

Contract Index for Executive Committee Meeting – 06/02/2025

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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 the advancement of a transportation project known as **CVRPC STP BP24(17)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. High Risk: If at any time the Subrecipient or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures will be imposed in accordance with 2 CFR §200.207.
5. 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.
6. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.
7. Attachments: This Grant Agreement consists of **23** pages including the following attachments which are incorporated herein:

Attachment A –Description of Project and Scope of Work to be Performed by
Subrecipient

Attachment B –Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants Revised October 1, 2024

Attachment D –Other Grant Agreement Provisions

Attachment E –Special Conditions

Attachment F –Applicable Standards and Design Criteria (08/31/2023)

Attachment G –Personnel Requirements and Conditions

Attachment H -Required Submittals, State Liaison, Waiver of Standards and
Modifications of Design Steps, Plans, Documents and Estimates

Attachment I-DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

* * * [Signature page follows] * * *

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 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: CA0885		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: CVRPC STP BP24(17)			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$48,000.00	
		⁶ Total Award Amount: \$48,000.00	
⁷ Award Start Date: 05/02/2025		⁸ Award End Date: 12/31/2027	
		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 # 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: \$12,000.00 Description: Local Match (20%)	
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 %		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6		(Approved rate or current Federal de minimis)		²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
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		\$48,000.00	\$48,000.00	693JJ22530000Y240VTB P24017	03/03/2025	\$275,000,000.00
³⁹ Federal Awarding Agency: Federal Highway Administration (FHWA)		⁴⁰ Federal Award Project Descr: CVRPC STP BP24(17)					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$48,000.00	\$48,000.00			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Scott Robertson		NAME: Reuben MacMartin	
TITLE: Project Manager		TITLE: CVRPC Senior Transportation Planner	
PHONE: (802) 793-2395		PHONE: (802) 262-1020	
EMAIL: Scott.Robertson@vermont.gov		EMAIL: macmartin@cvregion.com	

ATTACHMENT A
DESCRIPTION OF PROJECT AND
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

1. Project Location and Description. The Project is described as follows:

City/Town	Barre-Montpelier-Waterbury
Location	Along US Route 2 and US Rout 302
Description	A scoping study to guide development of a locally owned community-based bike share ‘hub and spoke’ model in the Capital City Corridor (Barre-Montpelier-Waterbury).

2. Subrecipient Assumption of Full Responsibility for the Project. The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

3. Commencement of Work. Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

4. Municipal Project Manager (MPM). All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full-time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

5. Pre-Construction: Duties of MPM. Prior to advertising the Project for construction, the MPM will review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

6. Public Meeting. The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

7. Project Accounting. Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

8. Compliance with FHWA/USDOT Regulations. Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

9. Compliance with Federal, State and Local Requirements. Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

10. Utility and Railroad Relocation and Adjustments. Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

11. Acquisition of Lands or Rights for Construction. Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

12. Expeditious Pursuit of Project. Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

13. Hazardous Material Contamination. Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

14. Maintenance of the Completed Project. If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

15. Personnel Requirements. The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

16. Assignment of State Representative. The State will assign a representative to act as its Project liaison with the Subrecipient.

17. Conformance with Standards. The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

18. Reviews by the State. The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **80%** of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

3. Compliance with Vermont Prompt Payment Act. To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

4. Reimbursement if Project Not Constructed due to Subrecipient. If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

5. Project Costs and Phases. 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:

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$48,000	\$0	\$12,000	\$60,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

6. Excess Costs. The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$0** in State funds and **\$48,000** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

8. Payment of Invoices by the STATE. The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name:	Scott Robertson, Project Manager
Division:	Municipal Assistance Section
Email Address:	Scott.Robertson@vermont.gov

9. Payment of Amounts Found Due by Audit. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

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 GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
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. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
6. **Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
7. **Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.
8. **Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.
9. **Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
10. **Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Subrecipient is aggrieved by the decision of the Director, the Subrecipient may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to

Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).

- 11. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.
- 12. Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. 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/cqit/cargo.cfm>.

ATTACHMENT E
SPECIAL CONDITIONS

1. This project is for scoping only and the scope of the allowable work is limited to the following:
 - Development of Purpose & Need Statement
 - Collection of existing data which may include survey
 - Local Concerns Meeting
 - Resource Identification
 - Preparation of Alternatives with Footprint
 - Preliminary Cost Estimate, to include PE, ROW and Construction costs
 - Development of an Evaluation Matrix
 - Alternatives Presentation Meeting
 - Alternative Selection
2. Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA
August 31, 2023

Current edition of:

- A. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- B. Vermont Agency of Transportation (VTrans) Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- C. VTrans Vermont State Design Standards
- D. VTrans Municipal Assistance Section Guidebook
- E. VTrans Utility Accommodation Plan
- F. VTrans Access Management Program Guidelines
- G. VTrans Hydraulics Manual
- H. VTrans Structures Manual
- I. VTrans Design Exception Procedure
- J. VTrans Right-of-Way Manual
- K. VTrans Policy for CADD standards
- L. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- M. AASHTO Guide for the Development of Bicycle Facilities
- N. AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities
- O. AASHTO Guide for Design of Pavement Structures
- P. AASHTO Specifications for Highway Bridges
- Q. National Association of City Transportation Officials (NATCO) design guidance
- R. U.S. Access Board – Public Right-of-Way Accessibility Guidelines
- S. Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares

- T. Transportation Research Board Highway Capacity Manual
- U. Approved project environmental document
- V. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition RegulationsSystem) (FARS), and 49 (Transportation)
- W. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- X. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28CFR Part 36)

If the Subrecipient believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Subrecipient shall notify the State. The State, after consultation with the Subrecipient, will, in its sole discretion, determine which requirement takes precedence.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

ATTACHMENT H
REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND
MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES

Required Submittals: Draft Scoping Report and Final Scoping Report

State Liaison: **Scott Robertson, Project Manager**

Waivers of Standards: **None**

ATTACHMENT I

**DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E**

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.*

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

STANDARD CONTRACT

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> # <u>1</u>	
Contract Amount: \$77,575	Contract Start Date: 9/4/24	Contract End Date: 8/1/2025	
Contractor Name: Vanasse Hangen Brustlin, Inc. (VHB)			
Contractor Physical Address: 40 IDX Drive, Building 100, Suite 200			
City: So. Burlington	State: VT	Zip Code: 05403	
Contractor Mailing Address: 40 IDX Drive, Building 100, Suite 200			
City: So. Burlington	State: VT	Zip Code: 05403	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input checked="" type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor UEI: GRE7FRHVM919		
UEI Registered Name (if different than Contractor Name above):		
SAM checked for UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 05/29/2025	Initials: nlc	SAM Expiration Date: 01/27/2026
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 08/28/2024	Initials: nlc	Debarment Expiration Date: n/a
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 08/28/2024	Initials: nlc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))		
Date: 08/28/2024	Initials: nlc	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date: 08/28/2024	Initials: nlc	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		
Date: 08/28/2024	Initials: nlc	

Will the Contractor Charge CVRPC for Taxable Purchases? Yes <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.] <div>Date: 08/28/2024 Initials: nlc</div>	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) <div>Date: 08/28/2024 Initials: nlc</div>	
SECTION 3 – FUNDING SOURCE	
Awarding Entity:	State of Vermont, Agency of Transportation
Contract #:	CA0849
Funding Type:	<input checked="" type="checkbox"/> Federal CFDA/ALN #: 20.205 <div><input type="checkbox"/> State Program Title: Transportation Alternatives Program</div> <div><input type="checkbox"/> Municipal</div> <div><input type="checkbox"/> Other Source: (ex. private, non-profit, etc.)</div>
SECTION 4 – CONTACT INFORMATION	
CVRPC <u>Project Contact/Coordinator</u> Name: Reuben MacMartin Title: Senior Transportation Planner Work Phone: 802.262.1020 Email: macmartin@cvregion.com <u>Finance/Billing</u> Name: Dee Gish Title: Finance Manager Work Phone: 802-223-1977 Email: gish@cvregion.com	CONTRACTOR <u>Project Contact/Manager</u> Name: Jenn Conley Title: Director of Transportation Work Phone: 802.497.6191 Cell Phone (if applicable): Email: jconley@vhb.com <u>Finance/Billing</u> Name: Brittany Christie Title: Project Administrator Work Phone: 802.497.6192 Cell Phone (if applicable): Email: bchristie@vhb.com Address if different than Section 1): Mailing: PO Box 845179 City/State/ZIP: Boston, MA 02284-5179

SUBJECT: Agreement # 2024-19, entered into by the Central Vermont Regional Planning Commission, and by the VHB, is amended as follows:

3.B. Agreement Fee. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ 77,575.

Consultant Scope and Cost Proposal – Labor Table.

Mad River Path Corridor Study										
LABOR BUDGET										
		Project Manager	Design Engineer	Senior Engineer	Natural, Historic, Archaeological Resources	Trans Engineer/ Planner	Stakeholder Engagement	Graphics/ GIS	Local Coordination/ Field Reconnaissance	
Task	Task Description	Jennifer Conley	Branden Roberts	Drew Gingras	O'Shea / Ketterling / Honsinger	Evan Haugh	Elisabeth Sundberg / Grace Wehrle	Joe Vanacore	Mad River Path	Total Hours Labor Costs
A	Project Kick-Off Meeting & Project Management									
	Prepare for and Attend Virtual Kick-Off Meeting	4					6			10 \$1,694
	Coordination Meetings and Project Administration	4				4	8			16 \$2,388
B	Compile Base Map/Document Existing Conditions									
	Coordinate and Obtain Data from Town and State					4	4		10	8 \$1,402
	Site Walk / On-Site Review of Existing Conditions					8			20	28 \$1,972
	Develop Base Map Using Existing Information	1			2	8	8			15 \$2,391
	Assess Existing Conditions	1		2	2	6	4	4		15 \$2,462
C	Local Concerns Meeting and Purpose and Need Statement									
	Prepare for and Attend Local Concerns Meeting (In Person)	6					8	8	80	102 \$7,238
	Prepare Purpose and Need Statement	1					2			3 \$476
D	Identify Land Use Context									
	Identify Current and Future Land Uses						2	2		4 \$408
	Identify Current Bicycle / Pedestrian Mobility Facilities						2	4		6 \$608
E	Develop Conceptual Alternatives									
	Identify and Develop Conceptual Alternatives	2	4	8		48	8	12		82 \$10,323
	Generate Conceptual Cost Estimates			2		4		4		10 \$1,215
	Generate Evaluation Matrix	1	1	2		8		8		20 \$2,521
F	Identify Right of Way Issues									
	Incorporate R.O.W. Information into Base Mapping					2	4			6 \$659
G	Identify Utility Conflicts									
	Public and Private Utility Research					2	2	2		6 \$654
	Incorporate Utilities into Base Mapping					2		2		4 \$443
H	Identify Resource Constraints & Permitting Requirements									
	Historical Resources Identification Report				18					18 \$2,878
	Archaeology Report				24					24 \$3,838
	Environmental Reviews				8		4			12 \$1,695
	Summarize Resource Issues/Identify Permitting	2			8					10 \$1,815
I	Alternatives Presentation Meeting									
	Prepare for and Attend Alternatives Meeting	12	1	2			12	8	30	65 \$7,244
J	Preliminary Cost Estimates									
	Finalize Conceptual Cost Estimates		1	2		6				9 \$1,210
K	Preliminary Project Timeline									
	Preliminary Project Timeline			1		2				3 \$407
L	Report Production (and Final Presentation)									
	Draft Report Preparation	2	2	8		10	50	32		104 \$11,768
	Prepare for and Attend Final Public Meeting (In Person)	8					8		30	46 \$4,473
	Final Report Preparation	2	1	1		4	16	12		36 \$4,201
TOTAL HOURS:		46	10	28	62	118	148	98	170	680
TOTAL LABOR COSTS : \$ 12,317			\$1,515	\$4,602	\$9,914	\$14,344	\$15,377	\$9,807	\$8,500	\$76,375
		TOTAL LABOR COSTS:								\$76,375
		Expenses - Printing; Expenses - Mileage: TOTAL EXPENSES:								\$200
										\$1,000
										\$1,200
		PROJECT TOTAL:								\$77,575

All other terms and conditions of this Agreement not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Agreement #2024-19 in its entirety and agrees to be bound by the provisions enumerated therein.

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: David Saladino

Title: Managing Director - Vermont

Date: _____



Internal Reference:
PO # _____
FP # _____

SERVICES AGREEMENT

Between the University of Vermont and State Agricultural College and
Central Vermont Regional Planning Commission

Contact Information

Christian Meyer
Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier VT, 05602
(802) 229-0389 / meyer@cvregion.com]

Time period ("Term")

5-15-25 through 10-15-25

Services to be Performed/Products to be Delivered

Central Vermont Regional Planning Commission ("Provider") agrees to provide the following services and/or products ("Work") to the University of Vermont and State Agricultural College ("UVM") (UVM and Provider each a "Party" and collectively, the "Parties"):

1. Provider is in the business of:
 - a. Coordinating education, planning and outreach with member municipalities in their region.
2. Scope of Work:
 - a. To coordinate the development and implementation of community listening sessions between the Center for Rural Studies and member communities.
3. Schedule of Deliverables (with timetable):
 - a. May 2025- Select potential dates for 1 in-person and at least one online listening session.
 - b. May-June 2025- Coordinate with municipal representatives to get them signed up for listening sessions.
 - c. June, July, August- Host the CRS and municipal representatives for listening sessions.

Provider retains sole and complete discretion over (i) the manner and means of carrying out the Work; and (ii) its activities with third parties as long as such activities do not conflict with UVM's rights pursuant to this Agreement.

Terms of Payment

UVM will pay Provider a flat rate of \$5,000 for these services.

Business expenses are *not* reimbursable: [☒X]

The *total value of the contract*, including any/all reimbursable expenses, is not to exceed \$5,000. Invoices will itemize Work delivered.

Payments are made only after satisfactory completion and acceptance of Work. Any services, products or expenses that exceed or vary from those allowed herein shall not be performed, provided or incurred without UVM's prior written approval.

Time is of the essence in performance and provision of Work. UVM may reject Work and seek Work elsewhere (i) if not satisfactorily completed on specific dates mutually agreed upon by the parties; or (ii) if no date is specified, if delivery of Work is not completed within a reasonable time.

Invoices will be submitted:

- June 30, 2025 for \$2,500
 - Upon successful coordination with the CRS team to engage and sign up municipal representatives for listening sessions.
- October 2025 for \$2,500
 - Upon project finalization including successful completion of one in person listening session and at least one online listening session.

Payable net thirty (30) days, and addressed to:

The Center for Rural Studies
University of Vermont
146 University Place
Michael.Moser@uvm.edu

Upon approval of invoice, payment will be made to Central Vermont Regional Planning Commission.

A final invoice will be required no later than December 2025. Invoices submitted thereafter will not be paid by UVM.

Representations

Provider represents and warrants to UVM that (i) Provider is a professional entity whose staff has the requisite skills, training and tools to perform the Work specified herein; (ii) Provider's staff will use their professional knowledge, care and judgment to perform the Work, in accordance with any applicable federal, state or local law and regulations; and (iii) all Work will be provided in a good and workmanlike manner consistent with standard industry practices.

Independent Contractor Relationship

Provider's relationship with UVM is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Provider is not authorized to make any representation, contract or commitment on behalf of UVM unless specifically requested or authorized in writing to do so by UVM.

Unless otherwise required by law, (i) Provider is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Work and receipt of fees under this Agreement; (ii) no part of Provider's compensation will be subject to withholding by UVM for the payment of any social security, federal, state, workers compensation, or any other employee payroll taxes (and any and all such taxes and withholding shall be the sole responsibility of Provider); (iii) Provider and any of its employees, subcontractors or agents are not UVM employees and are not eligible for any UVM employee benefits, including but not limited to health insurance, and all rights to such benefits are waived; and (iv) the foregoing applies to any third parties Provider may retain in order to fulfill Provider's obligations pursuant to this Agreement. If Provider retains a third party to perform any portion of the Work, Provider remains responsible for all Provider obligations and responsibilities under this Agreement.

Confidential Information and UVM Data

“Confidential Information” means all confidential information of UVM in oral, written, graphic, electronic or other form including, but not limited to UVM’s financial, personal, personal identifying and commercial proprietary information, and any other data or information typically and reasonably considered confidential, that is disclosed, whether orally, visually or in writing to Provider as a result of this Agreement. Confidential Information also includes Provider’s access to or effect on any confidential, sensitive or statutorily-protected UVM content or data (“UVM Data”).

The use of Confidential Information or UVM Data is strictly limited for the purpose of providing Work under this Agreement. Provider shall safeguard Confidential Information and UVM Data from unauthorized use, access or disclosure: (i) meeting all requirements imposed by laws or regulations according to commercially acceptable standards; and (ii) using at least the degree of care it uses to protect its most sensitive confidential information and data. Provider shall not disclose Confidential Information to any third party unless permitted by the terms of this Agreement or to subcontractors who have agreed to maintain confidentiality to the same extent required of Provider under this Agreement. Where Provider or its agents will have access to data protected by statute or regulation (including but not limited to HIPAA or FERPA), Provider will follow all applicable requirements for confidentiality and security of that data.

At the conclusion of the term of this Agreement, Provider must return any such Confidential Information in its possession and destroy any retained copies. Upon UVM’s request, Provider must certify in writing the destruction thereof. Provider will be responsible for any breach of these obligations caused by its employees or representatives.

In the event that Confidential Information is required by law or regulation to be disclosed, Provider shall immediately, after it receives notice, notify UVM in writing of the required disclosure so that UVM may assert whatever exclusions or exemptions may be available to it under such law or regulation.

Access to Records Laws

UVM is subject to the Vermont Public Records Act, 1 V.S.A. §315 et seq. (“PRA”), and may be required to release this Agreement and/or related documents in response to a PRA request. If such a request is made, UVM will (i) protect confidential, proprietary and/or trade secret information to the extent clearly identified by Provider and insofar as permissible under Vermont law; and (ii) notify Provider prior to release of requested information so that Provider may, at its own cost and expense, assert whatever exclusions or exemptions may be available to it pursuant to the PRA.

Work Product

Provider acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of UVM. Provider does hereby, without the need for further documentation, sell, assign, and transfer to UVM, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, and in and to all works based upon, derived from, or incorporating the Work.

Provider shall not use any form of UVM’s name, logo or registered trademarks without first receiving UVM’s written consent, which is in UVM’s sole discretion. Approval may require compliance with UVM licensing requirements, as directed by: <https://www.uvm.edu/policies/licensing-trademarks>

UVM Policies

Provider shall abide by all applicable UVM policies, including but not limited to its (i) *Background and Reference Checks Policy* (V.7.15.2)(see policy for applicability); (ii) *Tobacco and Cannabis-Free Policy* (V.3.17.4)(which applies to all individuals providing goods or services on UVM-owned or leased property and vehicles, and *all vehicles* parked on UVM property); (iii) *Data Breach Notification, Privacy and Information Security Policies* (V.9.1., V.9.2.5 and V.1.7.3 respectively); and (iv) *Payments to Foreign Nationals and Entities Policy*

(V.4.10.3)(which includes the requirement that foreign nationals doing business with the University *from within the U.S.* are required to provide evidence of U.S. non-immigrant visa status). These and other UVM policies are available at: <https://www.uvm.edu/policies>.

Indemnification

Provider will indemnify and hold UVM harmless from and against any claims, actions, liabilities, damages, costs and expenses (including attorneys' fees), regarding but not limited to (i) loss of life, bodily injury or damage to property, arising from any negligent or intentional wrongful act or omission by Provider or any of its employees, agents, representatives or subcontractors; (ii) Provider's violation of applicable federal, state or local law or regulations; or (iii) Provider's material breach of this Agreement.

Limitation of Liability

Except for (i) indemnification obligations, and/or (ii) to the extent covered by insurance (and at a minimum the dollar limits of insurance required pursuant to this Agreement), neither Party shall be liable to the other Party or third parties for any incidental, special, indirect, punitive, exemplary or consequential damages, including but not limited to loss of time, profit or goodwill, or economic loss, as a result of either Party's actions or omissions related to its performance of this Agreement, even if either Party has been advised of or is aware of the likelihood of such damages. UVM's total liability under or in connection with this Agreement shall not in aggregate exceed the fees and expenses paid by UVM.

Insurance

Provider shall obtain and maintain and *provide evidence of* insurance in an amount sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this Agreement, including the following minimum insurance standards:

Professional Liability Insurance: if applicable to cover financial loss to UVM arising out of the acts, errors or omission of the Provider, in an amount not less than \$1,000,000 per claim.

Commercial General Liability Insurance: including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate.

Cyber-risk Liability: If Provider has access to, is responsible to transfer, store, or, as a result of services provided under this Agreement, UVM may suffer data destruction, extortion, breach, and/or theft, in an amount not less than \$5,000,000 per occurrence.

Automobile Liability Insurance: If Provider will drive on UVM premises and use the vehicle to conduct the business that is the subject of this Agreement, in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.

Standard Worker's Compensation - Health/Accident/Disability Insurance:

- (i) Worker's Compensation as required by Vermont state statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate; or
- (ii) If Provider is a sole proprietor for whom Vermont state statute does not require worker's compensation insurance, one of the following is required:
 - (a) the foregoing worker's compensation insurance, or
 - (b) health, accident and disability insurance which Provider warrants will cover all costs and expenses associated with any injuries/illnesses/death arising out of or related to the performance of

Provider's Work in connection with this contract. Provider shall hold UVM harmless from any injury or disability that may result from Work performed in connection with this contract, as permitted by law. Provider will be responsible for any and all costs, including but not limited to medical bills, co-payments and deductibles, not covered by Provider's health/accident/disability insurance as well as any lost work-time/wages due to any injury/illnesses/death.

If the current Certificate of Insurance (COI) *expires* prior to the dates of performance under this Agreement, Provider shall furnish an updated COI (evidencing coverage during the dates of performance) no later than 20 days prior to the start of performance.

In no event may Provider commence Work prior to the effective date of the required insurance. Delay in or failure to obtain a COI shall not constitute a waiver of these requirements nor relieve Provider from any liability or indemnification obligations. Provider's policy or policies shall be considered primary insurance and exclusive of any insurance carried by UVM.

Provider shall name UVM as additional insured on its liability policies (other than Workers Compensation) and *should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.* Any liability coverages on a "claims made" basis should be designated as such on the Certificate.

No Third-Party Beneficiaries

This Agreement shall be binding upon, and inure solely to, the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Project Inquiries

Provider shall not release any Work for publication, advertisement or other purpose without the prior written approval of UVM. Provider agrees to refer any third party or media inquiries regarding the Work promptly to the UVM Communications Office. Provider also agrees to refer any inquiries regarding public rights of access to meetings or documents immediately to the UVM Office of the General Counsel.

Accessibility

Provider shall comply with all federal and state laws and regulations in the provision of Work under the Agreement, including but not limited to, the provision of equally effective, substantially integrated and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act, and the requirements of Section 504 of the Rehabilitation Act.

Termination

This Agreement will expire on [December 31, 2025], the "Termination Date", and may thereafter be renewed only upon mutual agreement of the Parties in writing. Either Party may terminate the Agreement for convenience upon thirty (30) days prior written notice to the other Party. The Agreement may be terminated immediately for material breach upon written notice to the breaching Party.

In the event Provider terminates this Agreement prior to its completion, UVM shall have no further payment obligation and Provider shall promptly refund any prepayments for Work not satisfactorily completed. In the event UVM terminates this Agreement for its convenience prior to the Termination Date, Provider will receive a pro rata contract price based upon the percentage of Work satisfactorily completed as of the Termination Date. If UVM terminates the Agreement for material breach by Provider, Provider will be paid only for Work satisfactorily completed as of the date of notice of termination. Provider agrees that upon notice of termination by UVM, Provider will cease all Work under the Agreement, unless the Parties mutually agree in writing that certain Work

and/or transition services will be completed. Any termination will not affect UVM's continued rights in the Work or Provider's obligations regarding confidentiality of Confidential Information and UVM Data.

Upon any expiration or termination, the Parties shall promptly, as applicable: remit all amounts due and payable; destroy/return Confidential Information and/or UVM Data as described above; return equipment and/or materials; and return all means of access to any UVM facilities, databases and/or other electronic information.

Force Majeure

Neither party shall be liable for delays or any failure to perform due to causes beyond its control, including but not limited to acts of God, storm, fire, flood, earthquake, damage or destruction to facilities, health and/or public safety hazards, disease (including but not limited to any declared or undeclared quarantine, outbreak, epidemic or pandemic), travel or other restrictions (or restrictions based on UVM protocol, directive or policy), labor disturbance, war, civil commotion, shortage or unavailability of labor, governmental law, ordinance, order or regulation, or for any other cause pursuant to UVM policy, and shall have the right to terminate this Agreement on such basis. If this Agreement is terminated pursuant to this Force Majeure provision, all payments made by UVM to Provider shall be promptly refunded, minus reasonable, necessary and documented non-refundable expenses made legitimately by Provider and for which Provider has made best efforts to mitigate damages. The party invoking this Force Majeure provision may terminate this Agreement upon providing written notice (or other reasonable method under the circumstances) to the other party as soon as reasonably practicable.

Waiver

The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by either Party.

Assignment

Neither Party may assign or subcontract this Agreement without the prior written consent of the other.

Non-Discrimination

Provider shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, Provider will not discharge or in any other manner discriminate against employees or applicants (i) based on his/her/their gender identity or (ii) because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

Governing Law

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to the choice of law provisions of any jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Chittenden County, Vermont.

Survival

Any provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any such termination or expiration and continue in full force and effect.

Counterparts and Electronic Signature

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. The Parties understand and agree that they have the

right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Vermont and Federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature and shall be considered an original signature on an original document, including when transmitted as a "pdf" file. Neither party will claim that a Party's electronic signature is not legally binding, or object to the admissibility of this Agreement in any legal proceeding.

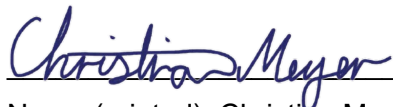
Entire Agreement

This Agreement constitutes the entire understanding between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be modified by mutual agreement of the Parties in writing. To the extent there is any conflict, the terms and conditions of this Agreement shall take precedence over those in any exhibit attached hereto.

AS AGREED BY THE PARTIES:

For Central Vermont Regional Planning Commission:

Signature:



Date: May 21, 2025

Name (printed): Christian Meyer

Title: Executive Director

For University of Vermont:

Signature:

Date: _____

Name (printed):

Title: Purchasing and Contract Specialist