qualifications. The Contractor will issue a notice of award to the selected construction firm. A contract with the construction firm will be

¹ The DEC Operation and Maintenance (O&M) Plan and Agreement is a required form for implementation projects receiving Clean Water Initiative Program and Lake Champlain Basin Program funds. The DEC O&M Plan and Agreement templates are available at: <https://dec.vermont.gov/water-investment/cwi/grants/resources>.

Contract #44865
Amendment # 2

completed ensuring DEC and Environmental Protection Agency (EPA) contracting requirements for the project are included.

With:

Task 2: Operations and Maintenance Plan and Agreement

The Operations and Maintenance Plan and Agreement Phase for the project will entail establishing required documents for an operations and maintenance plan and agreement for the upkeep practices.

Task 2.a: Operations and Maintenance Plan and Agreement

Before bidding this work, the Contractor will work with the appropriate Town and the landowners to develop and execute an Operations and Maintenance (O&M) Plan and Agreement using the DEC template.²

The section “Task 3: Construction Phase” in Attachment A is amended by the addition of the following requirements.

Replace:

Task 3: Construction Phase

Once contracting with the construction firm is complete, the Contractor will schedule a pre-construction meeting with the design engineer, the construction contractor, and the landowners to work out the construction schedule and logistics. The Contractor will ensure that the construction contractor adheres to the proposed schedule for construction to be completed within the time frame of the contract with site visit check ins at 25% and 75% construction completion. For the Performance Measure 3 deliverable, “Progress report at 25% of construction completion,” please inform DEC if the project is on track for completion by the contract end date. During construction, the construction contractor will be expected to layout the project using conventional survey equipment to ensure that elevation specifications on the design plans are met. The Contractor will require signed approval from the design engineer of any payment requisitions from the construction firm before issuing payment. Any changes or deviations from the construction plans will be required to be approved by design engineer and communicated to the Contractor. During and at the conclusion of construction, the Contractor will require the design engineer to conduct inspections including a final inspection to ensure the construction was completed per specifications in the final design

With:

Task 3: Permitting and Construction Contractor Hiring

The Permitting and Construction Contractor Hiring for the project will entail applying for required permits, establishing required documents for construction and post construction, and hiring a construction subcontractor for each Part. The construction subcontractor need not be the same entity for each Part.

Task 3.a: Permitting

² The DEC Operation and Maintenance (O&M) Plan and Agreement is a required form for implementation projects receiving Clean Water Initiative Program and Lake Champlain Basin Program funds. The DEC O&M Plan and Agreement templates are available at: <https://dec.vermont.gov/water-investment/cwi/grants/resources>.

Contract #44865
Amendment # 2

The Contractor (possibly through the design engineer(s) or landowner(s)) will be expected to obtain the following permits, and the Contractor will ensure final permits are included among deliverables to the State:

- A Stormwater Construction General Permit (3-9020) from VT DEC for the East Calais Post Office project, which is expected to qualify for the Low-Risk Construction activity category. The project disturbance area is 1.0 acre and will need a permit.
- Town conditional use site plan permit
- Other permits as required/needed

The Contractor will provide the DEC with a report outlining any proposed changes to the design for the Calais Stormwater Mitigation Final Design by SLR International Corp, dated August 2021 based on the outcomes of reviewing and updating the final design and the permitting process.

Task 3.b: Bid Documents

Once all stakeholders agree with the final designs the Contractor will initiate the bid phase process. The Contractor will ensure the bid documents are developed to the specifications of the final design plans and contract requirements. The Contractor will provide the final bid documents to the State for review and approval.

Task 3.c: Hire Construction Contractor

Upon completion, and Contractor approval, of the bid documents, the bid will be advertised with a pre-bid site visit requirement. The advertisement and construction procurement will follow the Contractor's procurement procedures which include efforts to encourage participation in Minority/Women's Business Enterprises (MBE/WBE). The ~~eontractor~~-Contractor shall use Attachment F to document their efforts and results and submit this form back to the State.

As part of the effort to procure MBE/WBE businesses and comply with Federal and State contracting requirements, all contracts will include an Equal Opportunity Employment clause. The Contractor will follow their own procurement policy and shall also ensure that Davis Bacon and State Fair Wage requirements are followed.

A sealed bid process will be conducted with bids to be opened at a predetermined location. Following the bid opening, the Contractor and the Town of Calais will convene to select the best construction firm for the project based on cost and qualifications. The Contractor will issue a notice of award to the selected construction firm. A contract with the construction firm will be completed ensuring DEC and Environmental Protection Agency (EPA) contracting requirements for the project are included.

The section "Task 4: Final Reporting" in Attachment A is amended by the addition of the following requirements.

Replace:

Task 4: Final Reporting

The Contractor will complete the final report using the DEC CWIP's Final Performance Reporting Template and the Stormwater BMP Reporting Template and include the as built design and inspection report. The calculated total Phosphorus (P) load reduction will be achieved using DEC's latest P accounting methods, which includes the metrics needed to calculate total P load reduction. The required metrics should be incorporated into the Final Report. Before starting the final reporting process, the Contractor will reach out to the DEC to obtain updated templates for the Stormwater BMP Report and Final Performance Report. Any additional data required in a revised template

Contract #44865
Amendment # 2

beyond what is expected in the current version will be limited to existing data relating to the project held by the Contractor or subcontractors. In the final report, the Contractor will summarize the following outputs achieved:

- In-gully restoration of Moscow Woods Gully
- Construction of infiltration basin at intersection of Moscow and Fellows Roads
- Installation of two subsurface infiltration chambers: East Calais Post Office and Woodbury Elementary School
-

With:

Task 4: Construction Phase

Once contracting with the construction firm is complete, the Contractor will schedule a pre-construction meeting with the design engineer, the construction contractor, and the landowners to work out the construction schedule and logistics. The Contractor will ensure that the construction contractor adheres to the proposed schedule for construction to be completed within the time frame of the contract with site visit check-ins at 25% and 75% construction completion. For the Performance Measure Four deliverable, “Progress report at 25% of construction completion,” please inform DEC if the project is on track for completion by the contract end date. During construction, the construction contractor will be expected to layout the project using conventional survey equipment to ensure that elevation specifications on the design plans are met. The Contractor will require signed approval from the design engineer of any payment requisitions from the construction firm before issuing payment. Any changes or deviations from the construction plans will be required to be approved by design engineer and communicated to the Contractor. During and at the conclusion of construction, the Contractor will require the design engineer to conduct inspections including a final inspection to ensure the construction was completed per specifications in the final design.

Attachment A is further amended with the addition of the following requirements.

Task 5: Final Reporting

The Contractor will complete the final report using the DEC CWIP’s Final Performance Reporting Template and the Stormwater BMP Reporting Template and include the as built design and inspection report. The calculated total Phosphorus (P) load reduction will be achieved using DEC’s latest P accounting methods, which includes the metrics needed to calculate total P load reduction.³ The required metrics should be incorporated into the Final Report. Before starting the final reporting process, the Contractor will reach out to DEC to obtain updated templates for the Stormwater BMP Report and Final Performance Report. Any additional data required in a revised template beyond what is expected in the current version will be limited to existing data relating to the project held by the Contractor or subcontractors. In the final report, the Contractor will summarize the following outputs achieved with the relevant reporting metrics:⁴

In-gully restoration of Moscow Woods Gully |

- Latitude, longitude
- Volume of gully erosion remediated

Commented [MP1]: Reporting metrics for Stormwater Implementation Outlet and Gully Stabilization, Cubic feet of gully erosion restored, Acres of existing impervious surface treated

³ [Standard Operating Procedures for Tracking & Accounting of Developed Lands Regulatory Projects & Non-Regulatory Clean Water Projects.pdf \(vermont.gov\)](#) (pgs. 35-38).

⁴ Find descriptions and more details on the reporting metrics in the CWIP Clean Water Project Data Reporting Standards table in the Final Reporting and Guidance Materials section of <https://dec.vermont.gov/water-investment/cwi/clean-water-grants/applicant-recipient-resources>.

Contract #44865
Amendment # 2

- Estimated age of gully erosion
 - Level of remediation achieved through restoration (partial or full remediation)
 - Cubic feet of gully erosion restored
 - Acres of existing impervious surface treated
- Construction of infiltration basin at intersection of Moscow and Fellows Roads
- Latitude, longitude
 - Developed impervious acres treated
 - Developed pervious acres treated
 - Storage volume
 - Infiltration rate
 - Acres of existing impervious surface treated
 - Acres of impervious surface removed (if applicable)
- Installation of one subsurface infiltration chambers at East Calais Post Office
- Latitude, longitude
 - Developed impervious acres treated
 - Developed pervious acres treated
 - Storage volume
 - Infiltration rate
 - Acres of existing impervious surface treated
 - Acres of impervious surface removed (if applicable)

Commented [MP2]: Reporting metrics for a surface infiltration system are Acres of existing impervious surface treated and Acres of impervious surface removed (if applicable)

Commented [MP3]: Subsurface infiltration reporting metrics are for Acres of existing impervious surface treated, Acres of impervious surface removed (if applicable)

III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Replace:

	Performance Measure	Deliverable	Estimated Deliverable Due Date	Part A: East Calais Post Office Payment	Part B: Moscow Woods Road Payment	Part C: Woodbury School Payment
1	Final Designs	<ul style="list-style-type: none"> • Copy of Permit application 	June 1, 2023	\$7,421.00	\$7,421.00	\$7,421.00
		<ul style="list-style-type: none"> • Signed 10-yr (minimum) Operation and Maintenance Plan & Agreement 		\$7,421.00	\$7,421.00	\$7,421.00
		<ul style="list-style-type: none"> • Meeting notes • Update Final Design plans, if needed 		\$7,421.00	\$7,421.00	\$7,421.00
2	Final Bid Documents	<ul style="list-style-type: none"> • Bid Documents provided to the State for review • Copy of Final Permit documentation 	August 1, 2023	\$7,421.00	\$7,421.00	\$7,421.00
3	Progress Reports ³ with progress to date, photos, budget status and narrative	<ul style="list-style-type: none"> • Progress report at 25% of construction completion 	September 1, 2023	\$51,950.25	\$51,950.25	\$51,950.25

Contract #44865
Amendment # 2

4	Progress Reports ⁴ with progress to date, photos, budget status and narrative	<ul style="list-style-type: none"> Progress report at 75% of construction completion 	October 15, 2023	\$51,950.25	\$51,950.25	\$51,950.25
5	Provide final reports, including Stormwater BMP ⁵ and Final Performance Reports ⁶	<ul style="list-style-type: none"> Stormwater BMP Report (indicate BMP status as constructed) Final Report including before and after photos As built design and final inspection report 	November 15, 2023	\$14,844.78	\$14,844.78	\$14,844.78
				\$148,429.28	\$148,429.28	\$148,429.29

With:

	Performance Measure	Deliverable	Estimated Deliverable Due Date	Total Estimated Cost
1 Project Setup	Final Designs	<ul style="list-style-type: none"> Request for Proposals for design engineer Bid documents from design engineer provided to the State Meeting notes Final design plans 	July 31, 2024	\$14,641.47
2 Operations and Maintenance Plan and Agreement	Submit Operations and Maintenance Plan and Agreement	Copy of signed operations and maintenance plan and agreement	August 15, 2024	\$5,071.44
3 Permitting and Construction Contractor Hiring	<ul style="list-style-type: none"> Permitting and easements Hire construction contractor 	<ul style="list-style-type: none"> Permit and easement application Bid Documents for construction contractor 	August 31, 2024	\$19,101.96
4 DBE Form	Complete DBE and M/WBE form	<ul style="list-style-type: none"> Submit completed DBE and M/WBE form to DEC 	October 7, 2025	\$100.00
5 Construction Phase	Construction of gully restoration and stormwater retention practice	<p>Subcontractor invoices</p> <p>Two interim progress reports on construction progress (25%, 75%)</p>	October 15, 2024	\$306,435 \$1,055.59
6 Interim Progress Reporting and Project Completion	Provide final reports, including Stormwater BMP and Final Performance Reports ⁵	<ul style="list-style-type: none"> Stormwater BMP Report (indicate BMP status as constructed) Final Report including before and after photos As built design and final inspection report 	November 15, 2024	\$13,797.25
7 Contingency	Contingency	<ul style="list-style-type: none"> Bids from construction contractors or design engineers displaying actual costs 		\$85,085.13
Total Contract Amount Not to Exceed:				\$ 445,287.84

⁵ Reach out to the DEC to obtain updated templates for the Stormwater BMP Report and Final Performance Report.

Contract #44865
Amendment # 2

- IV. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C revised October 4, 2024, and included with this Amendment.
- V. **Attachment D, Other Contract Provisions.** Attachment D is hereby deleted in its entirety and replaced by the Attachment D revised November 1, 2023, and included with this Amendment.

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

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

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

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

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Construction) Revision date: July 19, 2023)" which is attached as Attachment G to Amendment One, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 21 (twenty-one) pages. Except as modified by this Amendment Number 2, all provisions of the Contract and Amendment Number 1 remain in full force and effect.

Contract #44865
Amendment # 2

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.	
STATE OF VERMONT	CONTRACTOR
By:	By:
_____	_____
Commissioner	Name: (Print) _____
Department of Environmental Conservation	Title: _____
Date: _____	Date: _____

Contract # 44865
Amendment # 2

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024

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

Contract # 44865
Amendment # 2

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

Contract # 44865
Amendment # 2

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>

Contract # 44865
Amendment # 2

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).

Contract # 44865
Amendment # 2

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

Contract # 44865
Amendment # 2

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 \$1,000,000 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,

Contract # 44865
Amendment # 2

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)

Contract # 44865
Amendment # 2

**ATTACHMENT D
OTHER CONTRACT PROVISIONS**

VERMONT STATE INSURANCE SPECIFICATION
REVISED NOVEMBER 1, 2023

1. Applicability and Definitions.

- a. This Specification applies to providers of goods or services under a contract or grant (either is “the Agreement”) for the State of Vermont and is incorporated, whether directly or by reference, into the Agreement.
- b. “Party” shall mean the Contractor or Grantee as stated in the Agreement.

2. Operation of this Specification.

- a. Before commencing work under the Agreement, the Party must provide certificates of insurance to show that each and all of the minimum insurance coverages listed below, which are or may be applicable, are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State throughout the term of this Agreement.
- b. The State does not warrant that the coverages and limits listed in this document or otherwise required for the Agreement are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.
- c. It is the Party’s responsibility to timely ask the State and seek clarification if Party is uncertain of any particular application of any provision.

3. Additional Coverages or Amounts Required Although Not Stated in this Specification.

In many circumstances, the Party is required by the State to have insurance coverages in addition to those stated in this Specification, or to have higher limits or terms for listed coverages beyond what is required in this Specification. Those additional requirements may be stated in the Agreement or in other attachments or exhibits to the Agreement. It is the Party’s responsibility to meet such additional requirements in the manner and according to the terms stated for coverages listed in this Specification.

4. General Liability and Property Damage.

With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Personal Injury Liability
- d. Contractual Liability
- e. The policy shall be on an occurrence form and limits shall not be less than:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$1,000,000 Products/Completed Operations Aggregate

Contract # 44865
Amendment # 2

- iv. \$1,000,000 Personal & Advertising Injury
- f. If the performance of the Agreement involves construction, then:
 - i. a “per project” aggregate endorsement is required; and
 - ii. completed operations coverage must be carried for three years post project completion.

5. Automotive Liability.

If motor vehicles will be or are used in connection with the Agreement, the Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. For Contracts involving construction or when performance under the Contract would require a commercial or other specialized driver’s license, limits shall not be less than \$1,000,000. When performance includes interstate commerce or transport of hazardous products or materials regulated by the Federal Motor Carrier Administration and set forth in 49 C.F.R. § 387.9, the coverage shall include the MCS-90 endorsement.

6. Umbrella or Excess Liability.

For Contracts involving construction, or when performance under the Contract would require a commercial or other specialized driver’s license, the Party shall carry umbrella or excess liability insurance covering over the underlying general and automotive liability policies. Coverage shall be on an occurrence form, and limits shall not be less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, unless higher limits are required by the State of Vermont. This requirement need not be met if the Party’s applicable underlying coverages meet or exceed \$2,000,000.

7. Additional Insured.

- a. The General Liability, Property Damage, and Umbrella/Excess coverages required for performance of the Agreement shall include the State of Vermont and its agencies, departments, officers, and employees as Additional Insureds using ISO forms CG2010 and CG2037 or their equivalents.
- b. If performance of the Agreement involves construction or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers, and employees as Additional Insureds.
- c. If third-party cyber liability coverage is required, such coverage shall include the State of Vermont and its agencies, departments, officers, and employees as Additional Insureds.
- d. Additional Insured coverage shall be primary and non-contributory with any other insurance and self-insurance and shall include a waiver of subrogation in favor of the State of Vermont.

8. Workers Compensation.

With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont. The State will accept an out-

Contract # 44865
Amendment # 2

of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy if necessary to comply with Vermont law.

For work involving construction, workers compensation coverage shall include a waiver of subrogation in favor of the State of Vermont.

9. Professional Liability Insurance.

Whenever the performance of the Agreement is to involve any of: (a) licensed professional services, such as, but not limited to, attorneys, medical providers, financial professionals like accountants or actuaries, architects, engineers, management consultants, and providers of services requiring occupational licenses; (b) technology professional services; or (c) when otherwise required by the Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under the Agreement, with minimum coverage of \$1,000,000 per claim, or such higher minimum so provided.

Party shall maintain such professional liability insurance for a period of two years following completion of services under the Agreement.

10. Cyber Liability and Breach Response Insurance Coverage.

When the Party's performance involves hosting confidential State data, or services in or on State information technology systems where confidential State data may reside, the Party shall have and maintain cyber liability and breach response insurance coverage at no less than \$1,000,000 per claim, \$2,000,000 aggregate. Such policy shall expressly provide, but not be limited to, coverage for losses arising from the following:

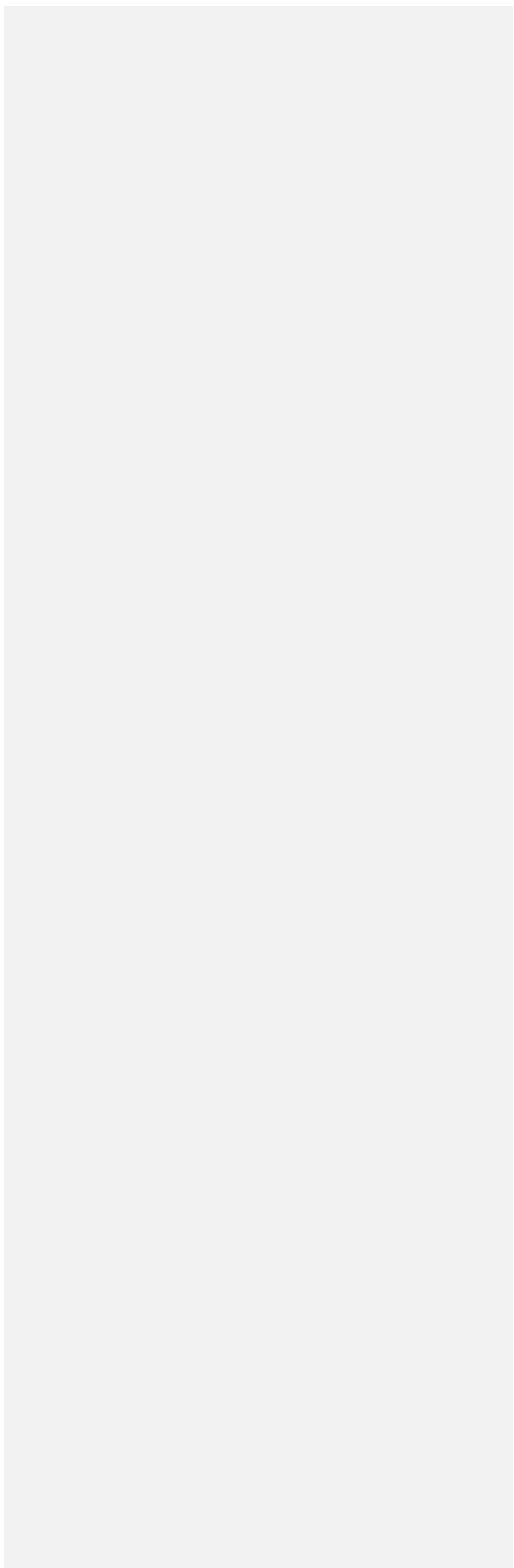
- a. unauthorized use of or access to computer systems (including mobile devices), servers, client's data, or software;
- b. defense of any regulatory action involving a breach of privacy;
- c. failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access;
- d. failure to adequately protect physical security of servers and systems including from cyber terrorism;
- e. the costs for: notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations, or legal experts;
- f. third-party liability;
- g. cyber extortion and cyber terrorism; and
- h. no exclusion for actual or alleged breaches of professional services agreements associated
- i. with the above.

11. Notice of Cancellation or Change.

With respect to all required coverage, there shall be no cancellation, change, potential

Contract # 44865
Amendment # 2

exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without thirty (30) days prior written notice to the State.



**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Central Vermont Regional Planning Commission**, a **US Local Government**, with its principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont 05602**, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is to involve towns in a regional planning effort; to maintain a working transportation plan for the region consistent with state and federal guidelines; to continue to review a prioritized needs/project list for the region; to provide transportation assistance to towns; and to engage in activities which implement the Regional Transportation Plan.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
4. Amendment: No 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 Subrecipient.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **33** pages including the following attachments which are incorporated herein:

Grant Agreement - Part 2 – Grant Agreement
Grant Agreement - Part 1 - Grant Award Detail
Attachment A - Scope of Work
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants (revised October 1, 2024)
Attachment D - Other Provisions
Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
Attachment F - Certificate of Indirect Costs
Attachment G - Procurement System Self-Certification

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D – Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised October 1, 2024)
 - 4) Attachment A – Scope of Work
 - 5) Attachment B – Payment Provisions

- 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
- 7) Attachments F through G in that order

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

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of subrecipients.

(Subrecipient Initials)

State of Vermont
Agency of Transportation

Subrecipient:
**Central Vermont Regional Planning
Commission**

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part i-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GR1938		² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: CVRPC FY25 Transportation Planning Initiative Work Program					
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$256,775.03		⁶ Total Award Amount: \$256,775.03	
⁷ Award Start Date: 10/01/2024		⁸ Award End Date: 09/30/2025		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Supplier #: 0000043329		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: Vermont Agency of Transportation				¹⁷ Business Unit: 08100	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$25,317.30		Description: RPC Cash Match	
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: 90.01 % <small>(Approved rate or current Federal de minimis)</small>		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input 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

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	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds		\$31,101.17	\$31,101.17	Transportation Funds

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

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
20.205	Highway Planning and Construction		\$202,538.40	\$202,538.40	693JJ22430000Y550V TSPWP025	10/01/2024	\$5,994,957.00
³⁹ Federal Awarding Agency: Federal Highway Administration (FHWA)		⁴⁰ Federal Award Project Descr: FY25 TPI Work Program - Tasks 1-6 - Core					
20.205	Highway Planning and Construction		\$23,135.46	\$23,135.46	693JJ22230000Y240V TBP23001	08/23/2023	\$500,000.00
Federal Awarding Agency: Federal Highway Administration (FHWA)		Federal Award Project Descr: FY25 TPI Work Program - Task 7 Bicycle and Pedestrian					
			\$0.00				
Federal Awarding Agency: FHWA		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	\$256,775.03	\$256,775.03			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Matthew Arancio		NAME: Christian Meyer	
TITLE: Planning Manager		TITLE: Executive Director	
PHONE: (802) 793-7489		PHONE: (802) 229-0389	
EMAIL: matthew.arancio@vermont.gov		EMAIL: meyer@cvregion.com	

**ATTACHMENT A
SCOPE OF WORK**

The Subrecipient agrees to perform or cause to be performed the services as set forth in the Scope of Work described in the Annual Work Plan that is attached and made a part hereof Attachment A.

The Subrecipient shall assume responsibility for the general supervision of the work and shall be responsible for all procedures, standards, methods of analysis, interpretations, conclusions, and the contents of this work program.

The Subrecipient and the State shall be jointly responsible for liaison necessary to further the work under this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

FFY 2025 Transportation Planning Initiative

Federal Fiscal Year: October 1, 2024 to September 30, 2025

Approved by: TAC _____; Executive Committee _____

EXHIBIT 1: WORK PROGRAM

Purpose and Summary

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2025 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

- Enhance cooperative decision-making among state, regional, and local partners about the transportation system.
- Better connect federal, regional, and statewide transportation planning.
- Provide technical assistance to municipalities and expand their ability to implement transportation planning best practices.
- Deliver results that advance VTrans strategic and long-range transportation plans.

Under the CVRPC TPI Work Program, regional staff create the Transportation Element of the Regional Plan, facilitate the prioritization of VTrans projects, engage municipalities in the VTrans planning processes, provide transportation planning services to municipalities, transmit local input into state planning processes, and study transportation problems.

The current Work Program continues the above activities. In addition, activities have been added to strengthen the transportation/land use linkage, assist municipalities to plan for a resilient transportation system, and plan for Clean Water initiatives.

This work program is presented under seven tasks, each corresponding to the VTrans FFY 2025 TPI guidance materials and direction from VTrans. The narrative for each task includes a description of the proposed goals, objectives, and activities to be undertaken the resulting products.

TASK 1. PROGRAM ADMINISTRATION

Objective:

The purpose of this task, is to effectively execute the management and administrative functions related to conducting the regional transportation planning process and includes development of work programs, work related to the consultant selection process, and maintain financial records and develop reports in conformance to all applicable federal and state laws, regulations and guidance.

Included, but not limited to are the following activities:

TPI Task 1.1.1-TPI Monthly Meetings

Attend monthly TPI meetings and organize and host one meeting, annually

TPI Task 1.1.2-TPI Program Performance Reporting

Complete annual TPI and VAPDA performance reporting, including:

- a) Tracking performance indicators during the year and submit to VTrans;
- b) Compiling a list of planning projects completed during the year and submit to VTrans
- c) Conduct financial and progress reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.
- d) Develop work plans and budgets and participate in the mid-year review process.
- e) Work cooperatively with VTrans in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTrans/CVRPC agreement for services.

TPI Task 1.0- Additional tasks to be performed, including but not limited to:

- 1 Hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.
- 2 Prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.
- 3 Participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.
- 4 Develop an indirect cost proposal.
- 5 Purchase supplies, equipment (Ex. traffic or pedestrian counters, iPad for data collection), and software directly related to TPI activities and necessary to complete the work program; repair and maintain equipment as necessary.
- 6 Complete training to enhance knowledge and skills specific to transportation planning best practices.

Personnel: Executive Director, Senior Planners, Planners, Planning Technicians

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs, budgets, updated policies, and the CVRPC FY24 Annual Report and VAPDA SFY2024 Annual Report that includes transportation performance measures.

TASK 2. PUBLIC PARTICIPATION AND COORDINATION

Objective:

To ensure that the public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. Additionally, this task shall support a regional approach to transportation planning, promoting cooperation, coordination and the exchange of information across modes, providers and jurisdictional boundaries, consistent with FHWA's planning requirements.

Included, but not limited to are the following activities:

TPI Task 2.1.1-State Transportation Improvement Program

Solicit public input on the State Transportation Improvement Program (STIP) Hearing Support including:

- a) assisting VTrans with sharing the public meeting notice with their TAC and affected municipalities.
- b) participation in the public meeting

TPI Task 2.1.2-Travel Demand Management

Participate and coordinate Travel Demand Management initiatives to meet the needs of Central Vermont, including participating, coordination and outreach as part of the Park Your Carbon Challenge.

TPI Task 2.1.3-Road Supervisors Meetings & Vermont Local Roads Coordination

Coordinate, facilitate, and provide technical support for bi-yearly road supervisor roundtables including communicating with Vermont Local Roads for opportunities for participation.

TPI Task 2.1.4-Transportation Equity Planning and Implementation

Assist VTrans in their analysis of equity in the existing transportation programs and development of the Transportation Equity Framework Legislative Report; attend trainings; implement relevant Regional tasks.

TPI Task 2.1.5-Vermont Strategic Highway Safety Plan Education

Assist in public outreach and collaborate on events organized by the State Highway Safety Office. Assist VTrans to identify stakeholders to engage on safety initiatives.

TPI Task 2.2.1-Aviation Program Coordination

Coordinate the region's participation in the VTrans Aviation Program, including participation in State Aviation Council meetings and exploration of a State Airport Committee for the Edward F. Knapp Airport

TPI Task 2.0- Additional tasks to be performed, including but not limited to:

- 1 Coordinate transportation planning activities with adjacent regional commissions, public transit providers, economic development agencies, human service providers and advocates, housing organizations, VTrans, and other organizations.
- 2 Publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.
- 3 Meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.
- 4 Monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.
- 5 Coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate its activities with local officials, groups, and other regional TACs and its involvement in statewide modal and policy plans.
- 6 Engage the public in the identification of transportation problems and solutions, including in the Regional Plan update as it pertains to various modes of transportation, goals for transportation planning, and future transportation needs.
- 7 Serve on various transportation-related task forces and study committees.
- 8 Attend meetings of local boards and commissions on transportation related topics including safety improvements, capital planning, infrastructure planning, etc.
- 9 Participate in emergency management training and activities to support a resilient transportation system.
- 10 Monitor current transportation projects by reviewing the five-year VTrans Capital Program and Project Development Plan, and the STIP.
- 11 Obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.
- 12 Training staff, Transportation Advisory Committee (TAC) and RPC members
- 13 Facilitate and participate in the public decision-making process for project development

Personnel: Executive Director, Office Manager, Planners, Planning Technician

Products: Specific products will include meeting announcements and minutes, written recommendations and correspondence as appropriate, the newsletter, reporting on the Park Your Carbon Challenge planning efforts, and networking of local community groups and neighborhood representatives needed to leverage public outreach efforts. Public participation and outreach activities will be ongoing throughout the agreement period.

TASK 3. PLANNING

Objective:

Under this task, the Region will integrate multi-modal transportation needs identified by existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors into regional and local plans and solutions and propose solutions to meet those needs that respect Federal and State regulations and Vermont statutes. This will include considering planning activities through the lens of 24 V.S.A. § 4302, which stipulates that state agencies are responsible for supporting and reinforcing Vermont's historic settlement pattern of compact village and urban centers separated by rural countryside, under this task transportation planning activities should be considered through this lens. Furthermore, under this task CVRPC shall integrate the goals identified in the 2040 Vermont Long Range Transportation Plan.

Included, but not limited to are the following activities:

TPI Guidance Task 3.1.-Regional Transportation Plan

A) Update the Regional Transportation Plan for Central Vermont Region

TPI Guidance Task 3.1.2-State Modal Transportation Plan Coordination

A) Participate in working groups, steering committees, and/or advisory committees of VTrans managed planning projects, such as acting as a technical advisor.

TPI Guidance Task 3.1.3.-Environmental Policy and Planning

- a) Advance the goals of statewide environmental policy and planning into transportation planning work and develop list of work completed to advance these projects through 2025.
- b) Identifying wildlife corridors, roadway barriers and crossings, and other environmental transportation connections

TPI Guidance Task 3.1.4.-Climate Mitigation Planning

- a) Assist VTrans in outreach to local officials and public, participate in working groups and committees on EV charging priorities and Carbon Reduction Strategy as requested by VTrans
- b) Submit comments on the annual state EV charging plan.
- c) Assist member communities in planning for locating EV charging infrastructure (From TAC)

TPI Guidance Task 3.1.5.-Public Transit Planning

Support the planning, provision and performance of the local public transit system by assisting or participating in relevant studies, analyses, or planning initiatives, by supporting

outreach, serving on transit governance boards, and by providing feedback to VTrans.

TPI Guidance Task 3.1.6-Human Service Transportation Coordination

Support the enhancement of Human Services Transportation Coordination, including hosting and a Regional Mobility Committee, serving on the Public Transit Advisory Committee (PTAC) and public transit boards (serve as Chair of the Green Mountain Transit Board), continuing to provide technical support to regional public transit providers, advisory groups, and groups working to identify and fill transportation gaps for the public and underserved populations (Green Mountain Transit, Rural Community Transportation, Mad River TAC, THRIVE Transportation Collaborative Action Network), and participating in activities as necessary; continue to serve on Boards and committees to act as a liaison between providers and local needs. Attending 2024 in-person E&D summit.

TPI Guidance Task 3.2.1-Transportation Resiliency Planning

Provide technical assistance for resilience planning and implementation including integrating, and assisting municipalities to integrate, the results of the statewide analysis and Transportation Resiliency Planning Tool (TRPT) into regional and local plans and planning efforts. Provide input for upgrades and revisions for the TRP tool as requested.

TPI Guidance Task 3.2.2.-Corridor Planning

Participated and support VTrans with the development of the US-2 from Montpelier to Waterbury corridor plan.

- a. Participate in Corridor Management Planning efforts to integrate local and regional perspectives.
- b. Participate in Corridor Management Planning efforts to integrate local and regional perspectives.

TPI Guidance Task 3.2.3-Bicycle and Pedestrian Planning

Work with municipalities to improve bicycle and walking conditions through planning, zoning and the use of 'complete streets' concepts.

TPI Guidance Task 3.2.4-Intermodal Rail Access Planning

Continue working with communities to identify and market parcels that could be adapted for rail supportive uses under the pilot intermodal rail access planning.

TPI Guidance Task 3.2.5-Demonstration Projects

Support municipalities pursue demonstration projects on an as needed basis.

TPI Task 3.2.6.-Safe Routes to School

Support municipal work in the Safe Routes to School program as needed.

TPI Task 3.2.7.-Road Safety Audit

Coordinate Road Safety Audits per VTrans request

TPI Task 3.0- Additional tasks to be performed, including but not limited to:

1. Design and execute demonstration projects with member municipalities to field test speed

reduction strategies and lay the foundation for future village and downtown planning efforts.

2. Acquire and maintain a library of demonstration project materials to make demonstrations financially viable for member municipalities.
3. Assist member municipalities in assessing climate change impacts on local transportation infrastructure and developing appropriate responses including, but not limited to, mitigation, relocation, and retirement of existing facilities.
4. Maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
5. Coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
6. Provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances.
7. Develop and implement analytical methods to identify gaps in the connectivity of the transportation system.
8. Preparing and supporting the preparation of regional, subarea, corridor, and local transportation plans such as assessment of transportation problems, feasibility studies, and alternatives analyses.
9. Coordinating and providing technical support for intermodal, multimodal and freight transportation planning activities; including bike/pedestrian systems planning.
10. Assessing and forecasting future travel demand based on land use, demographic projections and other driving factors; assessing and recommending strategies to manage demand as well as identifying gaps in transportation system connectivity based on analysis.
11. Supporting development of Municipal Transportation Capital Improvement Plans.
12. Planning, coordination, and outreach associated with designated Scenic Byways
13. Review of traffic impact studies of proposed development projects with potential impacts to the federal aid system and relative to the regional transportation plan.
14. Providing planning, technical assistance, and general transportation planning related grant support.
15. Multimodal corridor planning within region, especially Barre City to Montpelier corridor (From TAC).

Personnel: Executive Director, Planners, Planning Technicians

Products: Specific Products will include Four quarterly E&D/Mobility Committee meetings; E&D/Mobility Committee work plan; Updates to the Regional Transportation Plan.

TASK 4. Data Collection and Management

Objective:

Data collection and management tasks support balanced planning efforts by grounding decision making in observations made directly in the field. These efforts involve documenting and uniformly reporting transportation facility location, condition, performance, and usage, to provide a comprehensive perspective on statewide, regional, and local transportation infrastructure needs and opportunities to VTrans, RPCs and municipalities.

Included, but not limited to are the following activities:

TPI Tasks 4.1.1-Traffic Counts

Conduct vehicular traffic counts and submission to VTrans

TPI Tasks 4.1.2-Bike and Pedestrian Count Data

Support the annual collection of bike and pedestrian count data to develop a consistent data source and build a “snapshot” of biking and walking activity statewide.

TPI Tasks 4.1.3-State and Municipal Park and Ride Counts

Compile data on park and ride usage to track capacity. Counts shall be complete three times annually.

TPI Task 4.1.4-Highway Performance Monitoring System Data Program (TH MC)

Annually collect for VTrans submit to FHWA, highway improvement data on the Town Highway Major Collector (TH MC) system

TPI Task 4.1.5-Town Road Surface Data Verification

Improve the accuracy of Town Highway road surface type information.

TPI Task 4.1.6-Municipal Complete Streets Implementation Inventory

Aid reporting by VTrans on municipal compliance with the Complete Streets Law.

TPI Task 4.1.7.-Town Highway Bridge and Culvert Inventories

Aid municipalities in maintaining bridge and culvert inventories based on the recommended prioritization criteria above. Work shall include:

- a) Inputting municipal bridge or culvert data collected by the RPC into VTCulverts.
- b) Host one training with municipal representatives.

TPI Task 4.1.8.-Public Transit Bus Stop Inventory

Field inventory of public transit bus stops.

TPI Task 4.1.9-Federal Urban Area Boundary Adjustments

Participate in the review of Federal Urban Area Boundary Adjustments.

TPI Task 4.0-Additional tasks to be performed, including but not limited to:

1. Capture, monitor and maintain data for regional transportation facilities. Data may be gathered by using recommended equipment and state standards or by the purchase of relevant data sets where appropriate.
2. Assist municipalities with town highway road, culvert, bridge, sidewalk, bicycle facilities and roadway sign inventories and assessments.
3. Develop and maintain statistics, GIS data and analyses used to support transportation planning and project development (journey to work data, Longitudinal Employer-Household Dynamics, existing land use, land use regulations, floodplains, river corridors, farmland, critical wildlife habitat and hazardous materials, etc.)
4. Develop and implement analytical methods to identify gaps in the connectivity of the transportation system.

Personnel: Executive Director, Planners, Planning Technicians

Products: Specific projects will include traffic, bike, parking, and pedestrian counts; Comments on Federal Urban Area Boundary Adjustments, field inventory of bus stops, input municipal bridge and culvert data into VTCulvert online platform, submit complete streets compliance forms, provide town highway improvement data, ash tree inventories.

TASK 5. Project Development Plan

Objective:

Evaluate recommendations for capital projects identified through the planning processes in greater detail. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are explored. Establishing regional priorities for transportation projects is also a critical step because it ensures that regional goals are incorporated into project funding decisions and the implementation schedule.

Included, but not limited to are the following activities:

TPI Task 5.1.1.-VSPS2

Prioritize VTrans projects and evaluate conformance with the Regional Plan; implement the Vermont Project Selection Prioritization Process (VPSP2), including the development of regional priorities, as directed by VTrans and adapt CVRPC's regional process as needed. Provide input into the VPSP2 as needed.

TPI Task 5.1.2.-New Project Summaries for Asset Management

Complete New Project Summaries to provide VTrans with regional perspective before a project begins the initial stages of design

TPI Task 5.1.3-a.& b. Project Definition and Development, and Construction Projects

Assist VTrans in tailoring public outreach plans to the local context by helping to develop

stakeholder lists, identifying outreach methods that may be unique to a certain locale, in helping to engage key players in the community, and in bringing a regional perspective to how the project will affect a community. Provide continued coordination for better public awareness during project construction.

TPI Task 5.0-Additional tasks to be performed, including but not limited to:

1. Conduct or participate in feasibility and project definition studies.
2. Identify local issues that relate to scoping analyses.
3. Assist and review communities' Municipal Assistance projects that can be funded and developed outside the statewide prioritization system (such as Transportation Alternatives, Bike/Ped and other locally managed projects).

Personnel: Executive Director, Planners

Products: Specific projects will include regional project prioritization list and map; scoping and feasibility studies as applicable; New Project Summaries input; Project assistance as applicable.

TASK 6. Municipal Roads General Permit Reporting

Objective:

As stipulated in Act 64 of 2015, the Vermont Clean Water Act, the Agency of Natural Resources (ANR) Department of Environmental Conservation (DEC) issued the Municipal Roads General Permit (MRGP) in January 2018. As part of the MRGP, municipalities are required to provide two components: a comprehensive Road Erosion Inventory (REI) of hydrologically-connected road segments and an associated Implementation Table Portal. The purpose of this task is to assist municipalities with tasks that support compliance with the MRGP.

Included are the following activities:

TPI Task 6.2.1-Municipal Roads General Permit Reporting

Assist municipalities with compliance with the MRGP by providing outreach, education and administrative assistance; data collection and management assistance and grant preparation.

Personnel: Executive Director, Planners

Products: Program reporting; ongoing collaboration with DEC on MRGP requirements

TASK 7. Strategic Initiatives – Bicycle and Pedestrian Network Planning Support

Objective:

Develop municipal and regional bicycle & pedestrian network maps that identify existing infrastructure and convey planning-level priorities identified by municipalities.

Included, but not limited to are the following activities:

TPI Task 7.1.1-Bike and Pedestrian planning

- a. Generate and/or update data to depict the region's bicycle and pedestrian network, according to the provided guidance.
- b. Engage and assist municipalities in bicycle and pedestrian infrastructure planning.

Personnel: Executive Director, Senior Planners, Planners

Products: Summary report on regional bike planning; participation in the project steering committee.

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to reimburse the Subrecipient for actual expenses incurred or services provided by the Subrecipient in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided for under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 – Grant Award Detail.

1. The Subrecipient is responsible for providing the most current remit to information to the Agency of Transportation. If any information changes, please contact Business Support Services at the following e-mail to provide revised information: AOT.BusinessSupportServices@vermont.gov.
2. Subrecipient shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the grant agreement number for this agreement, a unique invoice number and follow a consistent numbering process. Invoices submitted without a unique invoice number will be returned.
3. The Subrecipient shall provide for the continuing the comprehensive, cooperative, and continuing transportation planning process in accordance with this Work Plan and the attached budget. The completion of the Work Plan is subject to the availability of funds.

Phase	EA	Sub/Job	Description	Federal \$	State \$	Local \$	Total \$
STP-SPR-SPWP(25)	SPWP25	750	Task 1-6	\$202,538.40	\$25,317.30	\$25,317.30	\$253,173.00
STPB23(1)	BP23001	600	Task 7	\$ 23,135.46	\$ 5,783.87	\$ -	\$ 28,919.33
Total Funding				\$225,673.86	\$31,101.17	25,317.30	\$282,092.33

4. **Project Costs and Phase(s).** The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:
5. Advanced payments may be made upon approval of a written request for payment from the Subrecipient.
6. The State shall pay, or cause to be paid, to the Subrecipient 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 Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the State, for all work. Request for payment for Contractor activities shall be included with the Subrecipient’s submittals but will be documented separately.
7. Meal and travel reimbursement shall be determined by the terms set forth in the State of Vermont,

Agency of Administration, Bulletin No. 3.5, Procurement and Contracting Procedures. The Bulletin can be found at: <https://aoa.vermont.gov/bulletins>

8. During the performance of this grant, Subrecipient may increase or decrease any of the cost categories if the Subrecipient receives written approval from the contact listed on the Part 1 – Grant Award Detail in Section IV, State Granting Agency prior to submitting the charge and:
 - a) It is within the Total Award Amount in effect at the time of the adjustment.
 - b) It does not change the Scope of Work in Attachment A.
 - c) There is no modification to the Assistance Listing number(s) (ALN) provided in the original grant agreement.
 - d) It does not violate the terms of the grant to the State of Vermont from the granting agency.
9. The above payments shall be made promptly in accordance with applicable State and Federal regulations. The State shall seek to make payments within thirty (30) days of receipt of an error free invoice from the Subrecipient.
10. The value of third-party in-kind contributions are acceptable as the cost sharing or matching requirements for federal funding when claimed in accordance with 49 CFR 18.24 (a)(2) and written procedures approved by the State. See the attached line-item budget and budget narrative, Attachment B.
11. Invoices shall be submitted to the contact listed on the Part 1 – Grant Award Detail in Section IV, State Granting Agency and the Regional Planning Coordination Team.
12. A financial close out report must be submitted within forty-five (45) days of the end date of the grant.

**Exhibit II - Budget Detail by Task Category
FFY 2025 TPI Work Program**

**Regional Planning Commission: CVRPC
Date:**

<u>Task #</u>	<u>Task Description</u>	<u>Agreement Amount</u>
Task 1	Administration	\$ 44,482.26
Task 2	Public Participation and Coordination	\$ 29,232.51
Task 3	Planning	\$ 100,371.43
Task 4	Data Collection & Management	\$ 59,830.81
Task 5	Project Development Planning	\$ 10,851.28
Task 6	Municipal Roads General Permit (MRGP) Support	\$ 8,404.71
Sub-Total	Tasks 1 - 6 only	\$ 253,173.00
Task 7	Bicycle and Pedestrian Planning Integration Program	\$ 28,919.33
Task 8	State Owned Rail Trails	\$ -
Task 9	Other Planning Activities	\$ -
Total	All Tasks	\$ 282,092.33

**Exhibit III – Budget Detail by Expense Category
FFY 2025 TPI Work Program**

**Regional Planning Commission: CVRPC
Date:**

1. Regional Planning Commission Staff:

Staff Position	Hours	Rate (\$/hr)	Cost
Executive Director	176	\$62.48	\$ 10,999.31
Transportation Sr. Planner	1,034	\$41.64	\$ 43,069.25
Transportation/EM Planner	661	\$45.51	\$ 30,082.11
Planner	117	\$32.90	\$ 3,849.30
Natural Res. Planner	35	\$32.82	\$ 1,148.70
Administrative Staff	65	\$38.43	\$ 2,497.95
Natural Res. Sr. Planner	65	\$49.88	\$ 3,242.20
Land Use Planner	140	\$42.89	\$ 6,004.60
Comm. Dev. Planner	140	\$48.07	\$ 6,729.80
Energy Planner	25	\$36.19	\$ 904.75
Plan. Tech. 1	367	\$19.38	\$ 7,112.46
Plan. Tech. 2	337	\$19.38	\$ 6,531.06
Plan. Tech. 3	497	\$19.38	\$ 9,631.86
Total Hours	3,659.37	Total Staff	\$ 131,803.35

2. Indirect Cost:

Indirect Rate (\$/hr)	Cost
90.01%	\$ 118,636.19

3. Direct Costs:

	Cost
Contractual	\$ -
Travel	\$ 4,552.79
Supplies	\$ 300.00
Data/Ref	\$ -
Postage	\$ 800.00
Phone	\$ -
Copies/Printing	\$ -
Meetings	\$ 3,000.00
Equipment	\$ 23,000.00
Total Direct	\$ 31,652.79

4. Consultant(s):

	Cost
Contractual	\$ -
Travel	\$ -
Equipment	\$ -
Supplies	\$ -
	\$ -
Total Consultant(s)	\$ -

Total for All Expense Categories (1-4)	\$ 282,092.33
---	----------------------

Exhibit IV – Time by Task by Cost Summary
FFY 2025 TPI Work Program

Regional Planning Commission: CVRPC
Date:

A. PERSONNEL (Hours by Task):

Task #	Task Description	Executive Director	Transportation Sr. Planner	Transportation/E/M Planner	Planner	Natural Res. Planner	Administrative Staff	Natural Res. Sr. Planner	Land Use Planner	Comm. Dev. Planner	Energy Planner	Plan. Tech. 1	Plan. Tech. 2	Plan. Tech. 3	Total Hours
1	Administration	32	159	90	0	10	0	0	10	10	10	12	12	12	347
2	Public Participation/ Coordination	15	206	101	0	25	0	0	0	0	0	5	5	5	367
3	Planning	99	365	120	25	0	30	25	130	130	20	40	40	40	1064
4	Data Collection & Management	5	30	200	15	0	5	15	0	0	0	280	280	440	1270
5	Project Development Planning	5	75	50	0	0	0	0	0	0	0	0	0	0	130
6	MRGP Support	0	50	50	2	0	0	0	0	0	0	0	0	0	102
Sub-Total (Tasks 1-6) (Hours)		156.0452945	884	611	42	35	35	40	140	140	25	337	337	497	3279
7	Bicycle and Pedestrian Planning Integration Program	20	150	50	75		30	25				30			380
8	State-Owned Rail Trails	0	0	0											0
9	Other Activities	0	0	0											0
Total (All Tasks) (Hours)		176.0452945	1034	661	117	35	65	65	140	140	25	367	337	497	2825

B. OTHER DIRECT COSTS:

Task #	Task Description	Contractual	Travel	Supplies	Data/Ref	Postage	Phone	Copies/Printing	Meetings	Equipment	Total Direct (\$)
1	Administration	\$ -	\$ 4,552.79	\$ 300.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 3,000.00	\$ 8,000.00	\$ 16,652.79
2	Public Participation/ Coordination										\$ -
3	Planning									\$ 15,000.00	\$ 15,000.00
4	Data Collection/Management										\$ -
5	Project Development Planning										\$ -
6	MRGP Support										\$ -
Sub-Total (Tasks 1-6) (\$)		\$ -	\$ 4,552.79	\$ 300.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 3,000.00	\$ 23,000.00	\$ 31,652.79
7	Bicycle and Pedestrian Planning Integration Program										\$ -
8	State-Owned Rail Trails										\$ -
9	Other Activities										\$ -
Total (All Tasks) (\$)		\$ -	\$ 4,552.79	\$ 300.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 3,000.00	\$ 23,000.00	\$ 31,652.79

DIRECT COSTS. Contract: Audit; design and planning services as needed (problem evaluation); design/layout for transportation program materials. Travel: Mileage, rooms, meals, conference/workshop fees. Supplies: Office and mapping supplies used specifically for the transportation program. Data/Ref: Reference materials, portion of cost of new data. Postage: In support of the transportation program. Phone: Calls or data plans specific to transportation program activities. Copies/Printing: Reproduction costs, including photocopies. Meetings: Meeting room space, legal notices, other associated costs. Equipment: Any eligible equipment purchased during the implementation of the grant agreement e.g. traffic counters and computer equipment.

C. COST PROPOSAL SUMMARY

Task #	Task Description	Rate	L												M			Total Staff	Indirect	Direct	Consultant 1	Total Cost
			Executive Director	Transportation Sr. Planner	Transportation/E/M Planner	Planner	Natural Res. Planner	Administrative Staff	Natural Res. Sr. Planner	Land Use Planner	Comm. Dev. Planner	Energy Planner	Plan. Tech. 1	Plan. Tech. 2	Plan. Tech. 3	Indirect rate						
1	Administration	62.48	1,999.36	6,615.58	4,095.90	-	328.20	-	-	428.90	480.70	-	232.56	232.56	232.56	14,646.32	13,183.15	16,652.79	44,482.26	41,563.88		
2	Public Participation/ Coordination	41.64	937.20	8,538.86	4,596.51	-	820.50	-	-	-	-	-	180.95	96.90	96.90	15,384.72	13,847.79	-	29,232.51	34,019.01		
3	Planning	45.51	6,188.35	15,183.82	5,461.20	822.50	1,152.90	1,247.00	5,575.70	6,249.10	723.80	775.20	775.20	775.20	44,929.97	40,441.46	15,000.00	100,371.43	85,954.61			
4	Data Collection/Management	32.9	312.40	1,259.99	9,102.00	493.50	-	192.15	748.20	-	-	-	-	-	5,426.40	5,426.40	8,527.20	31,488.24	28,342.57	59,830.81	54,604.53	
5	Project Development Planning	32.82	312.40	3,123.00	2,275.50	-	-	-	-	-	-	-	-	-	-	-	-	5,710.90	5,140.38	10,851.28	18,704.59	
6	MRGP Support	38.43	-	2,082.00	2,275.50	65.80	-	-	-	-	-	-	-	-	-	-	-	4,423.30	3,981.41	8,404.71	14,754.38	
Sub-Total (Tasks 1-6) (\$)			9,749.71	36,823.25	27,806.61	1,381.80	1,148.70	1,345.05	1,995.20	6,004.60	6,729.80	904.75	6,531.06	6,531.06	9,631.86	116,583.45	104,936.76	31,652.79	253,173.00			
7	Bicycle and Pedestrian Planning Integration Program	49.88	1,249.60	6,246.00	2,275.50	2,467.50	-	1,152.90	1,247.00	-	-	581.40	-	-	-	15,219.90	13,699.43	-	28,919.33			
8	State-Owned Rail Trails	42.89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
9	Other Activities	48.07	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Total (All Tasks) (\$)			10,999.31	43,069.25	30,082.11	3,849.30	1,148.70	2,497.95	3,242.20	6,004.60	6,729.80	904.75	7,112.46	6,531.06	9,631.86	131,803.35	118,636.19	31,652.79	282,092.33			
			10999.31	57408.23	35315.76	2697.80	984.60	2497.95	3242.20	6004.60	6729.80	904.75	7131.84	6531.06	9631.86							

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

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 \$1,000,000 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 PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

All property acquired by Subrecipient, partially or wholly funded under this Agreement, is to benefit the public by providing planning services. Subrecipient is a trustee of said property and acknowledges that State and FHWA retain a controlling interest in all such property throughout its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$10,000.00 or more per item continues to vest in State until State relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for State and shall be consistent with State and FHWA guidance.

5. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
6. **Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
7. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.
8. **Indirect Cost Rate Proposals:** A minimum of no less than annually, the Subrecipient will prepare an Indirect Cost Rate Proposal and supporting documentation as specified in 2 CFR 225, Appendix E, and certification by the Subrecipient's chief executive officer in the form prescribed in 2 CFR 225, Appendix E, "Certificate of Indirect Costs". The Indirect Cost Rate Proposal and Certification will be for the period for which the financial assistance is requested.

The indirect cost rate calculated in the proposal will be stated as a "fixed rate" and used in preparing the work program and budget submitted to the state in support of their application for financial assistance. The certification by the Subrecipient's chief executive officer will be included in the application.

The approved indirect rate will be stated in the financial agreement between the state and the Subrecipient as a “fixed rate” as defined in 2 CFR 225, Appendix E. In addition to stating the approved indirect rate in the financial agreement, the state will, upon the request of the Subrecipient, issue a letter to the Subrecipient confirming the rate approved for use, which the Subrecipient may use in informing other agencies awarding federal funds.

The “fixed rate” is not subject to adjustment during the period of performance of the financial agreement except upon Subrecipient’s application, and State approval, to formally amend the Indirect Cost Rate Proposal. As a “fixed rate” the difference between the estimated costs and the actual, allowable costs for the period covered by the approved rate may be carried forward by the Subrecipient as an adjustment to the rate computation of a subsequent period.

The subrecipient will maintain the indirect cost rate proposal and supporting documents, and certification by the chief executive officer, for audit in accordance with 2 CFR 225 and as provided in the current Attachment C: Standard State Provisions for Contracts and Grants.

- 9. Audit Requirement:** The independent audit specified in the current Attachment C: Standard State Provisions for Contracts and Grants, will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.
- 10. Title VI Nondiscrimination Statement:** The State ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statues and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.
- 11. Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.

An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

- 12. Notice to Bidders – Cargo Preference Requirement.** The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cjit/cargo.cfm>.

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 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.

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), (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.*

ATTACHMENT F

Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs include in this proposal to establish billing or final indirect costs rates are allowable in accordance with the requirements of the Federal award(s) to which they apply to Title 48 CRF Chapter I Part 31. Unallowable costs have been adjusted for in allocating costs as indicated in the proposal.

- (2) All costs included in the proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and VTrans will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Name of Regional Planning Commission: _____

Signature: Christina Meyer

Name of Official: _____

Title: _____

Date of Execution: 9/3/2024



State of Vermont
Agency of Transportation
Finance & Administration Division
Audit Section
219 North Main Street
Barre, VT 05641

July 9, 2024

Mr. Christian Meyer, Executive Director
Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602

Subject: Regarding Indirect Cost Recovery Rate for FY25

Dear Mr. Meyer

As you know, your regional planning commission (RPC) is a political subdivision of the state, considered a local government whose indirect rate proposal must be prepared in compliance with 2 CFR Part 200. Vermont Agency of Transportation Memorandum of Understanding MU0378, agreement executed July 1, 2023, details the conditions for preparation, submittal, and approval of RPC indirect cost rates.

I have reviewed your proposed indirect cost rate of **90.01%** for July 1, 2024, through June 30, 2025 based on CVRPC's audited costs for FY2023. You have certified to us, as required in the MOU, the inputs and calculations used to arrive at this rate are to the best of your knowledge compliant, accurate and true. Based upon our review and your certification, we accept this rate for conducting business with the Vermont Agency of Transportation. Please note that we may adjust this rate if we obtain additional information that warrants it. We reserve the right to audit this rate or seek further information from the independent auditors pertaining to the procedures they performed.

We look forward to continuing to work with you and your colleagues at Central Vermont Regional Planning Commission.

Sincerely,

DocuSigned by:
Kara Mayo
F398B30743C545B...
Kara Mayo
AOT Audit Specialist II
kara.j.mayo@vermont.gov

ATTACHMENT G

PROCUREMENT SYSTEM SELF-CERTIFICATION

In Accordance With
2 CFR 200.318 General Procurement Standards
through 2 CFR 200.326 Contract Provisions

A. ORGANIZATION'S NAME:

Central Vermont Regional Planning Commission

B. ORGANIZATION'S ADDRESS:

29 Main Street, Suite 4, Montpelier, VT 05602

C. Grantee has submitted a copy of its most recently adopted document(s) dated September 3, 2024 that outline their Procurement System to VT Agency of Transportation Policy, Planning & Research Bureau. The System document(s) are also available for review at the organizations offices, upon request.

D. Organization Certification:

I, as the authorized official of the organization listed above, hereby certify that the Procurement System of the

Central Vermont Regional Planning Commission
(Organization's Name)

meets all the applicable requirements of 2 CFR 200 and where applicable, the Vermont State Administrative Bulletin 3.5.

Executed this 16th day of October, 2024.

BY: 

NAME: Christian Meyer

TITLE: Executive Director

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Standard Contract

Phase II Environmental Assessment

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____	
Contract Amount: \$65,395.70	Start Date: 11/18/24	End Date: February 28, 2025
Contractor Name: Stone Environmental		
Contractor Physical Address: 535 Stone Cutters Way		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: same		
City:	State:	Zip Code:
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other " (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: QE7MCUWLYAA5		
UEI Registered Name (if different than Contractor Name above): Stone Environmental, Inc.		
SAM checked for UEI Suspension and Debarment Exclusions		
(https://sam.gov/SAM/ Print Screen Must be Placed in Contract File)		
Date: 11/21/24	Initials: nlc	SAM Expiration Date: 07/16/2025
State of Vermont checked for Debarment Exclusions		
(http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)		
Date: 11/21/24	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: 11/21/24	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: 11/21/24	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: 11/21/24	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: 11/21/24	Initials: nlc	

Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.] Date: 11/21/24 Initials: nlc	
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 11/21/24 Initials: nlc	
SECTION 3 – FUNDING SOURCE	
Awarding Entity: Mount Ascutney Regional Commission	
Contract #: #CVRPC-2024VTBFLDS	
Funding Type:	<input type="checkbox"/> Federal CFDA #: <input checked="" type="checkbox"/> State Grant #: <input type="checkbox"/> Other Source:
SECTION 4 – CONTACT INFORMATION	
CVRPC <u>Project Contact/Coordinator</u> Name: Eli Toohey Title: Planner Work Phone: 802.262-1018 Email: toohey@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: meyer@cvregion.com	CONTRACTOR <u>Project Contact/Manager</u> Name: Laura Rajnak Title: Project Scientist Work Phone: 228-731-1000 Email: lrajnak@stone-env.com <u>Finance/Billing</u> Name: Ian Barr Title: Accountant Work Phone: 802-229-4541 Email: ar@stone-env.com

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called “CVRPC”) and Stone Environmental, Inc. with its principal place of business at 535 Stone Cutters Way, Montpelier, VT, 05602 (hereafter called “Contractor”). Contractor’s form of business organization is Domestic Profit Corporation. It is the contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Grant writing. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$65,395.70.

4. Contract Term. The period of contractor's performance shall begin on November 18, 2024, and end on February 28, 2025.

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

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

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

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

8. Attachments. This contract consists of 15 pages including the following attachments which are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions and Monitoring & Reporting Requirements
- Attachment C - Standard Agreement Provisions (effective date 10/1/24)
- Attachment D - Provisions for Federally Funded Agreements (not applicable)
- Attachment E - Other Provisions (not applicable)
- Attachment F – Program Forms (not applicable)

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

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

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

For the CVRPC:

Signature: _____

Name: Christian Meyer

Title: Executive Director

Date: _____

For the Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Scope of Work to be Performed

Objective:

A Qualified Environmental Professionals (QEPs) to conduct a Phase II Environmental Site Assessment for 203 Country Club Road, Montpelier, Vermont.

Activity(s) to be Performed:

Upon finalization of a contract, the QEP will conduct the following:

Task 1: Kick Off Meeting

CVRPC will organize a kickoff meeting to take place within two weeks of the contract start date. The selected QEP will attend and representatives from the CVRPC, representatives of the City of Montpelier, and VT Department of Environmental Conservation will be invited to participate. The QEP will present a project timeline and the Phase II scope of work will be discussed. A virtual meeting option will be made available.

Task 2: Undertake Phase II Environmental Site Assessment

QEP will prepare workplan for DEC review based upon identified RECs in Phase I ESA. QEP will undertake field work including any necessary soil, water and/or vapor sampling; subsurface soil borings. QEP will complete analysis of laboratory results and draft report findings.

Task 3: Draft findings Meeting

The QEP will organize a meeting to discuss draft report findings. Representatives from the CVRPC, representatives of the City of Montpelier and VT Department of Environmental Conservation will be invited to participate.

A virtual meeting option will be made available.

Task 4: Finalize Phase II ESA Report

The QEP will incorporate any feedback received from the Draft Findings Meeting into the Phase II ESA Report and circulate to representatives from the CVRPC, the City of Montpelier, and VT Department of Environmental Conservation for comments. Upon close of comment period, QEP shall finalize Phase II ESA Report.

Task 5: Final Phase II ESA Report Presentation

QEP shall be available to present the Phase II Report to the Brownfields Advisory Committee. Representative of the City of Montpelier, and VT Department of Environmental Conservation will be invited to participate. Virtual meeting option will be made available.

Attribution:

Attribution shall be made to the State in all publications, i.e., newsletters, press releases, event promotions, webpages, programs, etc. Attribution shall read: *This (activity to be filled in specific to the publication) of Central Vermont Regional Planning Commission is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development, Department of Economic Development.*

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Party shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Party will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the Standard Contract.

CVRPC agrees to compensate the Party for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows: Actual costs up to the Agreement maximum as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall be submitted monthly.

The CVRPC shall pay, or cause to be paid, to the Party progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. The Party will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

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

Invoicing. The Party shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Party is working under more than one Agreement with CVRPC, Party shall

invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: CVRPC Executive Director
 29 Main Street, Suite 4
 Montpelier, VT 05602

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

MONITORING REQUIREMENTS

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

- Monitoring of pass-through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.
- Site visits as warranted by program needs.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

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

Significant Development Report. The Party must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

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

objectives of the award.

Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Party's assistance to complete this reporting, Party shall provide the necessary information requested by CVRPC.

CVRPC must submit quarterly reports to the Mount Ascutney Regional Commission. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

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

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS
AND GRANTS**

REVISED OCTOBER 1, 2024

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.

- 7. **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>.
- 8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.
- 9. **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.
- 10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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").

18. **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.
19. **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.
20. **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>.
21. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
22. **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.*
23. **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.

24. **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.
25. **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.

26. **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.

27. **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.

28. **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 \$1,000,000 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:

- D. **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.
- E. **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)



3 December 2024

Peter Danforth, Director
Lamoille County Conservation District
109 Professional Dr., Suite # 2
Morrisville, VT 05661

RE: Clean Water Service Provider Master Agreement, Addendum 1 – Scope of Work and Cost Estimate for Project Development in the Upper Little River Watershed

Dear Peter:

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski River Basin Water Quality Council accepts your proposal for the **Project Development in the Upper Little River Watershed** project dated 16 September 2024. The total cost estimate for this work is **\$30,000.00**.

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

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

Sincerely,

Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #1	Amendment <input type="checkbox"/> #
Contract Amount: \$30,000.00	Contract Start Date: 12/3/2024	Contract End Date: 12/2/2026
Contractor Name: Lamoille County Conservation District (LCCD)		
Contractor Physical Address: 109 Professional Dr., Suite # 2		
City: Morrisville	State: VT	Zip Code: 05661
Contractor Mailing Address: 109 Professional Dr., Suite # 2		
City: Morrisville	State: VT	Zip Code: 05661
Contract Type: Performance Based		
<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		
Contractor Duns/UEI: CE61JKAM3C68		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions		
Date: 31 July 2024	Initials: bv	SAM Expiration Date: 23 April 2025
State of Vermont checked for Debarment Exclusions		
Date: 6 September 2023	Initials: bv	Debarment Expiration Date: N/A
Risk Assessment completed		
Date: 31 July 2024	Initials: bv	
Single Audit check in Federal Audit Clearinghouse		
Date: 6 September 2023	Initials: bv	
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 6 September 2023	Initials: bv	
Certificate of Insurance		
Date: 1 August 2024	Initials: bv	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 6 September 2023	Initials: bv	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date: 6 September 2023	Initials: bv	

SECTION 3 – FUNDING SOURCE	
Awarding Entity: Vermont Department of Environmental Conservation	
Contract #: 06140-2023-CWSP-WID-05	
Funding Type:	<input type="checkbox"/> Federal CFDA/ALN #: Program Title: <input checked="" type="checkbox"/> State <input type="checkbox"/> Municipal <input type="checkbox"/> Other Source: (ex. private, non-profit, etc.)
SECTION 4 – CONTACT INFORMATION	
CVRPC <u>Project Contact/Coordinator</u> Name: Brian Voigt Title: Senior Planner Work Phone: 802.262.1029 Email: voigt@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802.229.0389 Email: meyer@cvregion.com	SUBGRANTEE <u>Project Contact/Manager</u> Name: Peter Danforth Title: Director Work Phone: 631.495.9093 Email: lccddirector@gmail.com <u>Finance/Billing</u> Name: Forest Cohen Title: Senior Business Manager Work Phone: 802.846.4490 Email: fcohen@ccrpcvt.org

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

The following portions of Part 2 – Contract Agreement are hereby amended as follows:

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: Project Development Along Select Reaches of the Huntington River. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANT shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

Milestone		Deliverable(s)	Completion Date	Cost
1	Kick-off meeting held	Copy of kick-off meeting notes	26 August 2024	\$1,000.00
2	Initial scoping completed	Preliminary phosphorus-reduction estimates	23 September 2024	\$3,000.00
3	Site visits conducted	a) Site visit photos; b) Site visit notes & landowner communications; c) Phosphorus-reduction estimates; and d) Estimated design life	27 October 2024	\$6,058.00
4	Permit needs and project eligibility assessed	a) Documentation of required permits; b) Indication of potential challenges / conflicts for obtaining permit; c) Historic and archeological considerations; and d) Evidence that priority projects meet DEC CWIP Guidelines for Formula grant funding	11 November 2024	\$4,000.00
5	Project Development completed	For 3 – 5 highest priority projects: a) Basic project concept drawings; b) Preliminary cost estimates; c) Potential co-benefits; and d) Recommended next steps for specific development (see detailed list of Task 5 deliverables below).	25 November 2024	\$3,000.00

Milestone		Deliverable(s)	Completion Date	Cost
6	Final Report submitted	a) Narrative summary of all tasks completed b) List of scoping efforts c) List of development efforts: <ul style="list-style-type: none"> i. Site photos; ii. Barriers to implementation; iii. O & M considerations; iv. Water quality benefits; v. Batch import file / New Project Form for projects absent from WPD 	15 December 2024	\$3,000.00
			Total Cost	\$30,000

6.3.a: SUBGRANTEE will use the reporting template provided by the Winooski River Basin Clean Water Service Provider to submit monthly progress reports. Monthly reports are due by the 15th day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBGRANTEE shall submit a monthly progress report stating, 'no progress was made during this reporting period.'

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



3 December 2024

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

RE: Clean Water Service Provider Master Agreement, Addendum 3 – Scope of Work and Cost Estimate for the Implementation of the John Fowler Road Berm Removal – Marshfield, VT

Dear Allaire:

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski River Basin Water Quality Council accept your proposal for the **John Fowler Road Berm Removal Implementation** dated 9 May 2024. The total cost estimate for this work is **\$85,703.30**.

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

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

Sincerely,

Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #3	Amendment <input type="checkbox"/> #
Contract Amount: \$85,703.30	Contract Start Date: 12/03/2024	Contract End Date: 10/01/2025
Contract Type: Performance Based		

SECTION 2 – CONTRACTOR INFORMATION
Contractor Duns/UEI: MHPJZCMBQA17
DUNS/UEI Registered Name (<i>if different than Contractor Name above</i>):
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 30 August 2023 Initials: bv SAM Expiration Date: 3 March 2024
State of Vermont checked for Debarment Exclusions Date: 30 August 2023 Initials: bv Debarment Expiration Date: N/A
Risk Assessment completed Date: 27 June 2024 Initials: bv
Single Audit check in Federal Audit Clearinghouse Date: 31 August 2023 Initials: bv
IRS Form W9 - Request for Taxpayer Identification Number and Certification Date: 30 August 2023 Initials: bv
Certificate of Insurance Date: 7 September 2023 Initials: bv
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: 30 August 2023 Initials: bv
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: 30 August 2023 Initials: bv

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	<input type="checkbox"/> Federal	CFDA/ALN #: Program Title:
	<input checked="" type="checkbox"/> State	
	<input type="checkbox"/> Municipal	
	<input type="checkbox"/> Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION	
CVRPC <u>Project Contact/Coordinator</u> Name: Brian Voigt Title: Senior Planner Work Phone: 802.262.1029 Email: voigt@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802.229.0389 Email: meyer@cvregion.com	CONTRACTOR <u>Project Contact/Manager</u> Name: Allaire Diamond Title: Ecologist Work Phone: 802.861.6411 Cell Phone: 802.879.6672 Email: Allaire@vlt.org <u>Finance/Billing</u> Name: David Morrissey Title: Director of Finance Work Phone: 802.989.0651 Email: dmorrissey@vlt.org

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

Part 2: Contract Agreement

Article 6 – Compensation

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

	Milestone	Deliverable(s)	Completion Date	Cost
1	Project Initiated	<ul style="list-style-type: none"> Project kick-off meeting notes Photos of site(s) pre-implementation 	10 Jan 2024	\$1,000.00
2	10-year (minimum) DEC Operations & Maintenance Plan signed by Operations & Maintenance responsible party	<ul style="list-style-type: none"> Signed 10-year (minimum) DEC Operation & Maintenance Plan 	28 Feb 2024	\$1,000.00
3	10-year (minimum) access license or easement signed by landowner	<ul style="list-style-type: none"> Signed 10-year (minimum) access license or easement 	28 Feb 2024	\$1,000.00
4	Proposal / bid solicitation issued, pre-bid site visits, and contractors selected / contracted (if applicable)	<ul style="list-style-type: none"> Pre-bid site visit notes; Bid documents; Reasoning for contractor selection 	28 Feb 2024	\$3,500.00
5	Required permits secured	<ul style="list-style-type: none"> Permit documentation (if applicable) 	31 Mar 2024	\$1,000.00
6	Pre-construction kick-off meeting, walk through of the site with plans, evaluate any needs / issues / considerations for plan adjustment	<ul style="list-style-type: none"> Kick-off meeting notes 	1 Jul 2024	\$3,500.00
7	Clean Water Project Sign installed during construction if the project is considered publicly visible	<ul style="list-style-type: none"> Photo of Clean Water Project Sign (if applicable) 	1 Aug 2024	\$100.00

	<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Completion Date</i>	<i>Cost</i>
8	Floodplain / stream restoration project(s) implemented	<ul style="list-style-type: none"> As-built drawings or red-lined 100% designs with a list of change orders describing adjustments made during construction Photos of site(s) post-implementation 	15 Sep 2024	\$70,103.30
9	Other permit-required activities completed or elements installed (if applicable), VDHP Treatment Plan implemented (if applicable)	<ul style="list-style-type: none"> Documentation of completion of permit-required activities and VDHP Treatment Plan implementation (if applicable) 	15 Sep 2024	\$1,000.00
10	Project Closeout	<ul style="list-style-type: none"> Media announcement Final Performance Report or ANR Online Clean Water Project – Project Closeout Form 	1 Oct 2024	\$3,500.00
Total Cost				\$85,703.30

6.3.a: SUBCONTRACTOR will use the reporting template provided by the Winooski River Basin Clean Water Service Provider to submit monthly progress reports. Monthly reports are due by the 15th day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBCONTRACTOR shall submit a monthly progress report stating, 'no progress was made during this reporting period.'

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

Attachment C in the original Master Agreement has been replaced by the following version (updated on 7 December 2023).

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)

REGIONAL PLANNING COMMISSIONS HMGP DR-4720 MUNICIPAL SUPPORT

SCOPE OF WORK FOR JUNE 1, 2024, THROUGH JANUARY 10, 2028

The purpose of this document is to serve as guidance to assist Regional Planning Commissions (RPCs) in outlining the scope of work for municipal support in developing sub-applications and supporting implementation activities under the DR-4720 round of the Hazard Mitigation Grant Program (HMGP). Detailed descriptions of the work elements and associated tasks are identified below, and staff hours will be required for applications to be considered complete. Funding for this effort is through VEM management costs and is limited to management cost eligible activities under HMGP. **Incomplete applications or applications requiring additional information will be returned for clarification.**

The work tasks outlined in Part A: Scope of Work, Section 1 are all eligible activities towards which RPCs can code hours and receive reimbursement. Funding is 100% federal without a required match and can include each RPCs state-approved indirect rate. To receive reimbursement for the tasks accomplished, RPCs must follow the **Reporting Requirements** outlined in Part A: Scope of Work, Section 3.

PART A: SCOPE OF WORK: Sub-application Development Support

RPCs will work with their member municipalities to develop and submit eligible applications under the DR-4720 round of HMGP. RPCs will work with their local municipalities to support implementation of FEMA-approved sub-awards. Note: this is open to all municipalities, not only those included in the DR-4720 federal disaster declaration.

HMGP funds may only be used for the tasks outlined in Section 1 below – Section 2 includes examples of tasks that are not eligible under this agreement; however, it is not an exhaustive list.

1. **Eligible Activities:**

Project Development:

- A. Reach out to all cities/towns/incorporated villages within their region with the Notice of Funding for DR-4720 HMGP to identify and help develop eligible sub-applications.
- B. Assist in completing municipalities sub-applications as requested, partnering with the VEM Hazard Mitigation Teams to provide supplemental assistance.
- C. Conduct training, as appropriate, to municipal staff on how to develop HMGP sub-applications.
- D. Review draft sub-applications to ensure they contain the required information before submission to the VEM Hazard Mitigation Team.
- E. Assist with developing Benefit-Cost Analyses (BCAs) for certain projects, as needed, to include supporting communities in compiling backup documentation on past damages.
- F. Support sub-applicants with responding to requests for information (RFIs) on their sub-applications.

Grants Management:

For projects awarded under this scope:

- G. Assist with the development of requests for proposals (meeting local procurement requirements as well as 2 CFR 200 procurement requirements), evaluation of bids/proposals, and the development of subsequent contracts.
- H. Assist in managing contracted non-construction consultants who are supporting implementation activities.
- I. Liaise between municipality and VEM with budget modification requests, overrun requests, scope of work modifications, and project closeouts.
- J. Assist with the development of financial reimbursement requests and quarterly reporting.

Coordination and Travel:

- K. Participate in a mandatory kick-off meeting with the VEM Mitigation Team and Department of Public Safety Finance Team.
- L. Participate in monthly 1-hour conference calls with the VEM Hazard Mitigation Team.
- M. Review [Hazard Mitigation Assistance Guidance](#) for eligibility information and FEMA Job Aids as well as other information from the Hazard Mitigation Team, such as notices of funding and funding announcements to help determine early if a project is likely to be eligible.
- N. Attend trainings with the VEM Hazard Mitigation Team as needed to insure consistent program delivery.
- O. Travel as needed, if included within the RPC budget form and approved.

2. Ineligible Activities:

- A. Developing Local Hazard Mitigation Plans (LHMPs).
- B. Completing implementation tasks associated with an HMGP sub-award, i.e., activities directly related to a project, such as architectural, engineering and design services. These activities are project costs, not management costs.
- C. Construction oversight activities, such as those which manage, coordinate and/or supervise the construction process. These are project costs, not management costs.
- D. Any grant development work that is not specifically tied to the DR-4720 round of HMGP.
- E. Activities paid for under this agreement cannot be used as a non-federal match towards other federal funding, including under the Emergency Management Performance Grant (EMPG) agreements with VEM.
- F. Existing EMGP agreements must be completely distinct from activities under this agreement and billed separately under each agreement. If an activity is eligible under this agreement, EMPG should not be used for that activity.
- G. Activities that are currently eligible under EMPG that do not relate specifically to the DR-4720 round of HMGP are still eligible as indicated under the EMPG agreements (e.g., sub-application development under the Building Resilient Infrastructure and Communities (BRIC) program, or development of LHMPs without other FEMA mitigation funding).

3. Reporting Requirements:

- A. Quarterly reports will be due January 15, April 15, July 15, October 15. To receive financial reimbursement under this sub-grant, quarterly reports are required to be submitted on time. When

quarterly reports are submitted, all reimbursement requests must be up to date in accordance with the sub-grant agreement.

- B. Provide a summary of hours expended, meetings attended or hosted, and the communities/partners involved, and specific projects worked on, in each quarterly report. A quarterly report template will be sent out each quarter to the contacts listed in Part B: Application below.
- C. Financial reimbursement requests are due no later than the end of the month following the month in which the expenses were incurred, as outlined in the sub-grant agreements. Reimbursement requests will need to include proof of payment as well as a documented list of hours expended by employee, including their rate and activities completed. DPS Finance will send out a form that needs to be included to document employee hours.

PART B: APPLICATION

1. Regional Planning Commission Contact Information

A. RPC Primary Point of Contact and Authorized Agent: The person must be authorized to sign contracts, authorize funding allocations, etc.

- I. Name: Christian Meyer
- II. Title: Executive Director
- III. Email Address: meyer@cvregion.com
- IV. Phone Number: 802-229-0389

B. RPC Alternate Point of Contact

- I. Name: Keith Cubbon
- II. Title: Emergency Management/Transportation Planner
- III. Email Address: cubbon@cvregion.com
- IV. Phone Number: 802-262-1022

2. Cost Estimate

Labor: The costs to be incurred by the RPC are listed and detailed in the table below. Provide employee position title, name of employee(s), hourly rate, # of estimated hours, other sources of compensation, and total estimated cost, inclusive of fringe benefits. Fringe rate must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-Federal entity.

Employee Name	Title	Role in the Sub-Agreement	Hourly Rate	Fringe Rate	#of Hours	Total Requested
Christian Meyer	Executive Director	Review Sub applications and manage staff	\$58.35	\$7.64	4	\$263.96
Keith Cubbon	Emergency Management/Transportation Planner	Develop applications, Project Development and Grants Management	\$27.35	\$19.07	16	\$742.72

Will Pitkin	Land Use Planner	Project Development and Grants Management	\$25.48	\$7.54	10	\$330.20
Brian Voigt	Natural Resources and GIS Program Director	Project Development and Grants Management, mapping	\$35.73	\$4.49	10	\$510.30
Pamela Sonn	Associate Planner	Project Development and Grants Management	\$23.56	\$12.72	10	\$362.80
Lincoln Frasca	Natural Resource Planner	Project Development and Grants Management	\$26.12	\$8.81	10	\$349.30

Travel: Explain need for RPC travel to support Scope of Work. RPC travel policies prevail. Provide the basis for travel costs for each trip (Destination, Trip Purpose, Trip Length (number of days), Airfare, Rental Car, Mileage, Per Diem, Lodging, Parking, Other).

Purpose of Travel	Location	# of Days	Item	Rate	Cost
Describe, 75 character limit	Describe, 75 character limit		Describe, 75 character limit	\$	\$
Describe, 75 character limit	Describe, 75 character limit		Describe, 75 character limit	\$	\$
Describe, 75 character limit	Describe, 75 character limit		Describe, 75 character limit	\$	\$
Describe, 75 character limit	Describe, 75 character limit		Describe, 75 character limit	\$	\$
Describe, 75 character limit	Describe, 75 character limit		Describe, 75 character limit	\$	\$

Indirect charges: Indirect costs can only be claimed if your organization has a negotiated indirect cost rate agreement or cost allocation plan. It is applied only to direct costs to the agency as allowed in the agreement or cost allocation plan. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).

Items	Description	Rate	Cost
Indirect Rate	Set by VTrans currently 90.01%	\$	\$2,303.61

3. Budget Requirements

List proposed activities, deliverables, and estimated cost. This table should reflect the total budget requested in Section 2 above.

The RPC must ensure that all costs are allocable, allowable, reasonable, and necessary to support the HMGP according to 2 CFR § Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Item	Activity	Details	Estimated Cost
1	Outreach, education, and training	Outreach, education, and training	\$
2	Sub-application development	Supporting sub-application development, Requests for Information (RFI) responses, BCA development (as needed)	\$4862.89
3	Grant management during implementation	Completion of all grant requirements, RPFs and contract development, quarterly reporting, financial reimbursements	\$
4	Technical monitoring	Site visits and technical visits, including travel	\$
5	Closeout	Final closeout documents	\$
Total Estimated Cost			\$

4. Budget Narrative

A. Provide a budget narrative with explanations, justifications, and line-item details of the RPC Management Costs application noted above. Attach an additional sheet if necessary.

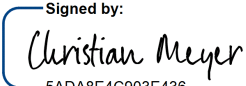
Budget Category	Federal Request for Year 1	Federal Request for Year 2	Federal Request for Year 3	Federal Request for Year 4	Federal Request for Year 5	Total Requested
Personnel	\$1779.90	\$	\$	\$	\$	\$
Fringe	\$779.38	\$	\$	\$	\$	\$
Travel	\$0	\$	\$	\$	\$	\$
Indirect Charges	\$2,303.61	\$	\$	\$	\$	\$
Total:	\$4,862.89	\$	\$	\$	\$	\$

Christian Meyer

Stephanie A. Smith

Executive Director

State Hazard Mitigation Officer

Signed by:

 5ADA8E4C903E436...
 Page 5 11/5/2024

DocuSigned by:

 F46BDD1D8D3446B
 11/5/2024
 HMGP DR-4720 RPC Scope of Work

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

Amendment #2

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

- 5. **Term of Sub-Grant:** This Sub-Grant shall begin on March 20, 2023. SUB-RECIPIENT shall complete the work by **December 31, 2025**.

Central Vermont Regional Planning Commission:

By: Christina Meyer
Its duly authorized agent

Date: 11/25/2024

Two Rivers-Ottauquechee Regional Commission:

By: _____
Its duly authorized agent

Date: _____

Town of Warren

Local Hazard Mitigation Plan

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$ 10,967.00	Contract Start Date: 12/02/24	Contract End Date: 12/01/25	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: as above			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<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

Contractor UEI: L97JQHE86VX3			
DUNS Registered Name <i>(if different than Contractor Name above):</i>			
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/content/home . Print Screen Must be Placed in Contract File)			
Date: 11/21/24	Initials: nlc	SAM Exp. Date: 1/16/25	
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)			
Date: 11/21/24	Initials: nlc	Debarment Expiration Date: N/A	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)			
Date: 11/21/24	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: 11/21/24	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: 11/21/24	Initials: nlc		
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Date: 11/21/24	Initials: nlc		
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)			
Date: 11/21/24	Initials: nlc		

Town of Warren Local Hazard Mitigation Plan

SECTION 3 – FUNDING SOURCE	
Funding Type: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	CFDA #: 97.039 Program Title: Hazard Mitigation Grant Program Grant #: Source: Municipal
SECTION 4 – CONTACT INFORMATION	
TOWN OF WARREN <u>Project Contact/Coordinator</u> Name: Title: Work Phone: Email: <u>Finance/Billing</u> Name: Title: Work Phone: Email:	CONTRACTOR <u>Project Contact/Manager</u> Name: Keith Cubbon Title: Emergency Management Planner Work Phone: 802-262-1022 Email: cubbon@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: meyer@cvregion.com
Part 2 – Contract Agreement	

1. **Parties.** This is a contract for services between the Town of Warren, (hereafter called “Town”), and Central Vermont Regional Planning Commission, (hereafter called “Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Contract Term.** The period of Contractor’s performance shall begin on 12/2/24 and end on 12/1/25. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.

3. **Prior Approvals.** Approval by the Selectboard is required for all contracts.

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

5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$10,967. Town agrees to provide cash and/or in-kind match of at least \$2,741.75. In the event that the Town is unable to carry out its responsibilities, the

Town of Warren Local Hazard Mitigation Plan

Town agrees to reimburse Contractor for services to complete tasks that would have been performed by the Town as part of the in-kind grant match. Contractor services will be billed at actual cost, which may be a higher rate than municipal or volunteer in-kind services.

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

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	\$1,692
2	Draft hazard evaluation Present hazard evaluation at public meeting	\$2,602
3	Draft vulnerability assessment	\$3,062
4	Draft mitigation strategies Present mitigation strategies at public meeting	\$1861
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	\$1090
6	Submit Plan to VEM/FEMA for Approval Pending Adoption Plan adoption by Town Transmittal of adopted plan to FEMA for approval	\$660
	<i>TOTAL</i>	<i>\$10,967</i>

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

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	Dec. 2024
2	Draft hazard evaluation Present hazard evaluation at public meeting	Jan. 2025
3	Draft vulnerability assessment	Feb. 2025
4	Draft mitigation strategies Present mitigation strategies at public meeting	Feb. 2025

Town of Warren Local Hazard Mitigation Plan

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	Mar. 2025
6a	Submit Plan to VEM/FEMA for Approval Pending Adoption	Apr. 2025
6b	Plan adoption by Town Transmittal of adopted plan to VEM/FEMA for approval	May 2025

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

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

For the Town:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

For the Contractor:

Signature: _____
 Name: Christian Meyer
 Title: Executive Director
 Date: _____

Town of Warren Local Hazard Mitigation Plan Contract Provisions

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the Town or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the Town or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Town.

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Contractor shall carry general liability insurance. The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire/Legal/Liability

Automotive Liability: The Contractor shall carry automotive liability insurance. Limits of coverage shall not be less than: \$500,000 combined single limit. If performance of this Agreement involves construction or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. Contractor shall name the Town and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Town of Warren Local Hazard Mitigation Plan

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

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

5. Taxes Due to the State:

- a) Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b) Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

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

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

Town of Warren

Local Hazard Mitigation Plan

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

10. Taxes Due to the State:

- A. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has not further legal recourse to contest the amounts due.

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

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

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

12. No Gifts or Gratuities: Contractor shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any offer or employee of the State during the term of this Agreement.

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

Town of Warren

Local Hazard Mitigation Plan

directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

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

15. Requirements Pertaining Only to State-Funded Grants:

- A. **Certification Regarding Use of State Funds:** If Contractor is an employer and this Agreement is a State-funded grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Contractor hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements

(End of Contract Provisions)



3 December 2024

Evan Fitzgerald
Fitzgerald Environmental Associates, LLC
164 Main Street, Suite 2
Colchester, VT 05446

RE: Clean Water Service Provider Master Agreement, Addendum 1 – Scope of Work and Cost Estimate for Project Development in Berlin, VT

Dear Evan:

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, accepts your proposal for **Project Development in Berlin, VT**. The total cost estimate for this work is \$14,303.

Under the terms of the Master Agreement, dated 5 February 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,

Christian Meyer
Executive Director

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

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #1	Amendment <input type="checkbox"/> #
Contract Amount: \$14,303	Contract Start Date: 12/03/2024	Contract End Date: 08/01/2025
Contractor Name: Fitzgerald Environmental Associates, LLC.		
Contractor Physical Address: 164 Main Street, Suite 2		
City: Colchester	State: VT	Zip Code: 05446
Contractor Mailing Address: 164 Main Street, Suite 2		
City: Colchester	State: VT	Zip Code: 05446
Contract Type: Performance Based		
<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		
Contractor Duns/UEI: VD7BVGK9LHT6		
DUNS/UEI Registered Name (<i>if different than Contractor Name above</i>):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 2/15/2024 Initials: NC SAM Expiration Date: 1/23/2025		
State of Vermont checked for Debarment Exclusions Date: 1/5/2024 Initials: LF Debarment Expiration Date: N/A		
Risk Assessment completed Date: 2/29/2024 Initials: LF		
Single Audit check in Federal Audit Clearinghouse Date: 1/8/2024 Initials: LF		
IRS Form W9 - Request for Taxpayer Identification Number and Certification Date: 2/13/2024 Initials: LF		
Certificate of Insurance Date: 2/15/2024 Initials: LF		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: 2/15/2024 Initials: LF		
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: 1/8/2024 Initials: LF		

SECTION 3 – FUNDING SOURCE	
Awarding Entity:	Vermont Department of Environmental Conservation
Contract #:	06140-2024-CWSP-WID-08
Funding Type:	<input type="checkbox"/> Federal CFDA/ALN #: Program Title: <input checked="" type="checkbox"/> State <input type="checkbox"/> Municipal <input type="checkbox"/> Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION	
<p>CVRPC</p> <p><u>Project Contact/Coordinator</u> Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com</p> <p><u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com</p>	<p>CONTRACTOR</p> <p><u>Project Contact/Manager</u> Name: Evan Fitzgerald Title: Principal Work Phone: (802) 876-7778 Cell Phone (if applicable): Email: evan@fitzgeraldenvironmental.com</p> <p><u>Finance/Billing</u> Name: Lisa Steadman Title: Office Manager Work Phone: 802-876-7778 Cell Phone (if applicable): Email: lisa@fitzgeraldenvironmental.com</p>

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

The following portions of Part 2 – Contract Agreement are amended as follows:

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: Project Development in Berlin, VT. The following milestones must be met by the SUBCONTRACTOR. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBCONTRACTOR shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

Milestone		Deliverable(s)	Completion Date	Cost
1	Kick-off meeting held	Copy of kick-off meeting notes	20 December 2024	\$1,000.00
2	Initial scoping completed	Preliminary phosphorus-reduction estimates	28 February 2025	\$2,500.00
3	Site visits conducted	a) Site visit photos; b) Site visit notes & landowner communications; c) Phosphorus-reduction estimates; and d) Estimated design life	15 May 2025	\$4,833.00
4	Permit needs and project eligibility assessed	a) Documentation of required permits; b) Indication of potential challenges / conflicts for obtaining permit; c) Historic and archeological considerations; and d) Evidence that priority projects meet DEC CWIP Guidelines for Formula grant funding	15 June 2025	\$1,940.00

Milestone		Deliverable(s)	Completion Date	Cost
5	Project Development completed	For 3 – 5 highest priority projects: a) Basic project concept drawings; b) Preliminary cost estimates; c) Potential co-benefits; and d) Recommended next steps for specific development (see detailed list of Task 5 deliverables below).	15 July 2025	\$2,000.00
6	Final Report submitted	a) Narrative summary of all tasks completed b) List of scoping efforts c) List of development efforts: i. Site photos; ii. Barriers to implementation; iii. O & M considerations; iv. Water quality benefits; v. Batch import file / New Project Form for projects absent from WPD	1 August 2025	\$2,030.00
Total Cost				\$14,303

6.3.a: SUBCONTRACTOR will use the reporting template provided by the Winooski River Basin Clean Water Service Provider to submit monthly progress reports. Monthly reports are due by the 15th day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBCONTRACTOR shall submit a monthly progress report stating, 'no progress was made during this reporting period.'

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

Attachment C in the original Master Agreement has been replaced by the following version (updated on 7 December 2023).

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)