

CONTRACT FOR Owner’s Representative SERVICES
TOWN OF East Montpelier, Vermont

- 1. Parties:** This is a contract for personal services between the Town of East Montpelier, Vermont (Town) and VISCC LLC, (Contractor), its registered place of business at 174 Avenue C, Williston, VT 05495. Contractor's form of business organization is a for profit corporation.
- 2. Subject Matter:** The subject matter of this contract are services generally on the subject of providing Owner’s Representative Services. Detailed services that Contractor will provide are described in Attachment A.
- 3. Maximum Amount:** In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B. The expectation of an Owner’s Rep for the duration of 764 hours over approximately one year, billed monthly at \$85.00/hr. Total amount not to exceed \$64,940.00 without prior written authorization from the Town.
- 4. Contract Term:** The period of Contractor's performance shall begin on or near March 18, 2024, on the date the contract is executed by both parties, and ends upon completion of the project, on or about February 1, 2025.
- 5. Amendment:** No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.
- 6. Cancellation:** This contract may be canceled by either party by giving written notice at least 30 days in advance.
- 7. Attachments:** This contract consists of three pages including the following Attachments that are incorporated herein:

Attachment A:

Specifications of work to be performed (Work Plan) from original RFB

Attachment B:

Payment Provisions

Office Locations:

Williston, Vermont

Lebanon, New Hampshire

Springfield, Vermont

Attachment C:

Standard State Provisions for Contracts and Grants

8. Interpretation: This contract shall be interpreted according to the laws of the State of Vermont.

9. Disputes: Should a dispute arise under this Agreement, Contractor and Town shall first attempt to resolve it through negotiations by and through individuals who have the authority to settle the same.

If the matter is not resolved by negotiation within fifteen (15) business days of receipt of a “written request to negotiate” directed to both the Contractor and East Montpelier Town Manager, the dispute shall be referred to a mutually agreed upon independent mediator, who shall be a licensed Vermont Attorney.

Should the parties not be able to successfully mediate the dispute, all claims, counterclaims and other matters related to the dispute in question, arising out of or relating to this agreement, between Contractor and Town, will be decided in Washington Superior Court, Civil Division or the United States District Court for the District of Vermont.

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original.

11. Work Products:

All work products generated by the Contractor become the property of the Town of East Montpelier.

12. Service Provider of Record: This contract does not imply that the Contractor will become the service provider of record in subsequent phases of the project.

Office Locations:



“ Your Allies in the Construction Zone ”

OWNER REPRESENTATION | CLERK-OF-THE-WORKS | BUILDING INSPECTION
COMPREHENSIVE PROJECT MANAGEMENT | ESTIMATING AND SCHEDULING

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY: Town of East Montpelier

BY: VIS Construction Consultants

Signature

Signature

Print name and title

Print name and title

Date and place of execution

Date and place of execution

Office Locations:

Williston, Vermont | Lebanon, New Hampshire | Springfield, Vermont

Attachment A

Work Plan

I. Scope of Work

The Town’s Owner Representative will represent the Town and ensure its best interests are carried out throughout for the Highway Garage project. Specific details about the project are contained in the Town of East Montpelier Request for Proposals for Architectural and Engineering Services – Town Highway Garage, dated November 7, 2023. The exact project elements and products contained therein may be altered at any time, by the Selectboard. As articulated below, the Scope of Work covers general tasks, pre-construction tasks, construction tasks, and post-construction tasks.

A. General Tasks

The Town’s Owner Representative will provide the following general services throughout the design, procurement, and construction phases of the project:

1. Confirm all project consultant team, staff members, and Selectboard and committee members are aligned with the Town’s project goals and actively working towards achieving those.
2. Provide monitoring of project management activities, including agreed-upon project management tools (e.g. software).
3. Furnish advice and consultation with the Selectboard with respect to design, engineering, scope of the work, budget and cost estimating, general contractor and subcontractor qualifications, scheduling, and construction.
4. Establish lines of communications for the project.
5. On behalf of the Town, review requests for information for planning, permitting, building deconstruction, new garage construction and related bidding needs, including (with Selectboard approval) bidding requests, construction proposal review, participate in negotiations, and oversight of work, including contract enforcement.
6. Identify for the Selectboard any risks associated with budget overruns, missed deadlines, overlooked regulatory requirements, etc. and help the Town appropriately manage and mitigate them. Based on guidance from the Selectboard, provide recommendations about potential solutions to issues rising at any stage of the project.
7. Track schedule and progress throughout all phases of the project, helping ensure the project scope is carried out on time and according to budget and meeting the Town’s interests.

Office Locations:

8. Provide regular updates about project issues and progress to the Town Selectboard, including brief written reports and attendance at Selectboard meetings (in person or remotely), which are held in the evenings twice a month.
9. Assist the Town in preparing final project evaluation for any contracted work throughout the project, conducting the evaluations on a timely basis as each work product is completed.

B. Pre-Construction Tasks

The Town’s Owner Representative will provide the following services during the design, engineering, or pre-construction phases of the project:

1. On behalf of the Selectboard, oversee:
 - a. Work for studies, permits and plans, as described in Section C. Products in the Town of East Montpelier Request for Proposals for Architectural and Engineering Services – Town Highway Garage. It is noted that the Geo-Technical Study may be performed by a firm different from the firm retained for Architectural and Engineering Services.
 - b. If needed, the Owner Representative may oversee the town’s role in coordinating with the selected consulting firm: an environmental assessment and hazardous materials surveys, or other special studies.
2. At Selectboard request, assist with selection of architect and engineering services, if that process is not completed.
3. Coordinate with retained A&E consultant firm(s) for the pre-design and schematic design, design development, permitting, construction and bidding, and post-construction phases, including holding weekly meetings on-site or online.
4. Confirm or suggest revisions to the project budget.
5. Confirm or suggest revisions to the schedule – for project phasing, in consultation with A&E firm(s).
6. Facilitate contractor solicitation and negotiations.

C. Construction Tasks

The Town’s Owner Representative will provide the following services during the garage demolition and construction phases of the project:

1. Meet on site as needed with A&E consultant (for construction administration) and contractor(s) for deconstruction of existing garage, storage container, equipment and storage areas.
2. Meet via a combination of on-site and virtual at least weekly with A&E consultant (for construction administration) and contractor(s) for construction of new garage and

Office Locations:

associated infrastructure, including potable water supply, wastewater system, utilities, fuel storage tank, driveway, etc.

3. Monitor and revise (with Selectboard approval) project schedule.
4. Review commissioning agent reports for enclosure and MEP.
5. Monitor all expenses and partial and actual change orders, requests for payment, etc.
6. Review invoices and make payment recommendations
7. Review change order requests, extra work authorizations, and claims for additional costs.
8. Manage RFP, bidding and contracting with the commissioning.

D. Post-Construction Tasks

The Town’s Owner Representative will provide the following services during the post construction phase of the project:

1. Track punch list.
2. Assist contractor(s) with setting up warranties and submitting final permit paperwork.
3. Review project closeout records to assure completeness
4. Complete project evaluation final report.

Office Locations:

Attachment B Payment Provisions

Hourly Rate:

VIS hourly rate for these services will be \$85.00/hour (eighty-five dollars per hour) for the assigned Owner's Representative services. This rate includes all wages, taxes, equipment, and insurances. The only additional charges would be for any owner approved expenses (billed at cost plus 10%) and mileage reimbursement at the Federal Rate. Invoices will be submitted on a monthly basis. We intend to manage the project in a cost-effective manner and find ways to reduce the cost of construction, if possible, without deteriorating the quality of the completed project.

Assumed Time for Performance and Expected Fee Estimates: 2024 - ~2025

Pre-Design/Schematic Design: assume forty (40) hours	<u>40hrs</u> \$3,400
Pre-Construction: assume sixteen (16) weeks @ four (4) hours/wk	<u>64 hrs</u> \$5,440
Construction: assume thirty-two (32) weeks @ twenty (20) hours/wk	<u>640 hrs</u> \$54,400
Post-Construction: assume four (4) weeks @ five (5) hours/wk	<u>20 hrs</u> \$1,700
<u>Total Project duration, hours, costs: 764 hours x \$85/hr</u>	<u>\$64,940</u>

(Additional days and/or hours will be billed at \$640/day or \$85/hr.)

The above estimate reflects VIS Owner's Representative services using available information. Based on the actual needs of service this may decrease or increase by mutual agreement of VIS and East Montpelier.

Office Locations:

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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 or the United States District Court for the District of Vermont. 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 this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: 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

Office Locations:

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.

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 if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: 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 this 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

Office Locations:

\$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 Town of East Montpelier, 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 Town of East Montpelier, 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 Town on Representations: All payments by the Town under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: 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. Location of Town Data: No Town data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

Office Locations:

Williston, Vermont

Lebanon, New Hampshire

Springfield, Vermont

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 this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- 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 this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or

Office Locations:

- 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 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

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

Office Locations:

Williston, Vermont

Lebanon, New Hampshire

Springfield, Vermont

24. 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.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or 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.

26. 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.

27. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel 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. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

Office Locations:

29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the 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 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 accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

Office Locations:

Williston, Vermont

Lebanon, New Hampshire

Springfield, Vermont

32. Requirements Pertaining Only to State-Funded Grants:

- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, 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.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Office Locations:

Williston, Vermont

| Lebanon, New Hampshire

| Springfield, Vermont