

STATE OF VERMONT
STANDARD GRANT AGREEMENT

Agreement# CA0338
Amendment# 4

Part 2 – Grant Agreement

THIS AMENDMENT # 4, made this day, _____ by and between the State of Vermont, Agency of Transportation (hereinafter called “State”), with its principal office at One National Life Drive, Montpelier, Vermont 05633-5001, and the **Town of East Montpelier**, with its principal place of business at, **PO Box 157, East Montpelier, Vermont 05651** (hereinafter called “Subrecipient”) and is supplemental to any previous Agreement and Amendments.

WITNESSETH:

WHEREAS, the STATE and Grantee mutually agree that the **April 4, 2013** Agreement and all subsequent Amendments should be modified;

NOW, THEREFORE, the **April 4, 2013** Agreement and all subsequent amendments are modified as follows:

1. **Award Details:** Part 1 – Grant Award Detail is hereby deleted and replaced in its entirety with the revised Part 1 – Grant Award Detail attached and made a part hereof.
2. **Attachments:** This Grant Amendment consists of 6 pages including the following attachments which are incorporated herein:

Attachment B –Payment Provisions (Item #1-Funding Ratio; Item #5-Project Costs & Phases; Item #7-Allocation of funds by STATE) are hereby deleted in their entirety and replaced with the following:

1a. Funding Ratio: Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 90% of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State’s review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

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

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

5. Project Costs and Phases. The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the STATE will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the **total available funds to the Subrecipient:**

Phase	Federal \$	State \$	Local \$	Total \$
East Montpelier STP BIKE(63)	\$397,292.00	\$43,708.00	\$49,000.00	\$490,000.00
East Montpelier NH CULV(54)	\$105,404.00	\$24,596.00	\$0.00	\$130,000.00
East Montpelier STP BP18(16)	\$252,800.00	\$0.00	\$63,200.00	\$316,000.00
Total Available Funds to Subrecipient*	\$755,496.00	\$68,304.00	\$112,200.00	\$936,000.00

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

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$68,304.00** in State funds and **\$755,496.00** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

3. Attachments: Attachments are modified to include Attachment K-DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E which is attached and made a part hereof.

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

Signature: _____

Name: Joe Flynn

Title: Secretary of Transportation

SUBRECIPIENT:
TOWN OF EAST MONTPELIER

Signature: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

E-SIGNED by Michelle Anderson
on 2019-09-13 14:58:22 GMT

ASSISTANT ATTORNEY GENERAL

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: CA0338 ² Original Amendment # 4

³ Grant Title: East Montpelier STP BIKE(63) & NH CULV(54) & STP BP18(16)

⁴ Amount Previously Awarded: \$ 731,000.00 ⁵ Amount Awarded This Action: \$ 92,800.00 ⁶ Total Award Amount: \$ 823,800.00

⁷ Award Start Date: 04/04/2013 ⁸ Award End Date: 06/30/2023 ⁹ Subrecipient Award: YES NO

¹⁰ Vendor #: 000040556 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: 08100

¹⁸ Performance Measures: YES NO ¹⁹ Match/In-Kind: \$ 112,200.00 Description: Required Local Match

²⁰ If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 108873704 ²² Indirect Rate: 0 % ²³ FFATA: YES NO

²⁴ Grantee Fiscal Year End Month (MM format): 06 (Approved rate or de minimis 10%) ²⁵ R&D:

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	\$ 68,304.00	\$ 0.00	\$ 68,304.00	Transportation Funds

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
20.205	Highway Planning & Construction	\$ 662,696.00	\$ 92,800.00	\$ 755,496.00	AFFF		\$ 0.00
³⁹ Federal Awarding Agency: Federal Highway Administration			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		\$ 731,000.00	\$ 92,800.00	\$ 823,800.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Ande DeForge	NAME: Bruce Johnson
TITLE: MAB Project Supervisor	TITLE: Town Administrator
PHONE: 802-595-6657	PHONE: 802-223-3313 Ext. 204
EMAIL: ande.deforge@vermont.gov	EMAIL: eastmontadmin@comcast.net

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.*