



## Central Vermont Regional Planning Commission

November 3, 2025 – Contract Index

### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

(Contracts and agreements valued at more than \$25,000)

**\*\*Please note that each contract name is a URL link to the contract**

[Agency of Transportation – FFY2026 TPI Work Program](#)

### CONTRACTS ISSUED

(Contracts and agreements valued at more than \$25,000)

[Friends of the Winooski River – Tyler Place Trib Riparian Buffer Planting \(CVRPC Agreement #2024-11.07\)](#)

[The Ijaz Group](#)

### FOR INFORMATION ONLY

(Contracts, agreements, and amendments valued at \$25,000 or less or that extend performance period.

### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

N/A

### GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

[LamCo Cleaning LLC](#)

[Friends of the Winooski River – Graber Riparian Buffer Planting \(CVRPC Agreement #2024-11.08\)](#)

[Friends of the Winooski River – GMC & VTACT Riparian Buffer Planting \(CVRPC Agreement #2024-11.09\)](#)

[Friends of the Winooski River – SHO Riparian Buffer Planting \(CVRPC Agreement #2024-11.10\)](#)

**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 **38** 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
  - 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: \_\_\_\_\_



**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 2026 Transportation Planning Initiative**

Federal Fiscal Year: October 1, 2025 to September 30, 2026

Approved by: TAC 23 September 2025; Executive Committee 2 September 2025

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#### **EXHIBIT 1: WORK PROGRAM**

##### **Purpose and Summary**

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2026 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 2026 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-TPI Monthly Meetings*

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

#### *TPI Task 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) Submit completed performance indicator template by June 30, 2026
- d) Submit a list of completed planning projects by June 30, 2026
- e) 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.

#### *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, Office Administrators

**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 FY26 Annual Report and VAPDA SFY2026 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-State Transportation Improvement Program*

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

Support including:

- a) Assist VTrans to publicize the public hearings(s) and distribute the notice with the TAC and affected municipalities.
- b) Participate in a STIP public hearing.

### *TPI Task 2.2-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.

- a) Conduct a minimum of four engagement activities (see guidance for recommendations)
- b) Provide report on TDM-related activities conducted during the SFY26 (July-June) by September 30, 2026.

### *TPI Task 2.3-Road Supervisors Meetings & Vermont Local Roads Coordination*

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

- a) Coordinate scheduling of regional meetings. Host at least two Regional Road Foreman meetings per year; provide meeting notice to VLR, VTrans District personnel and VTrans Planning Coordinator.
- b) Notify VLR and VTrans District staff of municipal personnel changes (Road Foreman, Public Works Director, etc.) to enable outreach to new staff



- c) Awareness of and participation in relevant training opportunities offered through the VTrans Training Center (VTTC) and VLR

*TPI Task 2.4-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.

- a) Read Strategic Highway Safety Plan
- b) Assist with public outreach and dissemination of information with a focus on underserved communities.
- c) Participate in and collaborate on events organized by the OSB Safe Systems Unit
- d) Assist VTrans OSB Safe Systems Unit to identify stakeholders to engage on safety initiatives

*TPI Task 2.5- 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

- a) Airspace Protection:
  - a. Educate & conduct outreach to municipalities, as applicable, regarding how to incorporate airspace protection into local municipal plans, land regulations, and communications with developers to engage in best practices in land development that may require FAA notification.
  - b. Monitor for development occurring around the airport with respect to airspace protection and ground transportation to airports.
- b) Multimodal Connectivity
  - a. Assist with the coordination of planning and public involvement activities during state-owned airport planning activities to ensure connectivity between modes.
  - b. Incorporate state aviation goals or contents into long range regional planning efforts.
- c) Attend Local Airport Commission meetings and provide support where needed.
- d) Attend at least 1 of 4 Vermont Aviation Advisory Council quarterly meetings (VAAC).
- e) Invite or enhance communication by having an aviation representative participate in Commission's TAC

*TPI Task 2.6- Human Services Transportation Coordination*

Coordinate implementation of a multi-year plan to ensure adequate access to essential services is available to the public and underserved populations (including elders and persons with disabilities).

- a) Submit updated Committee Annual work plan, goals and objectives by June 30, 2026.
- b) Organize and facilitate regular Committee meetings at least 4 times a year by September 30, 2026
- c) RPCs shall be the leading agency for these meetings.
- d) RPCs are responsible for ensuring meetings comply with Vermont Open Meeting law and engage the full spectrum of providers of services and representatives of those needing rides.
- e) Include your VTrans Planning Coordinator and Public Transit Coordinator on Committee correspondence.
- f) Continue to expand scope of Regional O&D Committee to include Medicaid, Recovery & Job Access, and other client-based transportation services, with the view of evolving the committee into a Regional Mobility Committee concept in FFY26
- g) Coordinate with VTrans and Public Transit Provider(s) to expand tracking of denials and unmet needs
- h) Assist Committees with evaluating the data and potential.
- i) Help VTrans with centralized tracking of defined O&D basic information.
- j) Attend the annual O&D Summit (rotates between virtual and in-person).
- k) Assist VTrans with organizing the annual O&D Summit, particularly assisting with outreach and being a liaison to the O&D Committees.
- l) Participate in discussion of how to incorporate equity principles and practices into the O&D program and regional committees' practices.

*TPI Task 2.7- Complete Streets Coordination*

Partner with VTrans to provide training on complete streets to municipalities and support municipalities in complete streets compliance reporting to VTrans

- a) Assist VTrans with development of municipal training
- b) Collect Municipal Complete Streets Compliance Forms (see guidance)

*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: Complete streets reporting; O&D workplan and hosting O&D Committee meetings; Airport Committee and Aviation Council participation and tracking of aviation participation in TAC; Participation in Highway Safety Office events and initiatives; Host and track participation in Road Foreman meetings; TDM activity reporting; STIP outreach and participation in annual hearing.

### **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 26 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 3.2-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.
- b) Assist VTrans in outreach to local officials and the public
- c) Provide Regional Plan language relevant to Statewide plans as requested
- d) Provide data to support state level efforts

#### *TPI Guidance Task 3.3-Regional Planning Initiatives*

1. Demonstration Projects (Noteworthy Efforts for October TPI Meeting):  
 Provide technical assistance to municipalities in planning and implementing temporary and evaluative transportation-related demonstration projects on the federal-aid system.
  - a. Prepare application materials and participate in consultation meetings, as outlined in guidance.
  - b. With purchase approval from VTrans, direct purchase, on behalf of municipalities, of common demonstration project consumable supplies/materials, such as tape and paint, in accordance with VTrans materials requirements, and using the RPCs approved procurement procedures. Materials eligible for reimbursement through TPI must demonstrate applicability to an approved demonstration project on State Highway Right-of-Way (i.e., approved Section 1111 Permit) or occur on a Class 1 Town Highway.
  - c. Assist in public engagement plan development and implementation.
  - d. Data tracking throughout the project lifecycle.

- e. Conduct a pre- and post- demonstration evaluation to determine project's success based on project goals as identified in the Section 1111 permit.
- 2. Corridor Planning:  
Identify short-term stakeholder recommendations to implement in combination with asset management projects and long-term needs that may be addressed through other VTrans and municipal programs.
  - a. As requested, provide available information, reports, data, etc. related to a selected project area.
  - b. As requested, coordinate municipal and stakeholder engagement, including meeting logistical support and outreach to ensure participation by a broad range of local stakeholders.
- 3. Safe Routes to School (Noteworthy Efforts for June TPI Meeting):  
Promote access to resources and materials that support and encourage roadway safety around schools and provide support as a Regional Expert.
  - a. General outreach to increase program awareness and participation of schools and municipalities (i.e. disseminate information, provide highlights for SRTS newsletter, etc.).
  - b. Assist in targeted outreach to gather programmatic feedback on SRTS engagement.
  - c. Conduct any of the following program support activities that could include but are not limited to:
    - i. Collect data to inform project planning and evaluation of project success.
    - ii. Serve on a working group, individual school or district-wide, to aid program success.
    - iii. Assist with the identification and engagement of relevant local and regional resources.
    - iv. Support the creation of (or update to) a School Travel Plan.

*TPI Guidance Task 3.4-Public Transit Planning*

- a) Public Transit Route Performance Analyses: Assist GMT with developing strategies to increase ridership and decrease the cost of providing service on struggling routes. May include land use, boarding, and routing analyses; surveys; and demographic analysis.
  - a. Conduct a study of seasonal transit services
- b) Transit planning and outreach assistance: Assist GMT with any transit planning efforts and aid with outreach strategies and implementation.
- c) Public Transit Board Membership: Serve on the GMT Board and related committees.
- d) Transit studies: Participate transit pilot projects in appropriate capacities.
- e) Electric bus pilot studies: Participate in electric bus pilot studies in appropriate capacities.

- f) Public Transit Asset Management Plan: Assist VTrans with outreach activities related to this plan.

*TPI Guidance Task 3.5-Environmental Policy & Planning*

- a) Assist VTrans in outreach to local officials and the public on and support general environmental planning activities.
- b) Participate in working groups and/or committees as requested by VTrans
- c) Attend and encourage municipal staff to attend training related to general environmental topical areas (ie Highways and Habitats, Rivers and Roads, etc).

*TPI Guidance Task 3.6-Active Transportation Planning*

Support the Active Transportation team through engagement in the implementation of the VTrans 2021 Bicycle and Pedestrian Strategic Plan (BPSP) and active transportation facility planning.

- a) Conduct Bicycle and Pedestrian planning as needed within region through regional level planning and/or technical support to individual municipalities
- b) Update bike/ped layers by collecting municipal bicycle and pedestrian facility data to maintain baseline facility information.

*TPI Guidance Task 3.7-Rail Planning Coordination*

Coordinate Regional planning with Statewide rail planning through public outreach and dissemination of information about state programs, availability of intermodal connections with passenger rail, and freight rail opportunities. Maintain viability of industrial zoned parcels with access to active freight rail for multimodal use now or in the future and encourage the reactivation of underused priority parcels.

- a) Enhancing multi-modal access to Amtrak to seek solutions to the last mile issues, such as wayfinding and parking
- b) Assist with public outreach and dissemination of information
- c) Attend at least one of the quarterly VT Rail Advisory Committee (VRAC) Meetings
- d) Operation lifesaver advertisement/presentation
- e) Distribute VTrans press release and/or share RPC efforts on this task
- f) Share information with shippers and receivers about freight rail opportunities
- g) Engage in or support intermodal rail access planning through the following activities:
  - a. Create and/or update an inventory of parcels zoned for industrial and/or commercial uses that are or could be served by freight rail. Access spurs may be in working or non-working conditions.
  - b. Collaborate with municipalities/economic development partners to prioritize parcels based on the regional needs and identify potential locations to establish

or enhance intermodal freight use.

- c. Coordinate with state/local stakeholders to increase awareness of viable parcels and help market priority parcels in a strategic manner to encourage use of such locations.
- d. Identify industrial parcels to bring into use for the statewide Rail & Freight Plans that have brownfield issues

*TPI Guidance Task 3.8-Highway Safety Planning*

Support the Highway Safety Improvement Program (HSIP)

- a) Create general awareness among Transportation Advisory Committee (TAC) members of emerging highway safety concepts, including systemic safety.
- b) Review regional safety needs based on the screenings performed by VTrans and encourage municipalities to apply for safety grant opportunities.
- c) Coordinate and attend Road Safety Audit Reviews when requested by VTrans
- d) Explain and help facilitate VTrans assistance for municipalities both through technical support and coordination when appropriate on State Highways
- e) Provide technical assistance to municipalities regarding safety concerns and questions on local system roadways
- f) Support efforts to improve delivery of safety improvements on local-system roads, working to identify and develop an appropriate process that ensures compliance with Federal funding requirements without unduly burdening municipalities or delaying the work.

*TPI Task 3.9-Transportation Energy Planning*

Support communication and coordination regarding ongoing transportation energy efficiency planning efforts. Increase public awareness/education related to statewide carbon reduction targets and strategies to reduce greenhouse gas (GHG) emissions from the transportation sector as set by VT's Global Warming Solutions Act, and related Climate Action Plan and Comprehensive Energy Plan. Assist with the statewide deployment of electric vehicle charging infrastructure in Vermont including locating feasible sites, engaging the public, and strengthening state-local partnerships.

- a) Assist VTrans with outreach to local officials and general public on EV charging and statewide transportation energy efficiency priorities
- b) Encourage parties interested in hosting EVSE to document interest in the [Vermont EVSE Host & Service Provider Questionnaire](#)
- c) Coordinate with VTrans as additional guidance becomes available
- d) Pursue additional climate and energy-related work conditional on confirmation of eligibility

*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. With purchase approval from VTTrans, acquire and maintain a library of demonstration project materials to make demonstrations financially viable for member municipalities. Seek additional grant funding where feasible for demonstration project materials and project implementation.
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:** Updates to the Regional Transportation Plan; Rail Plan priority parcels list; Participation in Monthly TPI Roundtable.

#### **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-Traffic Counts*

Conduct vehicular traffic counts and submission to VTrans

*TPI Tasks 4.2-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 4.3-State and Municipal Park and Ride Counts*

Compile data on park and ride usage to track capacity.

*TPI Task 4.4-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 4.5-Town Road Surface Data Verification*

- a) Review and verify the surface classification (6 categories) for ALL Class 2, 3, and 4 town highways per municipality in the region. RPCs should prioritize changes to paved surfaces or removal of paved surfaces.
- b) Report road centerline issues identified during surface type review, such as changes to alignment, missing town highways, segments that have been taken out of service, or other inaccuracies that present themselves in the VTrans RDS data layer.
- c) Submit comments on the road surface data in the provided application. RPCs should target completing this task by September 30, 2026.

*TPI Task 4.6-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 4.7-Public Transit Bus Stop Inventory*

Field inventory of public transit bus stops.

*TPI Task 4.8-Resilience Data*

- a) Assist with failure and vulnerability variables for 2023 and 2024 Detailed Damage Inspection Reports (DDIRs) to update the Transportation Resilience Planning Tool (TRPT)
- b) Consult the Resilience Improvement Plan (RIP) and TRPT in assisting municipalities with Local Hazard Mitigation Plans (LHMPs) and other projects
- c) Provide input for Reducing Repeat Damage tool
- d) Provide list of any planned or completed projects in RIP priority locations

*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; updated TRPT variables and resilience projects list; field inventory of bus stops, input municipal bridge and culvert data into VTCulvert online platform, provide town highway surface and class data, town highway major collector infrastructure updates.

<b>TASK 5. Project Development Overview</b>
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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.-VSPS2*

Incorporate local and regional priorities in the selection of projects funded in the VTrans Capital Program.

- a) Attend meetings and trainings related to the prioritization process and execution.
- b) Implement the prioritization process as appropriate with consultation of local stakeholders (municipalities and TAC) including review of provided draft project list and submitting regional scoring and information according to the timelines provided
- c) As requested, assist the VTrans consultant in the Regional Project Refinement process with facilitating the advancement of the regional project priority.
- d) As needed, review and provide feedback on VPSP2 (i.e., guidance materials, incorporation of additional transportation modes, etc.).

*TPI Task 5.1.2.-New Project Summaries for Asset Management*

Assemble a framework of location specific information to inform the initial stages of design for a capital project and incorporate local and regional perspectives into the Agency's pre-design information gathering process.

- a) Provide input on NPS questionnaire with an emphasis on regional and local context.
- b) Inform VTrans of relevant plans and planning efforts specific to the corridor.
- c) Submit regional and local input through the NPS questionnaire according to timeline defined at onset of request. CC VTrans Planning Coordinator on submittal.

*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.

- a) Project Definition & Development
  - a. Identify key local/regional stakeholders and help to ensure key stakeholders are engaged.
  - b. Ensure outreach plan is tailored to the local community.
  - c. Help VTrans to identify and understand local and regional issues and concerns.
  - d. Assist municipalities in completing Local and Regional Concerns Questionnaire
  - e. Participate in information gathering discussions with identified stakeholders, when appropriate.

- f. Attend Regional Concerns and Alternatives meetings held with municipality(ies).
  - g. Review and provide comments on Scoping, Preliminary, and Final project plans as appropriate.
  - h. Coordinate with adjacent RPCs when a project will have cross-regional impacts.
  - i. As necessary, assist VTrans with communications to municipality(ies) to ensure completion of required submittals (e.g., questionnaire, preferred alternatives acceptance letters, cost share agreements etc.)
  - j. As needed, assist the municipality to identify and notify affected stakeholders (property owners, businesses, etc.) who may be impacted by a road closure.
- b) Construction Projects
- a. Update any information provided during the Project Definition and Development stage that may need updating– for example changes in contact information and any changes to local context.
  - b. Help VTrans identify and understand local and regional issues and concerns.
  - c. Alert VTrans if any potential issues are developing.

*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; participation in project outreach efforts as requested; NPS questionnaire input.

## **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 6.0-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

## **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](mailto: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.
4. Advanced payments may be made upon approval of a written request for payment from the Subrecipient.
5. 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.
6. 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>
7. 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.

8. 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.
9. 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.
10. 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.
11. 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 2026 TPI Work Program**

**Regional Planning Commission: CVRPC**

**Date:**

<b><u>Task #</u></b>	<b><u>Task Description</u></b>	<b><u>Agreement Amount</u></b>
Task 1	Administration	\$ 40,705.50
Task 2	Public Participation and Coordination	\$ 21,377.60
Task 3	Planning	\$ 142,079.87
Task 4	Data Collection & Management	\$ 46,373.47
Task 5	Project Development Planning	\$ 4,284.17
Task 6	Municipal Roads General Permit (MRGP) Support	\$ 2,254.39
<b>Sub-Total</b>	<b>Tasks 1 - 6 only</b>	<b>\$ 257,075.00</b>
Task 8	State Owned Rail Trails	\$ -
Task 9	Other Planning Activities	\$ -
<b>Total</b>	<b>All Tasks</b>	<b>\$ 257,075.00</b>



**Exhibit III – Budget Detail by Expense Category**  
**FFY 2026 TPI Work Program**

**Regional Planning Commission: CVRPC**

**Date:**

**1. Regional Planning Commission Staff:**

<b>Staff Position</b>	<b>Hours</b>	<b>Rate (\$/hr)</b>	<b>Cost</b>
Executive Director	140	\$66.37	\$ 9,291.80
Transportation Sr. Planner	990	\$45.06	\$ 44,609.40
Transportation/EM Planner	740	\$47.05	\$ 34,817.00
Planner	595	\$36.41	\$ 21,663.95
Natural Res. Planner	35	\$35.47	\$ 1,241.45
Administrative Staff	45	\$41.09	\$ 1,849.05
Natural Res. Sr. Planner	50	\$51.11	\$ 2,555.50
Land Use Planner	140	\$44.49	\$ 6,228.60
Comm. Dev. Planner	140	\$43.71	\$ 6,119.40
Energy Planner	80	\$37.19	\$ 2,975.20
Plan. Tech. 1	400	\$19.38	\$ 7,752.00
Plan. Tech. 2	400	\$19.38	\$ 7,752.00
Plan. Tech. 3	0	\$19.38	\$ -
<b>Total Hours</b>	<b>3,755.00</b>	<b>Total Staff</b>	<b>\$ 146,855.35</b>

**2. Indirect Cost:**

<b>Indirect Rate (\$/hr)</b>	<b>Cost</b>
62.00%	\$ 91,050.32

**3. Direct Costs:**

	<b>Cost</b>
Contractual	\$ 3,966.17
Travel	\$ 5,000.00
Supplies	\$ 300.00
Data/Ref	\$ -
Postage	\$ 800.00
Phone	\$ -
Copies/Printing	\$ -
Meetings	\$ 3,000.00
Equipment	\$ 6,103.16
<b>Total Direct</b>	<b>\$ 19,169.33</b>

**4. Consultant(s):**

	<b>Cost</b>
Contractual	\$ -
Travel	\$ -
Equipment	\$ -
Supplies	\$ -
	\$ -
<b>Total Consultant(s)</b>	<b>\$ -</b>

<b>Total for All Expense Categories (1-4)</b>	<b>\$ 257,075.00</b>
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Exhibit IV – Time by Task by Cost Summary

FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC

Date:

A. PERSONNEL (Hours by Task):

Task #	Task Description	Executive Director	Transportation Sr. Planner	Transportation /EM 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	35	170	110	0	10	0	0	10	10	0	15	15	0	375
2	Public Participation/ Coordination	15	120	100	0	25	20	0	0	0	5	5	5	0	295
3	Planning	80	570	280	575	0	25	25	130	130	55	80	80	0	2030
4	Data Collection & Management	5	100	200	20	0	0	25	0	0	20	300	300	0	970
5	Project Development Planning	5	20	30	0	0	0	0	0	0	0	0	0	0	55
6	MRGP Support	0	10	20	0	0	0	0	0	0	0	0	0	0	30
Sub-Total (Tasks 1-6) (Hours)		140	990	740	595	35	45	50	140	140	80	400	400	0	3755
8	State-Owned Rail Trails														0
9	Other Activities														0
Total (All Tasks) (Hours)		140	990	740	595	35	45	50	140	140	80	400	400	0	3755

B. OTHER DIRECT COSTS:

Task #	Task Description	Contractual	Travel	Supplies	Data/Ref	Postage	Phone	Copies/Printin g	Meetings	Equipment	Total Direct (\$)
1	Administration	\$ -	\$ 5,000.00	\$ 300.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 3,000.00	\$ 4,103.16	\$ 13,203.16
2	Public Participation/ Coordination										\$ -
3	Planning	\$ 3,966.17								\$ 2,000.00	\$ 5,966.17
4	Data Collection/Management										\$ -
5	Project Development Planning										\$ -
6	MRGP Support										\$ -
Sub-Total (Tasks 1-6) (\$)		\$ 3,966.17	\$ 5,000.00	\$ 300.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 3,000.00	\$ 6,103.16	\$ 19,169.33
8	State-Owned Rail Trails										\$ -
9	Other Activities										\$ -
Total (All Tasks) (\$)		\$ 3,966.17	\$ 5,000.00	\$ 300.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 3,000.00	\$ 6,103.16	\$ 19,169.33

**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

Rate		66.37	45.06	47.05	36.41	35.47	41.09	51.11	44.49	43.71	37.19	19.38	19.38	19.38					
Task #	Task Description	Executive Director	Transportation Sr. Planner	Transportation /EM 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 Staff	Indirect	Direct	Consultant 1	Total Cost
1	Administration	\$ 2,322.95	\$ 7,660.20	\$ 5,175.50	\$ -	\$ 354.70	\$ -	\$ -	\$ 444.90	\$ 437.10	\$ -	\$ 290.70	\$ 290.70	\$ -	\$ 16,976.75	\$ 10,525.59	\$ 13,203.16		\$ 40,705.50
2	Public Participation/ Coordination	\$ 995.55	\$ 5,407.20	\$ 4,705.00	\$ -	\$ 886.75	\$ 821.80	\$ -	\$ -	\$ -	\$ 185.95	\$ 96.90	\$ 96.90	\$ -	\$ 13,196.05	\$ 8,181.55	\$ -		\$ 21,377.60
3	Planning	\$ 5,309.60	\$ 25,684.20	\$ 13,174.00	\$ 20,935.75	\$ -	\$ 1,027.25	\$ 1,277.75	\$ 5,783.70	\$ 5,682.30	\$ 2,045.45	\$ 1,550.40	\$ 1,550.40	\$ -	\$ 84,020.80	\$ 52,092.90	\$ 5,966.17		\$ 142,079.87
4	Data Collection/Management	\$ 331.85	\$ 4,506.00	\$ 9,410.00	\$ 728.20	\$ -	\$ -	\$ 1,277.75	\$ -	\$ -	\$ 743.80	\$ 5,814.00	\$ 5,814.00	\$ -	\$ 28,625.60	\$ 17,747.87	\$ -		\$ 46,373.47
5	Project Development Planning	\$ 331.85	\$ 901.20	\$ 1,411.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,644.55	\$ 1,639.62	\$ -		\$ 4,284.17
6	MRGP Support	\$ -	\$ 450.60	\$ 941.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,391.60	\$ 862.79	\$ -		\$ 2,254.39
Sub-Total (Tasks 1-6) (\$)		\$ 9,291.80	\$ 44,609.40	\$ 34,817.00	\$ 21,663.95	\$ 1,241.45	\$ 1,849.05	\$ 2,555.50	\$ 6,228.60	\$ 6,119.40	\$ 2,975.20	\$ 7,752.00	\$ 7,752.00	\$ -	\$ 146,855.35	\$ 91,050.32	\$ 19,169.33		\$ 257,075.00
8	State-Owned Rail Trails	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
9	Other Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Total (All Tasks) (\$)		\$ 9,291.80	\$ 44,609.40	\$ 34,817.00	\$ 21,663.95	\$ 1,241.45	\$ 1,849.05	\$ 2,555.50	\$ 6,228.60	\$ 6,119.40	\$ 2,975.20	\$ 7,752.00	\$ 7,752.00	\$ -	\$ 146,855.35	\$ 91,050.32	\$ 19,169.33		\$ 257,075.00

**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 statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.
- 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/cqit/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: Central Vermont Regional Planning Commission

Signature: 

Name of Official: Christian Meyer

Title: Executive Director

Date of Execution: 9/25/2025



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

June 9, 2025

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 FY26

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 **62.00%** for July 1, 2025, through June 30, 2026 based on CVRPC's audited costs for FY2024. 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](mailto:kara.j.mayo@vermont.gov)



## 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 9/3/2024 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 September 25, 2025.

BY: Christian Meyer

NAME: Christian Meyer

TITLE: Executive Director



4 November 2025

Michele Braun, Executive Director  
Friends of the Winooski River  
PO Box 777  
Montpelier, VT 05601

RE: Tyler Place Trib Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **Tyler Place Trib Riparian Buffer Planting**. The total cost estimate for this work is **\$25,572**.

Under the terms of the Master Agreement, dated 3 May 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 hereby amended as follows:

## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #2024-11.07	Amendment <input type="checkbox"/>	
Contract Amount: \$25,572	Start Date: 4 Nov 2025	End Date: 1 Aug 2026	
Contractor Name: Friends of the Winooski River			
Contractor Physical Address: 46 Barre Street			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: PO Box 777			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
SECTION 2 – CONTRACTOR INFORMATION			
Contractor Duns/UEI: TMSAEQ3G9KA7			
DUNS/UEI Registered Name (if different than Contractor Name above):			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025			
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A			
Risk Assessment completed Date: 29 November 2023 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: 6 March 2025 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: ☐ Federal CFDA/ALN #:   
 Program Title:   
☒ State   
☐ Municipal   
☐ Other Source: (ex. private, non-profit, etc.)

### SECTION 4 – CONTACT INFORMATION

#### **CVRPC**

##### Project Contact/Coordinator

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

##### Finance/Billing

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

#### **CONTRACTOR**

##### Project Contact/Manager

Name: Michele Braun  
 Title: Executive Director  
 Work Phone: 802.279.3771  
 Email: michele@winooskiriver.org

##### Finance/Billing

Name: Michele Braun  
 Title: Executive Director  
 Work Phone: 802.279.3771  
 Email: michele@winooskiriver.org  
 Name: Michele Braun

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: John Fowler Road Riparian Buffer Planting. 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 SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	\$1,598
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	\$1,200
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	\$3,196
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	\$1,598
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	\$799
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	\$14,384

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	\$2,797
<b>Total Cost</b>				<b>\$25,572</b>

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 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)

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## STANDARD CONTRACT

### Interim Accounting Services

Part 1 – Contract Detail		
<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____	
Contract Amount: \$45,000	Contract Start Date: 10/01/2025	Contract End Date: 6/30/2026
Contractor Name: The Ijaz Group		
Contractor Physical Address: 12528 Yates Ford Road		
City: Clifton	State: VA	Zip Code: 20124
Contractor Mailing Address: PO Box 319		
City: Clifton	State: VA	Zip Code: 20124
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 "      Performance Period "      Scope of Work " Other " (please specify)		
<b>SECTION 2 – CONTRACTOR INFORMATION</b> (to be completed by CVRPC)		
Contractor UEI: J6NJBFI6WP35		
DUNS Registered Name <i>(if different than Contractor Name above)</i> : The Ijaz Group, LLC		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/pages/public/index.jsf">https://sam.gov/SAM/pages/public/index.jsf</a> . Print Screen Must be Placed in Contract File)		
Date: 10/28/25	Initials: nlc	SAM Expiration Date: 03/04/26
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)		
Date: 10/28/25	Initials: nlc	Debarment Expiration Date: N/A
Risk Assessment completed. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 10/28/25	Initials: nlc	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 10/28/25	Initials: nlc	
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 10/28/25	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: 10/28/25 Initials: nlc

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

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

Date: 10/28/25 Initials: nlc

Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes ☐ No ☒

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

Date: 10/28/25 Initials: nlc

### SECTION 3 – FUNDING SOURCE

Funding Type:	<input type="checkbox"/> Federal	CFDA #:	Program Title:
		FAIN:	Amount of Federal Funding: \$
		Federal Awarding Agency:	
		Federal Award Date:	Project Description:
	<input type="checkbox"/> State	Contract #:	
	<input checked="" type="checkbox"/> Other	Source: Administration (incorporated into indirect rate)	

## SECTION 4 – CONTACT INFORMATION

**CVRPC**

## Project Contact/Coordinator

Name: Christian Meyer  
Title: Executive Director  
Work Phone: 802-229-0389  
Email: [meyer@cvregion.com](mailto:meyer@cvregion.com)

Finance/Billing

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

**CONTRACTOR**

## Project Contact/Manager

Name: Ahsan Ijaz  
Title: Chief Executive Officer  
Work Phone: 703-622-8890  
Email: [aijaz@ijazgroup.com](mailto:aijaz@ijazgroup.com)

## Finance/Billing

Name: Ahsan Ijaz  
Title: Chief Executive Officer  
Work Phone: 703-622-8890  
Email: [aijaz@ijazgroup.com](mailto:aijaz@ijazgroup.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 Ijaz Group LLC with its principal place of business at 12528 Yates Ford Road, Clifton, VA 20124 (hereafter called “Contractor”). Contractor’s form of business organization is limited liability company. 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 interim accounting services relating to CVRPC. 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 \$45,000.

**4. Contract Term.** The period of contractor’s performance shall begin on October 1, 2025 and end no later than June 30, 2026.

**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 ☒ 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 Contractor by giving written notice at least 30 days in advance.

**8. Attachments.** This contract consists of 20 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

Attachment D - Provisions for Federally Funded Agreements

Attachment E - Other Provisions

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



- 1) Standard Contract
- 2) Attachment E (if applicable)
- 3) Attachment D (if 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: Ahsan Ijaz  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

## **ATTACHMENT A**

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### **Scope of Work to be Performed**

**Objective:** The Contractor shall perform accounting services including full charge bookkeeping, preparing for and participating in the Commission's FY2025 audit. If requested, services may also include training financial management staff, adapting and strengthening internal controls, and updates to the existing financial system. This service period begins October 1, 2025 and will not be expected to extend beyond June 30, 2026. Nothing in this agreement bars CVRPC from entering into a new service agreement following a standard procurement process.

#### **ACTIVITY(S) TO BE PERFORMED**

- 1) Perform Accounting Services. Typical services include, but are not limited to:
  - Payroll including tax and benefit payments and reporting.
  - Invoicing and record deposits
  - Payables (CVRPC will code for appropriate jobs and items)
  - Reconciling cash accounts
  - Provide monthly financial statements and a monthly financial report for the Executive Director and Executive Committee
  - Participate in monthly Executive Committee meetings as requested to report on finances
  - Update the financial system as needed to improve performance and to accommodate changing requirements
  - Complete accounting and fiscal agent services for the outside organizations served by CVRPC
  - Preparation and negotiation of the indirect cost proposal
  - Work with CVRPC's Office Manager to:
    - identify where internal controls should be strengthened,
    - document modifications to internal controls and administrative procedures affected by accounting services, and
    - identify policies and procedures that CVRPC should develop or update
  - Other duties as necessary
- 2) Prepare for and Participate in CVRPC's Annual Audit. Typical services include, but are not limited to:
  - Assemble and prepare documents required by the auditor
  - Verify and, if necessary, reconcile revenues and expenses
  - Prepare schedule of federal expenditures
  - Reconcile year end expenses and bank statements
  - Reconcile payroll taxes with reporting
  - Update equipment inventory
  - Update depreciation schedule
  - Prepare list of year-end accounts payable and accrued expenses
  - Reconcile deferred grant revenue and refundable advances from funders
  - Reconcile of net assets classifications
  - Participate in audit field work and response to questions and requests from the auditor

- Complete other duties as necessary

3) Other Services (as requested by CVRPC)

- Advise CVRPC on adapting and strengthening internal controls.
- Provide input into documentation of administrative procedures as they relate to financial system management.
- Assist CVRPC in hiring financial staff if CVRPC elects to do so at the conclusion of this contract. This would include advising CVRPC on skills and knowledge required, reviewing resumes, participating in interviews, and other tasks requested by CVRPC. The decision on which candidate to hire will be made by CVRPC.
- As appropriate, train CVRPC financial staff to operate the financial system successfully.
- Insure the updated financial system is operating as intended if run by CVRPC staff for an additional one-year period beyond the advertised 3-year term of this contract.

The Contractor will work with CVRPC's Office Manager. The Office Manager will complete financial filing, track Paid Time Office from information in QuickBooks, enter payables, enter credit card transactions, mail payments, and complete other clerical work associated with finance. The full scope of the Office Manager's assistance will be negotiated between CVRPC and the Contractor.

## **PERFORMANCE MEASURES**

### Milestones

Working with CVRPC's Executive Director and Secretary/Treasurer:

- Prepare invoices for grants and agreements monthly or as otherwise required by specific grants, agreements, and contracts.
- Pay bills on time and no less than bi-weekly.
- Prepare monthly financial statements with an accompanying written report for the Executive Committee at least one week prior to the Committee's monthly meeting.
- Prepare for the audit by September 15<sup>th</sup> of each year. Participate in the audit, which is generally scheduled for mid-September through early October each year. CVRPC's audit must be completed and submitted to agencies by November 30<sup>th</sup> annually.
- Develop CVRPC's indirect cost proposal for review and signature by the Executive Director and submittal to the Vermont Agency of Transportation by December 31<sup>st</sup> annually.

### Requirements

CVRPC's financial information system must meet requirements in 2 CFR Part 200, requirements for State of Vermont grantees and contractors, other applicable laws and requirements, and best management practices.

## ATTACHMENT B

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### Payment Provisions and Monitoring & Reporting Requirements

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#### PAYMENT PROVISIONS

The Contractor 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 Contractor 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 Contractor 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: Work performed will be paid on a Fixed Price basis.

**FIXED PRICE (DELIVERABLES):**

Contractor shall submit invoices to the CVRPC in accordance with the following schedule:

<i>Deliverable</i>	<i>Completed By</i>	<i>Invoice Amount</i>
Monthly accounting services as outlined in scope of services	Monthly on 15 <sup>th</sup> of month	\$5,000.00

**COST REIMBURSEMENT:** Work that falls outside of scope and performed with prior consent of CVRPC:

<i>Labor Category</i>	<i>Billable Rate</i>
Director	\$300
Senior Manager	\$250
Manager	\$220
Senior Associate	\$160
Associate	\$100

The CVRPC shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the 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 Contractor shall immediately notify CVRPC prior to completing work outside the scope of work for which an additional fee may be charged. CVRPC is not obligated to authorize additional expenditures. The Contractor will not be paid for any services or expenses which have not been previously approved by CVRPC.

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

*Invoicing.* Contractor 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 CVRPC.

All invoices shall be sent to:      CVRPC Executive Director  
                                                 29 Main Street, Suite 4  
                                                 Montpelier, VT 05602  
                                                 [meyer@cvregion.com](mailto:meyer@cvregion.com)

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the Executive Director, 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.

## **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 Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

*Significant Development Report.* The Contractor 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 Contractor'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 Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by CVRPC.

CVRPC must submit at least monthly financial reports and invoices to its funders. It is imperative that the Contractor 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 Contractor, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

## ATTACHMENT C

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### Standard Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the Central Vermont Regional Planning Commission (hereafter “CVRPC”) 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 of Vermont 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 CVRPC 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 CVRPC regarding its performance under this Agreement. Party agrees that the CVRPC shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4) **Sovereign Immunity:** The CVRPC reserves all immunities, defenses, rights, or actions arising out of the CVRPC’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the CVRPC’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the CVRPC’s entry into this Agreement.
- 5) **No Employee Benefits For Party:** The Party understands that the CVRPC 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 CVRPC employees, nor will the CVRPC 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 CVRPC.
- 7) **Defense and Indemnity:**
  - a) The Party shall defend the CVRPC 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 CVRPC 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 CVRPC retains the right to participate at its own expense in

the defense of any claim. The CVRPC 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 CVRPC and its officers and employees if the CVRPC, 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 CVRPC 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/RiskClaims-COI>.
- 9) Reliance by the CVRPC on Representations:** All payments by the CVRPC 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 CVRPC under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the CVRPC 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 CVRPC Information:**
- a) As between the CVRPC and Party, "CVRPC Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain CVRPC Data to which the Party may have access may contain information that is deemed confidential by the CVRPC, 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 CVRPC Data").
  - b) With respect to CVRPC 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 CVRPC Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the CVRPC.
- c) With respect to Confidential CVRPC Data, Party shall:
  - i) strictly maintain its confidentiality;
  - ii) not collect, access, use, or disclose it except as necessary to provide services to the CVRPC 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 CVRPC of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential CVRPC Data so that the CVRPC 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 CVRPC Data remaining in its possession or control.
- d) If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential CVRPC 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 CVRPC Data while in transit and at rest;
  - iv) measures to ensure that the CVRPC Data shall not be altered without the prior written consent of the CVRPC;
  - v) measures to protect against destruction, loss, or damage of CVRPC 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 CVRPC 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 CVRPC.
- f) Party shall notify the CVRPC within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any CVRPC Data.
- g) State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the CVRPC 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 CVRPC 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 CVRPC, State of Vermont 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 CVRPC may offset any sums which the Party owes the CVRPC 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 of Vermont:** 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 CVRPC 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 CVRPC. Party shall be responsible and liable to the CVRPC 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 CVRPC a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, 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 CVRPC Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State of Vermont”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“CVRPC Facilities”); and Section 32.A (“Certification Regarding Use of State of Vermont 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 CVRPC during the term of this Agreement.
- 21) Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the CVRPC 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 of Vermont’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 CVRPC from the Party in connection with this Agreement, and any obligations of the CVRPC 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 CVRPC 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 CVRPC’s logo or otherwise refer to the CVRPC 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 CVRPC.
- 27) Termination:**
- a) Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the CVRPC 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 CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC 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 CVRPC. All CVRPC property, tangible and intangible, shall be returned to the CVRPC upon demand at no additional cost to the CVRPC in a format acceptable to the CVRPC.

**28) Continuity of Performance:** In the event of a dispute between the Party and the CVRPC, 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) CVRPC Facilities:** If the CVRPC makes space available to the Party in any CVRPC 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, CVRPC facilities, which shall be made available upon request. CVRPC 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 CVRPC, 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 of Vermont-Funded Grants:**

- a) **Certification Regarding Use of State of Vermont Funds:** If Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, Party certifies that none of these State of Vermont 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 of Vermont funded grant, Party hereby represents: (i) that it has signed and provided to the CVRPC the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

### Office Cleaning Services

Part 1 – Contract Detail			
<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>			
Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$14,000 <small>(maximum)</small>	Contract Start Date: 10/01/25	Contract End Date: 9/30/2028	
Contractor Name: Lamco Cleaning Services LLC			
Contractor Physical Address: 542 US Route 302			
City: Barre	State: VT	Zip Code: 05641	
Contractor Mailing Address: P.O. Box 75			
City: Plainfield	State: VT	Zip Code: 05667	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<i>If this action is an amendment, the following is amended:</i> Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
<b>SECTION 2 – CONTRACTOR INFORMATION</b> (to be completed by CVRPC)			
Contractor UEI: PCBLRRV2TY48 & Vermont Business ID: 0032941			
UEI Registered Name <i>(if different than Contractor Name above)</i> :			
SAM checked for UEI Suspension and Debarment Exclusions ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> . Print Screen Must be Placed in Contract File)			
Date: 09/04/25		Initials: NC	SAM Expiration Date: N/A
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)			
Date: 09/04/25		Initials: NC	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)			
Date: 09/08/25		Initials: NC	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file)			
Date: 09/04/25		Initials: NC	
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: 09/04/25		Initials: NC	

<b>Certificate of Insurance</b> (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: 09/04/25                      Initials: NC	
<b>Will the Contractor Charge CVRPC for Taxable Purchases?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>[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.]</small>  Date: 09/04/25                      Initials: NC	
<b>Contract Total Value exceeds, or cumulatively may exceed, \$250,000?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)</small>  Date: 09/08/25                      Initials: NC	
<b>SECTION 3 – FUNDING SOURCE</b>	
Funding Type: <input type="checkbox"/> Federal                      CFDA #:                      Program Title: <input type="checkbox"/> State                                      Contract #: <input checked="" type="checkbox"/> Other                                      Source: CVRPC Admin	
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <u>Project Contact/Coordinator</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: <a href="mailto:meyer@cvregion.com">meyer@cvregion.com</a>  <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-262-1039 Email: <a href="mailto:meyer@cvregion.com">meyer@cvregion.com</a>	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name: Jeanne Lamica Title: Owner Work Phone: 802-595-1499 Email: lamco@lamcocleaning.com  <u>Finance/Billing</u> Name: Jeanne Lamica Title: Owner Work Phone: 802-595-1499 Email: lamco@lamcocleaning.com

## Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the Central Vermont Regional Planning Commission, (hereafter called "CVRPC"), and Lamco, (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 10/1/2025 and end on 9/30/2028. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.

3. **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 \_\_\_is / ☒is not required.

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 CVRPC and Contractor.
5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$14,000. This maximum amount is not a guaranteed amount. 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 CVRPC acceptance of the applicable deliverable or deliverable milestone.

Contractor shall submit monthly invoices for services rendered. Invoices should detail the agreed cost of services provided – office cleaning as outlined within this contract every other week at a cost of \$75.00 per hour.

Invoices shall be sent to the attention of:

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

6. **Scope of Work.** The subject matter of this contract is cleaning services. Detailed services to be provided by the contractor are as follows:

**Frequency of Cleaning: Every other Wednesday**

- Removal of trash and recycling (onsite receptacles available)
- Vacuuming of floors, edges, vents and cobwebs
- Dusting cleared horizontal surfaces and windowsills
- Cleaning glass on doors and office cubicles
- Cleaning and wiping down of kitchen sink, appliances and surfaces
- Cleaning of baseboards
- Cleaning of conference room tables
- Cleaning of doors,(including knobs, frames and tops)

Miscellaneous: Lamco reports any Security/Damages and requires an emergency contact number.



CVRPC may make requests for special cleaning projects at additional cost – i.e. rug cleaning

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: Jeanne Lamica  
Name: Jeanne Lamica  
Title: Owner  
Date: 10.08.2025

## Standard Provisions For Short Form Contracts JULY 1, 2016

- 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 CVRPC 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 CVRPC or State of Vermont.
- 3. Sovereign Immunity:** The State of Vermont 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.
- 4. 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 CVRPC 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 CVRPC and the State of Vermont.

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 CVRPC 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.

*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 CVRPC.

**5. 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.

**6. 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.
- 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 no further legal recourse to contest the amounts due.

**7. Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the 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.

(End of Standard Provisions)



4 November 2025

Michele Braun, Executive Director  
Friends of the Winooski River  
PO Box 777  
Montpelier, VT 05601

RE: Graber Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **Graber Riparian Buffer Planting**. The total cost estimate for this work is **\$11,155**.

Under the terms of the Master Agreement, dated 3 May 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 hereby amended as follows:

## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #2024-11.08	Amendment <input type="checkbox"/>
Contract Amount: \$11,155	Start Date: 4 Nov 2025	End Date: 1 Aug 2026
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025		
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 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: 6 March 2025 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		

<b>SECTION 3 – FUNDING SOURCE</b>	
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.)
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <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	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org <u>Finance/Billing</u> Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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: John Fowler Road Riparian Buffer Planting. 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 SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	\$698
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	\$522
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	\$697
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	\$349
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	\$799
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	\$6,275

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	\$1,220
<b>Total Cost</b>				<b>\$11,155</b>

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 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)



4 November 2025

Michele Braun, Executive Director  
Friends of the Winooski River  
PO Box 777  
Montpelier, VT 05601

RE: GMC & VTACT Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **GMC & VTACT Riparian Buffer Planting**. The total cost estimate for this work is **\$15,548**.

Under the terms of the Master Agreement, dated 3 May 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 hereby amended as follows:

## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #2024-11.09	Amendment <input type="checkbox"/>	
Contract Amount: \$15,548	Start Date: 4 Nov 2025	End Date: 1 Aug 2026	
Contractor Name: Friends of the Winooski River			
Contractor Physical Address: 46 Barre Street			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: PO Box 777			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
SECTION 2 – CONTRACTOR INFORMATION			
Contractor Duns/UEI: TMSAEQ3G9KA7			
DUNS/UEI Registered Name (if different than Contractor Name above):			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025			
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A			
Risk Assessment completed Date: 29 November 2023 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: 6 March 2025 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			

<b>SECTION 3 – FUNDING SOURCE</b>	
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.)
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <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	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org <u>Finance/Billing</u> Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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: John Fowler Road Riparian Buffer Planting. 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 SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	\$972
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	\$729
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	\$1,943
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	\$972
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	\$486
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	\$8,746

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	\$1,701
<b>Total Cost</b>				<b>\$15,548</b>

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 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)



4 November 2025

Michele Braun, Executive Director  
Friends of the Winooski River  
PO Box 777  
Montpelier, VT 05601

RE: SHO Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **SHO Riparian Buffer Planting**. The total cost estimate for this work is **\$13,940**.

Under the terms of the Master Agreement, dated 3 May 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 hereby amended as follows:

## Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #2024-11.10	Amendment <input type="checkbox"/>	
Contract Amount: \$13,940	Start Date: 4 Nov 2025	End Date: 1 Aug 2026	
Contractor Name: Friends of the Winooski River			
Contractor Physical Address: 46 Barre Street			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: PO Box 777			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
SECTION 2 – CONTRACTOR INFORMATION			
Contractor Duns/UEI: TMSAEQ3G9KA7			
DUNS/UEI Registered Name (if different than Contractor Name above):			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 7 March 2025 Initials: bv SAM Expiration Date: 7 Nov 2025			
State of Vermont checked for Debarment Exclusions Date: 6 September 2023 Initials: bv Debarment Expiration Date: N/A			
Risk Assessment completed Date: 29 November 2023 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: 6 March 2025 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:☐ Federal CFDA/ALN #:Program  
Title:☒ State☐ Municipal☐ Other Source: (ex. private, non-profit, etc.)**SECTION 4 – CONTACT INFORMATION****CVRPC**Project Contact/Coordinator

Name: Brian Voigt

Title: Senior Planner

Work Phone: 802-262-1029

Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: meyer@cvregion.com

**CONTRACTOR**Project Contact/Manager

Name: Michele Braun

Title: Executive Director

Work Phone: 802.279.3771

Email: michele@winooskiriver.org

Finance/Billing

Name: Michele Braun

Title: Executive Director

Work Phone: 802.279.3771

Email: michele@winooskiriver.org

Name: Michele Braun

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: John Fowler Road Riparian Buffer Planting. 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 SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	1 April 2026	\$872
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	1 February 2026	\$654
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	1 February 2026	\$1,743
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	1 April 2026	\$871
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	1 April 2026	\$436
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	1 July 2026	\$7,841

	<b><i>Milestone</i></b>	<b><i>Deliverable(s)</i></b>	<b><i>Completion Date</i></b>	<b><i>Cost</i></b>
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	1 August 2026	\$1,525
<b>Total Cost</b>				<b>\$13,940</b>

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.'

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

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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)