

**State of Vermont
Standard Grant Agreement**

Agreement # P01746

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 with principal place of business at PO Box 157, East Montpelier, VT 05651 (hereinafter called “Subrecipient”). If Subrecipient does not have a Business Account Number, 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 Agreement is financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 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 Subrecipient.
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 Subrecipient hereby certifies as follows:
 - a. The Subrecipient 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 Subrecipient has adopted codes and standards which meet these minimum requirements, the Subrecipient 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 Subrecipient 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 an 80% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
 - 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 a 70% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
7. The Town/Municipality has completed the Environmental Resource checklist in Attachment A.
8. Attachments: This Grant Agreement consists of 22 pages including the following attachments which are incorporated herein:

| | |
|----------------|---|
| Attachment A – | Grant Application (Scope of Work and Checklist) |
| Attachment B – | Payment Provisions |
| Attachment C – | Standard State Provisions for Contracts and Grants (7/1/16) |
| Attachment D – | Other Grant Agreement Provisions |

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

Signature: _____

Name: _____

Title: Secretary of Transportation

Date: _____, 20__

SUBRECIPIENT:
TOWN OF EAST MONTPELIER

Signature: _____

Name: _____

Title: _____

Date: _____, 20__

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

| | | | |
|---|--|---|------------------------------------|
| ¹ Grant #: P01746 | | ² Original <input checked="" type="checkbox"/> Amendment # _____ | |
| ³ Grant Title: Town Highway Class 2 Roadway Program - FY18 | | | |
| ⁴ Amount Previously Awarded: \$ 0.00 | | ⁵ Amount Awarded This Action: \$102,816.00 | |
| | | ⁶ Total Award Amount: \$102,816.00 | |
| ⁷ Award Start Date: 6/1/2017 | | ⁸ Award End Date: 12/31/2019 | |
| 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: East Montpelier | | ¹⁴ State: VT | |
| | | ¹⁵ Zip Code: 05651 | |
| ¹⁶ State Granting Agency: Vermont Agency of Transportation | | | ¹⁷ Business Unit: 08131 |
| ¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | | ¹⁹ Match/In-Kind: \$ 20% 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 | \$102,816.00 | \$102,816.00 | 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: | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | Federal Award Project Descr: | | | | | |
| Total Awarded - All Funds | | \$0.00 | \$102,816.00 | \$102,816.00 | | | |

SECTION IV - CONTACT INFORMATION

| | |
|--|--|
| STATE GRANTING AGENCY NAME: Shauna Clifford TITLE: District 7 PHONE: Office: (802) 748 - 6670 Cell: (802) 535 - 5317 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 2018 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# 6, (Name) Muddy Brook Road which is a class 2 town highway.

Bridge # _____, which crosses _____

Culvert # _____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: 44°14'29.25" N

Longitude: 72°30'12.65" W

MM (If Available):

Problem:

Road is slumping on its south side along two stretches: above the 10' culvert at the low point of the road and to the west of the culvert as the road rises to its intersection with US Rte. 2. Further, the pavement is deteriorating throughout the entire half-mile section of the road in East Montpelier.

Reason For Problem:

The road, which serves as a shortcut from US Rte. 2 to Barre and points east & south from there, was upgraded/paved in 2008. Little has been done to the road since then other than a repair for a major washout to the area around the culvert during the 2011 spring events. The road will serve as the major paved alternative to the official VTTrans detour route (using US Rtes. 2 & 302) for the planned Bridge 68 replacement & US Rte. 2/VT Rte. 14 intersection project slated for mid-2017 to early 2019.

Proposed Scope of Work:

In both slump locations the guardrail, timber curbing and pavement will be removed; material from the road bank and the south side of the road will be improved with stone to stabilize the slope; road bed and shoulder reformed/repaved; entire road will be given a 3" pavement overlay; guardrail and timber curbing will be replaced.

Detailed Cost Estimate (below or attached):

Cost estimate from Dubois Construction, Inc. for the slump repair: \$55,500

Cost estimate from Pike Industries for the pavement overlay: \$73,020

Estimated Project Amount: \$ 128,520.00

Estimated Completion Date: 11/01/2018

| | |
|---|---|
| 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 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 checked="" 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 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 checked="" type="checkbox"/> Road reclaiming, reconstruction, or widening |
| <input type="checkbox"/> Tree cutting / clearing | <input type="checkbox"/> Temporary off-road access is required |
| <input 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: \$102,816.00

District Staff Approval: (name) SHAWNA CLIFFORD Date: 4/21/17

Note:

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



PIKE INDUSTRIES, INC.

249 Granger Rd., Barre, VT 05641
AN EQUAL OPPORTUNITY EMPLOYER

Phone: 802/223-3002
Fax: 802/223-3175

ESTABLISHED 1872

| | | | |
|--------------------------|--|--------------------|----------------|
| To: | Town Of East Montpelier Vt. | Contact: | Mike Garrand |
| Address: | P.O. Box 157 East Montpelier, VT 05830 | Phone: | (802) 223-3313 |
| | | Fax: | (802) 223-4467 |
| Project Name: | Town Of East Montpelier Vt. 2017 | Bid Number: | |
| Project Location: | County Road & Muddy Brook Road, East Montpelier, VT. | Bid Date: | 4/20/2017 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---------------------------------|--------------------|------|------------|---------------------|
| County Road | | | | | |
| 1 | Reclaim & FG On County Road | 12,910.00 | SY | \$1.75 | \$22,592.50 |
| 2 | Calcium Chloride On County Road | 12,910.00 | GAL | \$1.25 | \$16,137.50 |
| 3 | Paving On County Road | 2,175.00 | TON | \$67.50 | \$146,812.50 |
| 4 | Shoulder On County Road | 1.00 | LS | \$8,750.00 | \$8,750.00 |
| Total Price for above County Road Items: | | | | | \$194,292.50 |

Muddy Brook Road

| | | | | | |
|--|-------------------------------|----------|-----|------------|--------------------|
| 5 | Paving On Muddy Brook Road | 1,000.00 | TON | \$67.50 | \$67,500.00 |
| 6 | Shoulders On Muddy Brook Road | 1.00 | LS | \$5,520.00 | \$5,520.00 |
| Total Price for above Muddy Brook Road Items: | | | | | \$73,020.00 |


Notes:

- AC Price Adjustment shall be paid in its entirety to Pike Industries, Inc. per the Construction Contract. \$393.00 based on the April 2017 Posting.
- Worldwide energy and petroleum markets continue to be volatile, consequently Pike Industries Inc. reserves the right to withdraw this quote if not accepted within 30 days. If we do not receive a response (acceptance subject to project award) to this quote in 30 days, it will become null and void.
- Pike Industries, Inc. reserves the right to adjust unit prices based on total revenues awarded.
- Price is valid through 2017 season.
- Pike Industries to be responsible for Traffic Control, Sweeping, VDOT specification mix and Tack "a bonding agent".
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Hot Mix Asphalt (HMA) as quoted is free of Refined Engine Oil Bottoms (REOB's). For more information regarding REOB's, a listing of states that have currently banned their use and potential detriments to HMA please go the following website:
<http://commonwealthmagazine.org/transportation/004-laying-it-down-testing-it-later/>

Payment Terms:

Net 30 Days

** Muddy Brook Road work contingent on receipt of FY2018 VTtrans Class II Roads paving grant*

| | |
|---|---|
| ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____ | CONFIRMED: Pike Industries, Inc. VT Authorized Signature:  Estimator: Dick Covey dcovey@pikeindustries.com |
|---|---|

Proposal

DUBOIS CONSTRUCTION, INC.
 46 Three Mile Bridge Road
 Middlesex, Vermont 05602
 Phone: 802-223-5288 Fax: 802-223-0940
 Email:rae@duboisconstructionvt.com

Proposal Submitted To:

Town of East Montpelier

Fax/email:

eastmontadmin@comcast.com

Date:

3/22/2016

Engineer:

Town

Job Name:

Muddy Brook Road Slope Repairs-Two sites

Job Location:

Muddy Brook Rd., East Montpelier, Vt

We hereby submit specifications and estimates for:

Site 1-\$30,555

Site 2- \$19,900

Scope of work, Both sites, See attachment for quantities:

Clear and grub

Traffic control

Remove and replace guardrail with timber curb

Pavement removal and replacement

New edgeline

Stone fill types 2 and 3

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

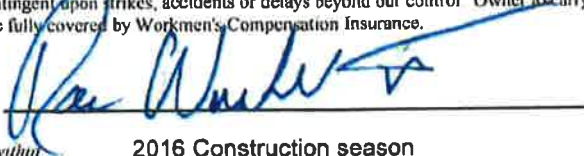
As stated above

Payment to be made as follows:

net 30 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



This proposal may be withdrawn by us if not accepted within

2016 Construction season

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature

Date

Note Dubois Construction does not accept credit cards for payment.

03/22/2016

7:53

MUDDY BROOK RD. SLOPE REPAIR

16-14

BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Status - Rnd</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|----------------|--------------------------|---------------------|-----------------|--------------|-------------------|------------------|
| 5 | MOBILIZATION | U | 1.000 | LS | | |
| 10 | REMOVE GUARD RAIL | U | 95.000 | LF | | |
| 15 | CUT PAVEMENT | U | 95.000 | LF | | |
| 20 | CLEAR/GRUB | U | 1.000 | LS | | |
| 25 | STONE FILL, TYPE 2/3 | U | 300.000 | CY | | |
| 30 | GUARD RAIL W/TIMBER CURB | U | 95.000 | LF | | |
| 35 | PATCH PAVEMENT (4") | U | 45.000 | SY | | |
| 40 | PAINT EDGELINE | U | 95.000 | LF | | |
| 45 | FLAGGERS | U | 100.000 | HRS | | |

\$30,555.00

SITE 1

| | | | | | | |
|-----|--------------------------|---|---------|-----|--|--|
| 105 | MOBILIZATION | U | 1.000 | LS | | |
| 110 | REMOVE GUARD RAIL | U | 64.000 | LF | | |
| 115 | CUT PAVEMENT | U | 64.000 | LF | | |
| 120 | CLEAR/GRUB | U | 1.000 | LS | | |
| 125 | STONE FILL, TYPE 2/3 | U | 120.000 | CY | | |
| 130 | GUARD RAIL W/TIMBER CURB | U | 64.000 | LF | | |
| 135 | PATCH PAVEMENT (4") | U | 85.000 | SY | | |
| 140 | PAINT EDGELINE | U | 64.000 | LF | | |
| 145 | FLAGGERS | U | 60.000 | HRS | | |

\$19,900.00

SITE 2

| | | |
|-----------|--------|-------------|
| Bid Total | =====> | \$50,455.00 |
|-----------|--------|-------------|

**Notes:

Items in italics are Non-Additive.

ADD IN MISC INCIDENTAL @ 10%
\$5,045

\$55,500.00

East Montpelier Muddy Brook Rd Project Locations



Legend

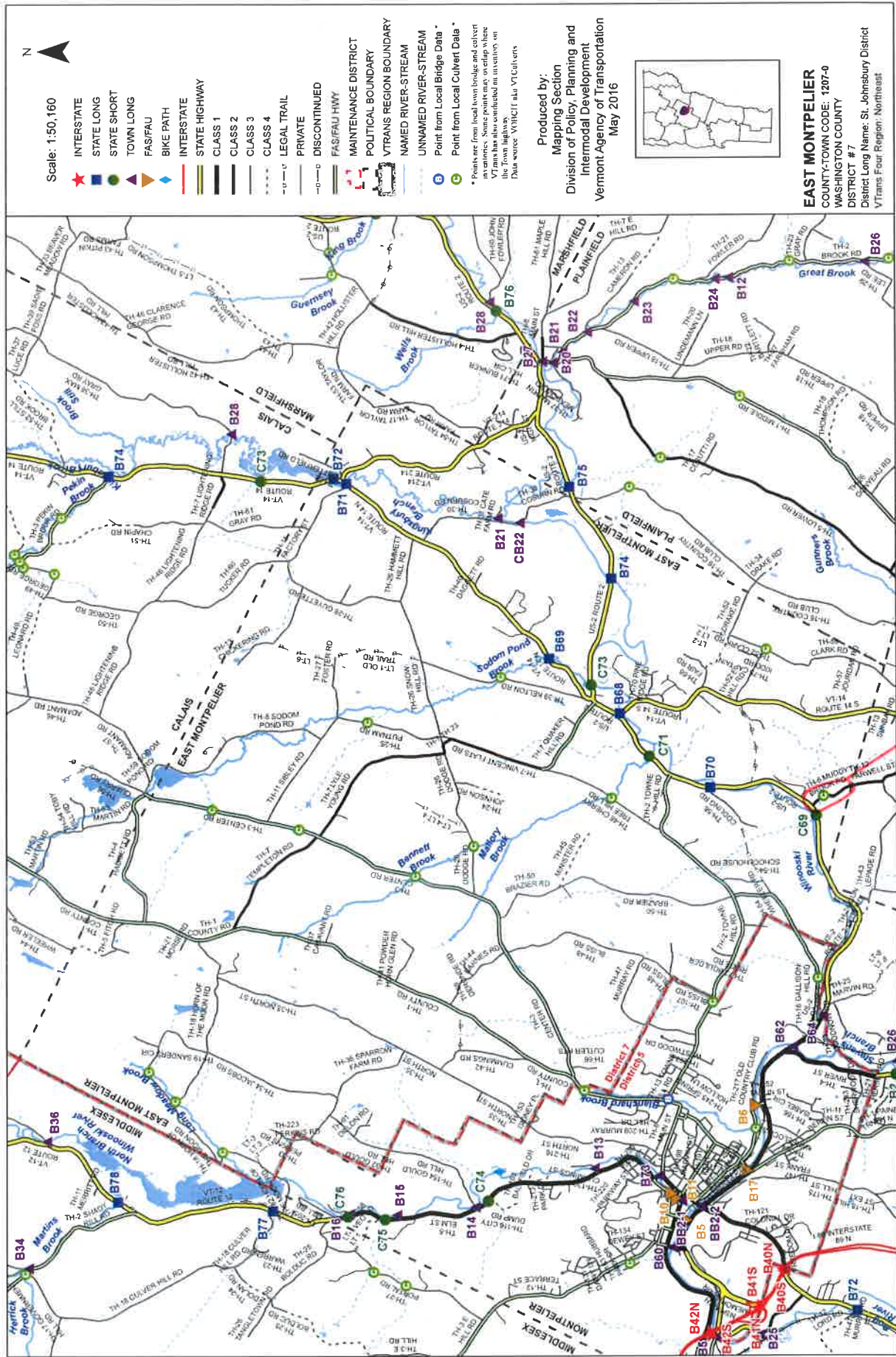
- Contours (20 Foot)
- Work Zone
- Parcels2015

| | |
|---------------|-------------|
| Culverts 2011 | Poor- 128 |
| CONDITION | Closed- 41 |
| Excellent- 6 | Critical- 7 |
| Good- 129 | Unknown- 1 |
| Fair- 108 | |

Map created 4/8/16 by CVRPC
N:\Towns\EMontpln\Projects 2016\
Better Back Roads\Muddy Brook Rd.mxd

Data is only as accurate as the original sources.
This map is for planning purposes only.
This map may contain errors and omissions.





This map was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The representation of the authors employed herein do not necessarily state or reflect those of the U.S. Department of Transportation.



Vermont Agency of Natural Resources

675.0 0 338.00 675.0 Meters

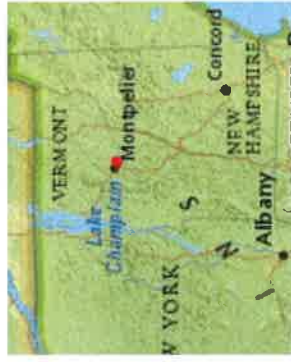
WGS_1984_Web_Mercator_Auxiliary_Sphere

1" = 1107 Ft. 1cm = 133 Meters











© Vermont Agency of Natural Resources

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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.



Roads

- | Principal Arterial | Minor Arterial | Rural Major Collector | Rural Minor Collector | Urban Collector | Local | Not part of the Functional Classification | Waterbody | Stream | Town Boundary |
|---|---|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |  |

Project Limits

Map created using ANR's Natural Resources Atlas



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 _____
Jaron Borg, River Management Engineer

Dated April 8th, 2016

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
REVISED JULY 1, 2016**

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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. 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 with regard to its performance under the 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: 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. 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 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 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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 \$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. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. 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 State.

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 the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

B. Internal Controls: In the case that this Agreement is a Grant 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).

C. Mandatory Disclosures: In the case that this Agreement is a Grant 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.

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 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.

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. 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. 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.

16. 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.

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 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.

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).

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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: <http://bgs.vermont.gov/purchasing/debarment>

23. 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.

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

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. 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 lock-outs) ("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.

27. Marketing: Party shall not 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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 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.
- 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. No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

32. Location of State Data: No 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 continental United States, except with the express written permission of the State.

(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>.