

**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Agreement# BC1773

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for financial assistance between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the Town Of East Montpelier, local government, with principal place of business at Po Box 157, E Montpelier, Vt 05651, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is financial assistance to a municipality under 19 V.S.A. § 306(e) for maintenance, including actions to extend life expectancy, and construction of bridges, culverts, and other structures, including causeways and retaining walls, intended to preserve the integrity of the traveled portion of class 1, 2, and 3 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. The Grantee hereby certifies as follows:
 - a. The Grantee has funds available to finance the local share of the project during the Grant period.
 - b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
 - c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1, 2, and 3 town highways, and estimated cost of repair.
 - d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans’ district office.

- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 90% State share, not to exceed the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail.
 - f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 80% State share, not to exceed the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail.
10. The Town/Municipality has completed the Environmental Resource checklist in Attachment A.
11. Attachments: This Grant Agreement consists of 24 pages including the following attachments which are incorporated herein:

Attachment A – Vermont Agency of Transportation Municipal Highway Grant Application-
Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants (09/01/15)

Attachment D – Other Provisions

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
TOWN OF EAST MONTPELIER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Secretary of Transportation

Title: _____

Date: _____, 20__

Date: _____, 20__

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

1 Grant #: BC1773		2 Original <input checked="" type="checkbox"/> Amendment # _____	
3 Grant Title: Town Highway Structures Program - FY17			
4 Amount Previously Awarded: \$ 0.00		5 Amount Awarded This Action: \$76,500.00	
6 Total Award Amount: \$76,500.00			
7 Award Start Date: July 1, 2016		8 Award End Date: 12/31/2018	
9 Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
10 Vendor #: 0000040556		11 Grantee Name: TOWN OF EAST MONTPELIER	
12 Grantee Address: Po Box 157			
13 City: E Montpelier		14 State: VT	
		15 Zip Code: 05651	
16 State Granting Agency: Vermont Agency of Transportation		17 Business Unit: 08126	
18 Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		19 Match/In-Kind: \$ 10% Description: Local Share	
20 If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee DUNS #: 108873704		22 Indirect Rate: N/A % (Approved rate or de minimis 10%)		23 FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
24 Grantee Fiscal Year End Month (MM format): 06				25 R&D: <input type="checkbox"/>	
26 DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$76,500.00	\$76,500.00	Transportation Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
39 Federal Awarding Agency:		40 Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$76,500.00	\$76,500.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Shauna Clifford
TITLE: District 7
PHONE: Office: 8027486670 Cell: 8025355317
EMAIL: shauna.clifford@vermont.gov

GRANTEE

NAME: C. Bruce Johnson
TITLE: Town Administrator
PHONE: Office: (802)223 - 3313
EMAIL: eastmontadmin@comcast.net

Attachment A

Grant Application

(Scope of Work and Checklist)



VERMONT

AGENCY OF TRANSPORTATION

FY 2017 Municipal Highway Grant Application

APPLYING FOR: ☒ Structures ☐ Class 2 Roadway ☐ Emergency

MUNICIPALITY: East Montpelier MUNICIPAL CONTACT (name): C. Bruce Johnson

MAILING ADDRESS: PO Box 157, East Montpelier, VT 05651

Phone: (802) 223-3313

E-Mail: eastmontadmin@comcast.net

ACCOUNTING SYSTEM: ☒ Automated ☐ Manual ☐ Combination

DUNS #: 10 887 3704

Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Shauna Clifford, D7 Project Manager

Phone: (802) 751-0213

E-Mail: shauna.clifford@vermont.gov

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# 25, (Name) Quaker Road which is a class 2 town highway.

Bridge # _____, which crosses _____

Culvert # 6, p.8, for which the original size was 24" and the replacement size is 5'6" x 5'

Causeway: _____

Retaining Wall: _____

Latitude: 44°16'30.48"N

Longitude: 72°29'40.08"W

MM (If Available):

Problem:

Quaker Road acts like a dam during extreme events, leading to road and property damage when the water overtops the road.

Reason For Problem:

An undersized culvert is overwhelmed during the extreme events (in particular, the May 2011 and T.S. Irene events), resulting in a water backup on the inlet side of the culvert.

Proposed Scope of Work:

Replace existing undersized 24" culvert with a 66" x 60" aluminized steel culvert exceeding the minimum VTrans hydraulic study recommendations

Detailed Cost Estimate (below or attached):

Per proposal dated December 18, 2011 by Newton Technical Services; cost updated April 2016; proposal attached

Estimated Project Amount: \$ 85,000.⁰⁰ Estimated Completion Date: 11/01/2017

Municipality has complied with 19V.S.A. Section 309(d) regarding "complete streets."	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality has adopted Codes & Standards that meet or exceed the State approved template?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality has a current Network Inventory? (less than 3 years old)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality MUST complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
<input checked="" type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	<input type="checkbox"/> Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
<input type="checkbox"/> Other:	
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input checked="" type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input checked="" type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input checked="" type="checkbox"/> Temporary off-road access is required
<input checked="" type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Below this line to be filled in by VTrans staff:

Recommended Award Amount: \$76,500.00

District Staff Approval: (name) SHAWNA CLIFORD Date: 5/11/16

Note:

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

HYDRAULICS UNIT

TO: Ted Domey, District 6
FROM: Mike Tuttle, P.E., Hydraulics Project Engineer
DATE: September 9, 2011
SUBJECT: ~~At Montpelier, VT~~ 25, Quaker Rd - 0.48 miles from US2

We have completed our preliminary hydraulic study for the above referenced site, and offer the following information for your use:

Hydrology

This site has a hilly to mountainous drainage basin. It is mixed forest and farmland. The total contributing drainage area is about 0.61 sq. mi. There is an overall length of about 10,000 feet from the divide to the site, with a 355-foot drop in elevation, giving an average overall channel slope of 3.6 %. The stream slope at the site was estimated to be about 3%. Using several hydrologic methods, we came up with the following design flow rates:

<u>Recurrence Interval in Years</u>	<u>Flow Rate in Cubic Feet per Second (CFS)</u>
Q2.33	35
Q10	85
Q25	110 - Town Highway Design Flow
Q50	130
Q100	155 - Check flow

Existing Conditions

The existing structure is a 2 ft diameter CMP providing a waterway opening of 3.14 sq. ft.

Our calculations show the existing structure is not adequate hydraulically. This structure results in headwater depths that would be over the road.

Recommendations

In sizing a new structure we attempted to select structures that meet the hydraulic standards, fit the natural channel width, the roadway grade and other site conditions. We recommend any of the following structures as a replacement at this site:

1. A 60 inch CMP provides 19.63 sq. ft. of waterway area, and will pass the design Q25 storm at a depth of 4.9 ft ($HW/D = 1.0$), and the Q100 at a depth of 6.6 ft ($HW/D = 1.3$).

2. A concrete box with a 5' wide by 5' high inside opening, with 3in high bed retention sills (baffles) in the bottom. These sills will act as roughness elements and slow the water down. The result will be a 6' wide by 4.75' high waterway opening above streambed, providing 23.75sq. ft. of waterway area. Sills should be horizontal across the width of the box and spaced no more than 8ft apart throughout the structure with one sill placed at the inlet and one at the outlet. This structure will result in a headwater depth at Q25 = 4.2ft (HW/D = 0.9) and at Q100 = 5.3ft (HW/D = 1.1), with no roadway overtopping.
3. Any similar structure with a minimum clear span of 5ft and at least 19.6 sq. ft. of waterway area, that fits the site conditions, could be considered. Any smooth bottom structure should have bed roughness elements as described above.

General comments

We recommend a minimum cover of 3' over all metal arch structures. Pipe manufactures can provide specific recommendations for minimum and maximum fill heights and required pipe thickness. All structures are required to handle HS-25 loading.

If a new box is installed, we recommend it have full headwalls at the inlet and outlet. The headwalls should extend at least four feet below the channel bottom, or to ledge, to act as cutoff walls and prevent undermining.

If the round pipe option is installed, concrete headwalls should be constructed at the inlet and outlet. The headwalls may be either half height or full height. The headwalls should extend at least four feet below the channel bottom or to ledge, to prevent undermining of the structure. Obtaining the minimum cover of 3' should be no problem at this site. Pipe manufactures can provide specific recommendations for minimum and maximum fill heights and required pipe thickness.

It is always desirable for a new structure of this size to have flared wingwalls at the inlet and outlet, to smoothly transition flow through the structure, and to protect the structure and roadway approaches from erosion. The wingwalls should match into the channel banks. Any new structure should be properly aligned with the channel, and constructed on a grade that matches the channel.

Stone Fill, Type II should be used to protect any disturbed channel banks or roadway slopes at the structure's inlet and outlet, up to a height of at least one-foot above the top of the opening. The stone fill should not constrict the channel or structure opening.

The Agency of Natural Resources (ANR), Corps of Engineers, or other permitting agency may have additional concerns regarding replacement of this structure, or any channel work. The River Management Engineer should be contacted with respect to those concerns, before a replacement structure is ordered. If ANR requires the invert of the pipe or box to be buried to provide a natural bottom, the size of the structure will have to be larger to provide the required waterway area.

Please keep in mind that while a site visit was made, these recommendations were made without the benefit of a survey and are based on limited information. The final decision regarding the replacement of this structure should take into consideration matching the natural channel conditions, the roadway grade, environmental concerns, safety, and other requirements of the site.

* Corrections per phone call & follow up email from Mike Tuttle
on 8 Dec. 2011
T.M.L. Hana

Please contact us if you have any questions or if we may be of further assistance.

MJT

cc: Patrick Ross,
Hydraulics Project File via NJW
Hydraulics Chrono File



Vermont Department of Environmental Conservation
Watershed Management Division
1 National Life Drive, Main 2
Montpelier VT 05620-3522
www.watershedmanagement.vt.gov

Agency of Natural Resources

[phone] 802-828-1535
[fax] 802-828-1544

Attn: Bruce Johnson
East Montpelier Town Office
PO Box 157
East Montpelier, VT 05651

Mr. Johnson,

Thank you for providing me with opportunity to meet with you at the project sites, earlier this morning (04/08/2016). At the time of our meeting we reviewed two projects involving one stream crossing on Quaker Rd. and an embankment repair project on Muddy Brook Rd. The proposed culvert crossing located on Quaker Road, a 5'x5'6" (HXW) arch pipe, meets the bank full width requirements as outlined in the State of Vermont's Stream Alteration General Permit, provided the embedment depth is 1'2". The Embankment repairs proposed along Muddy Brook Rd. will not necessitate a stream alteration permit as no instream work is proposed and the potential for stone entering the stream is minimal. Should you have any further questions or comments regarding this project please do not hesitate to contact me.

Sincerely,

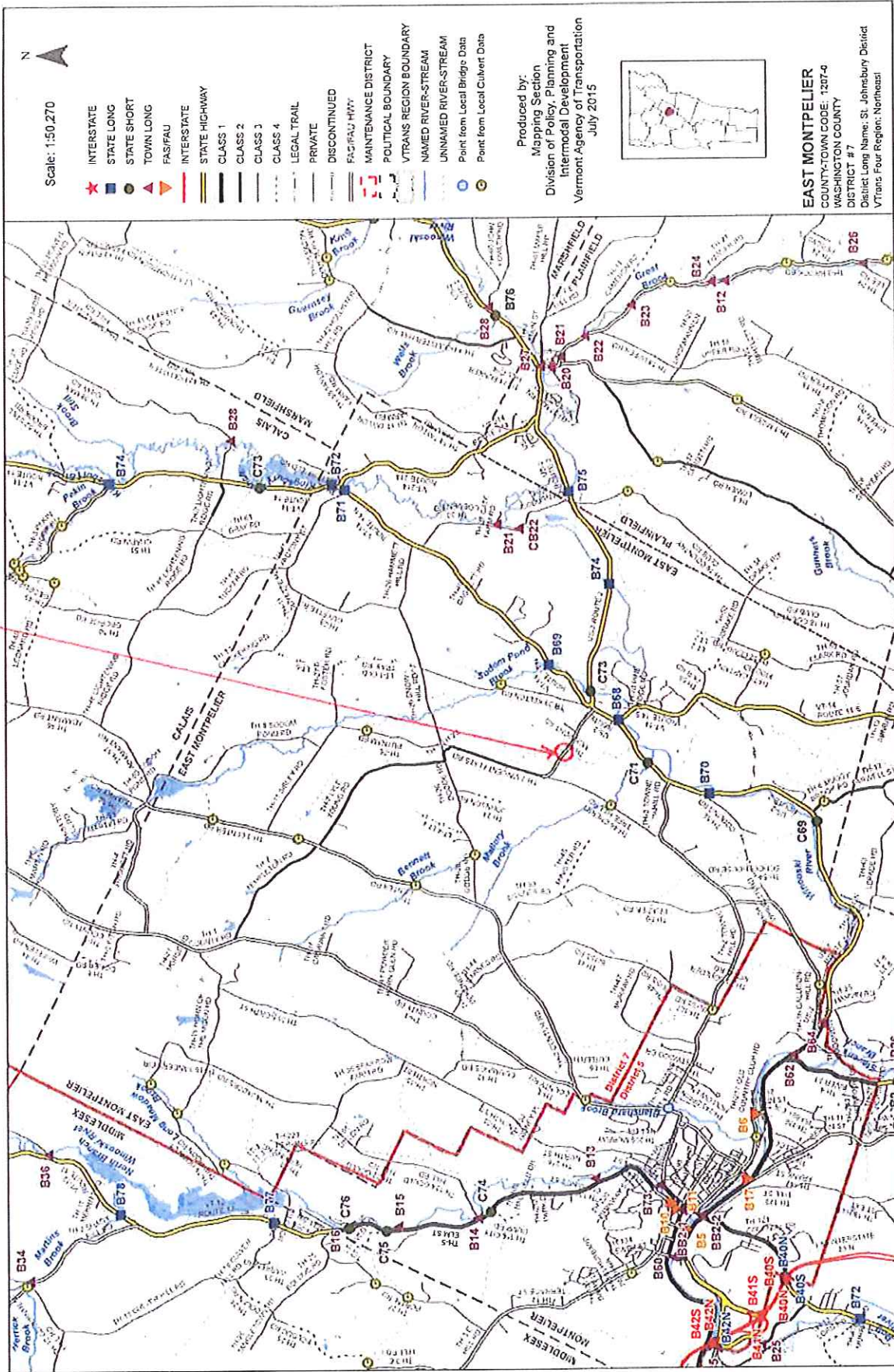
Alyssa B. Schuren, Commissioner
Vermont Department of Environmental Conservation

By:

A handwritten signature in black ink, appearing to read "Jaron Borg", written over a horizontal line.
Jaron Borg, River Management Engineer

Dated April 8th, 2016

PROJECT LOCATION





East Montpelier TH 25 Quaker Road culvert

Vermont Agency of Natural Resources

vermont.gov



LEGEND

- Stream
- Town Boundary

NOTES

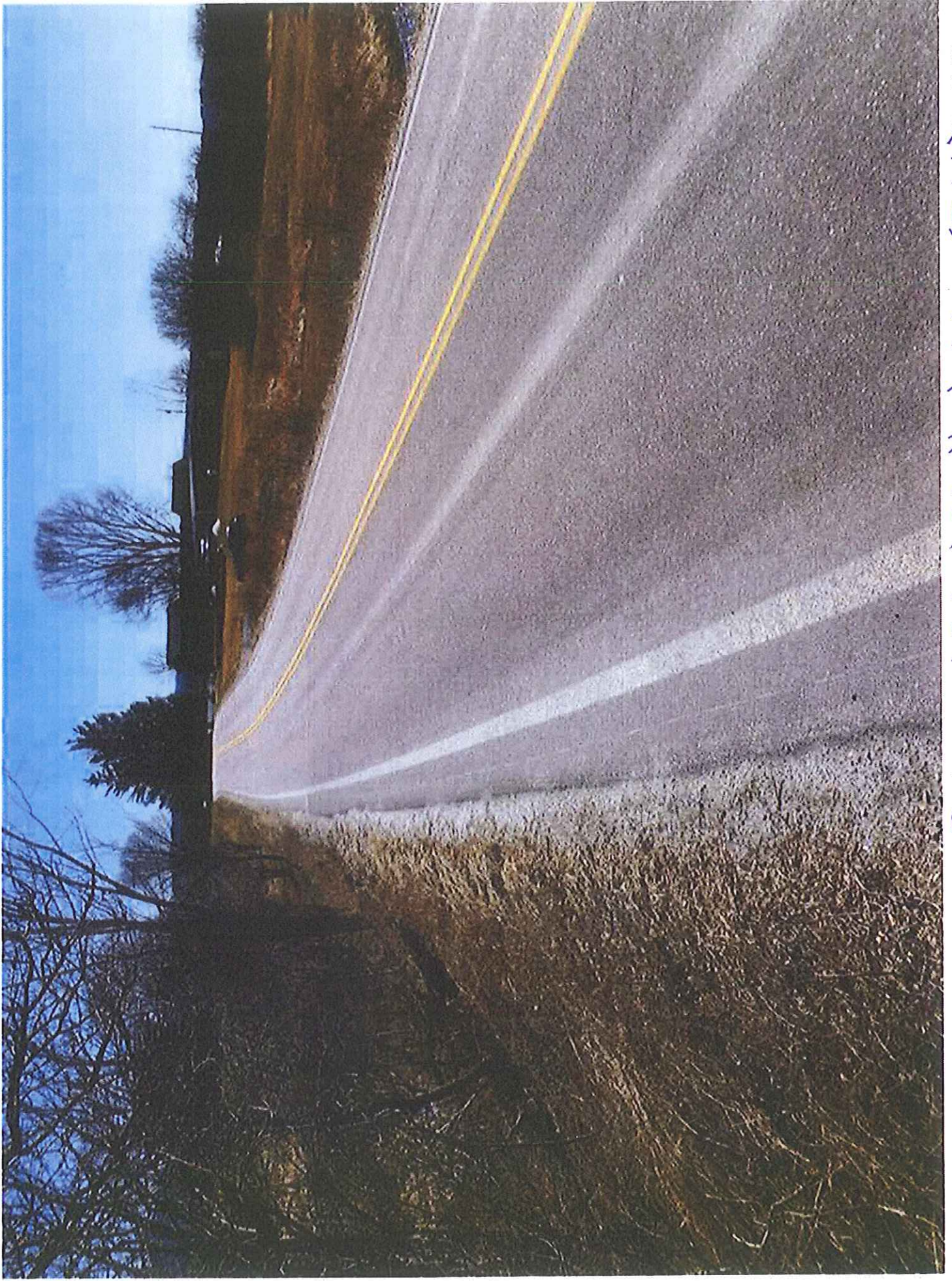
Map created using ANR's Natural Resources Atlas



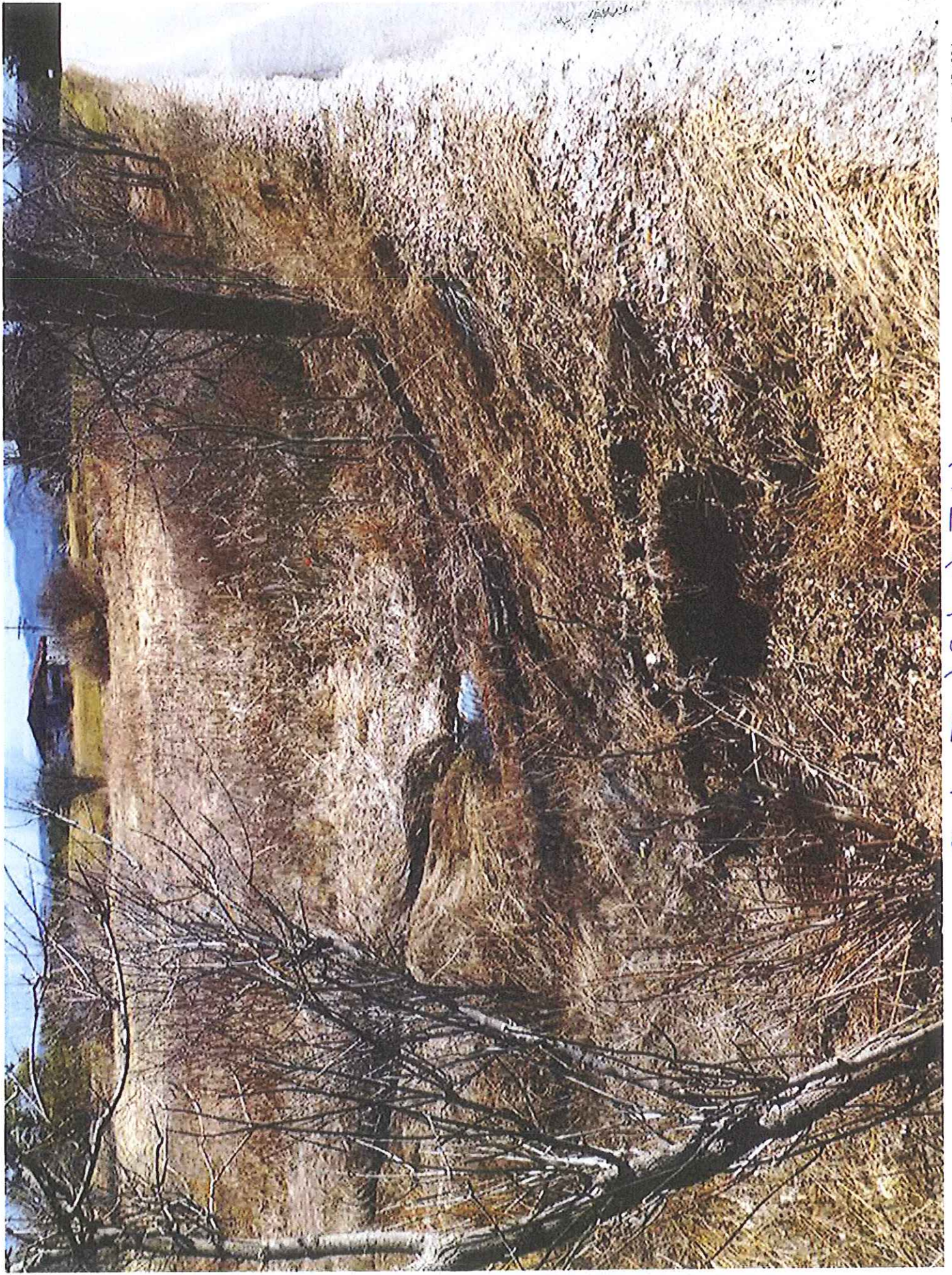
1: 14,144
May 2, 2016

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

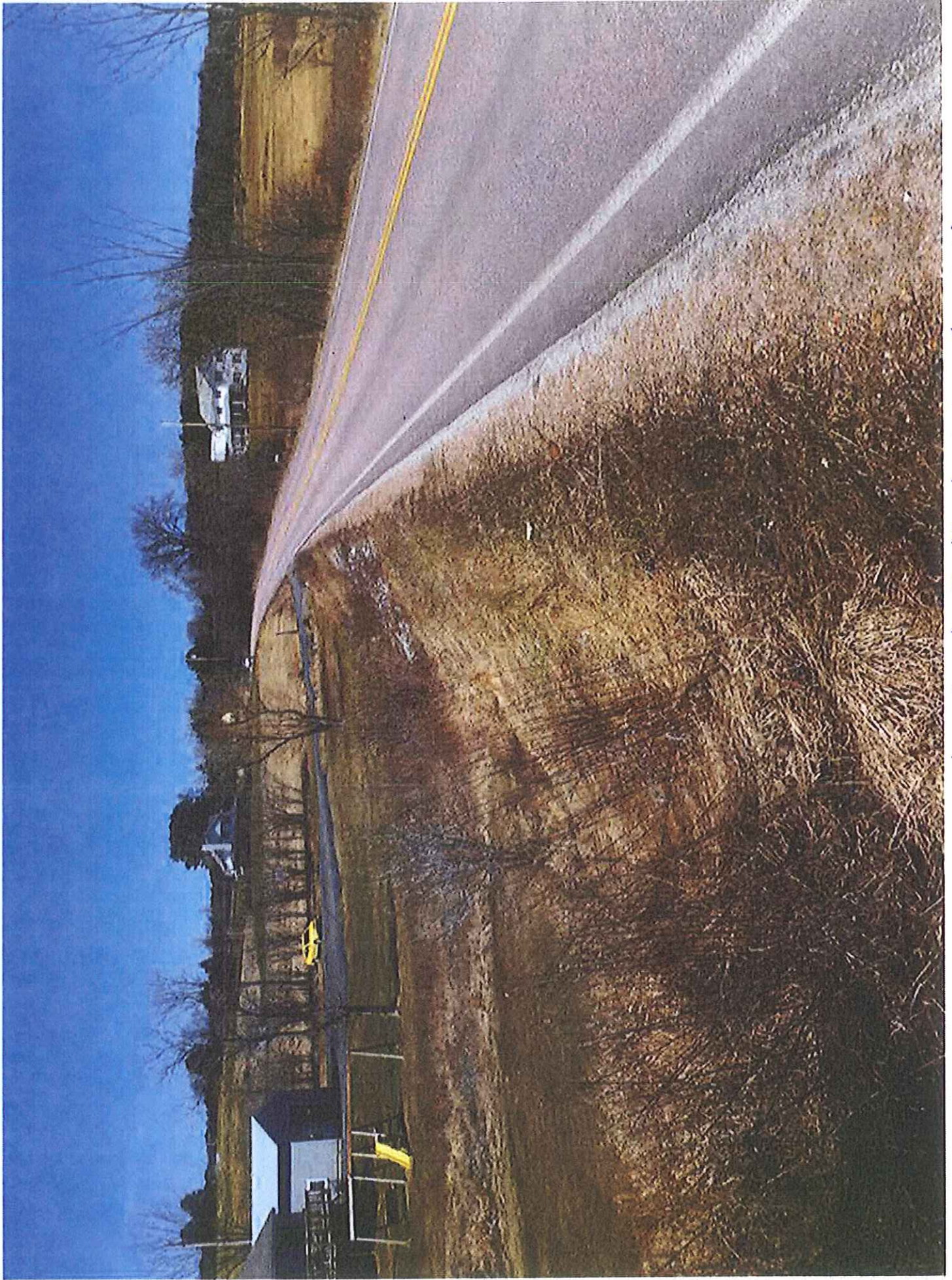
719.0 0 360.00 719.0 Meters
1" = 1179 Ft 1cm = 141 Meters
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Vermont Agency of Natural Resources
THIS MAP IS NOT TO BE USED FOR NAVIGATION



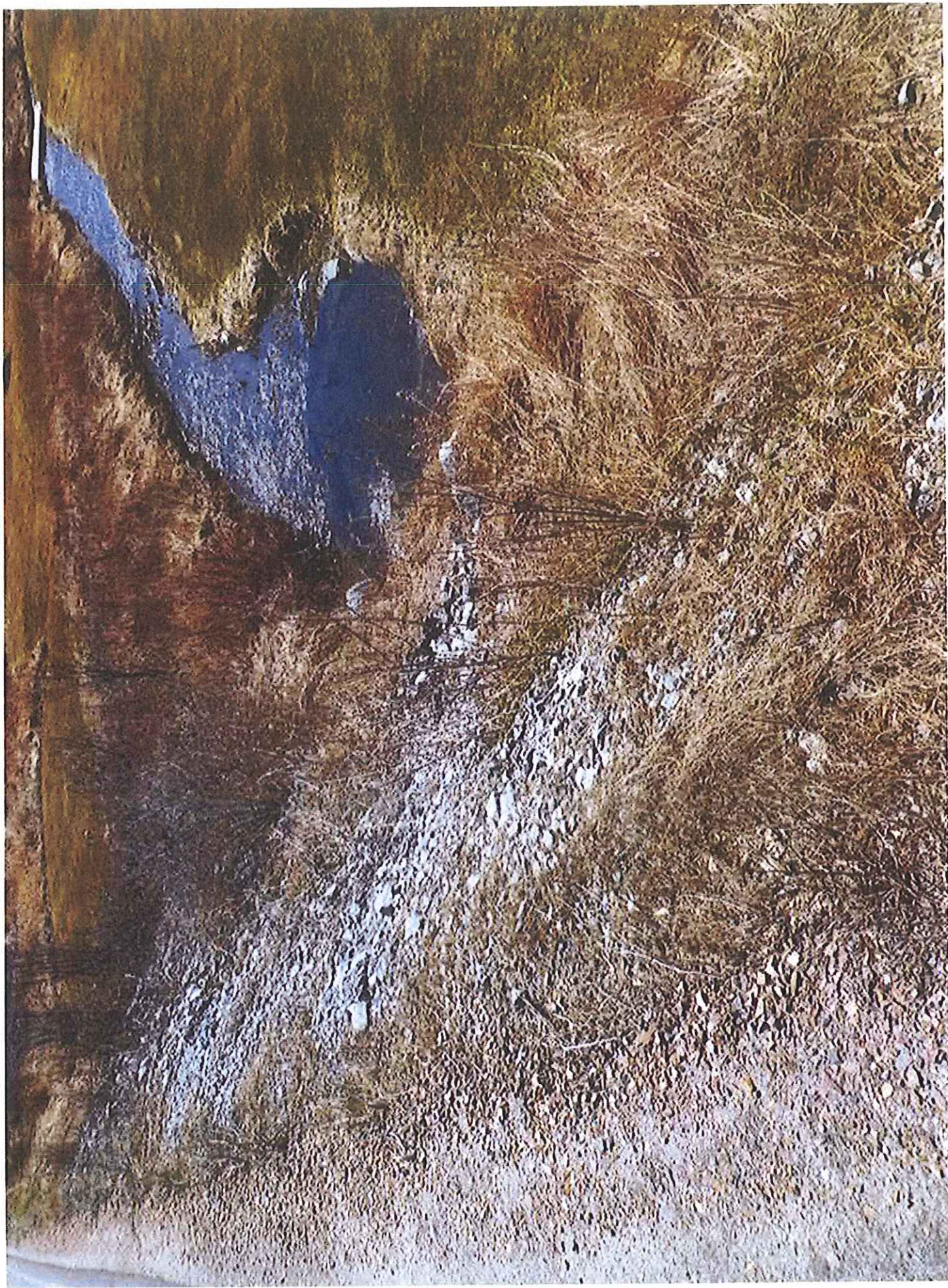
Quaker Road Culvert Northside View (Inlet)



Quaker Road Culvert Inlet



Quaker Road Culvert Southside View (Outlet)



Quaker Road Culvert Outlet

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name:	Shauna Clifford
Title:	District Project Manager
Address:	Vermont Agency of Transportation District 7 1068 US Rte 5, Suite 2 St. Johnsbury, VT 05819

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party 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.

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.

- 15. 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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR 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.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **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 Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (States, local governments, and Indian Tribes), 2 CFR, Part 220 (Non-Profit Organizations), or 2 CFR, Part 220 Educational Institutions (even if part of a State or local government) as appropriate for the Grantee's type of organization.
10. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
11. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.

12. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
13. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
14. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
15. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
16. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
17. **Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.