

**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Middlebury**, a **US Local Government** with its principal place of business at , **77 Main St, Middlebury, VT 05753**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues.
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 shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **21** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement  
Grant Agreement Part 1 – Grant Award Detail  
Attachment A - Scope of Work  
Attachment B - Payment Provisions  
Attachment C - Standard State Provisions for Contracts and Grants (revised 12/7/2023)  
Attachment D - Other Provisions  
Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions  
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

4. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment D – Other Provisions
  - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/7/2023)
  - 4) Attachment A – Scope of Work
  - 5) Attachment B – Payment Provisions
  - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions  
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

State of Vermont  
Agency of Transportation

Grantee:  
**TOWN OF MIDDLEBURY**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Joe Flynn

Name: \_\_\_\_\_

Title: Secretary of Transportation

Title: \_\_\_\_\_

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: P02197		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Town Highway Class 2 Roadway Program - FY25			
<sup>4</sup> Amount Previously Awarded: <b>\$0.00</b>		<sup>5</sup> Amount Awarded This Action: <b>\$200,000.00</b>	<sup>6</sup> Total Award Amount: <b>\$200,000.00</b>
<sup>7</sup> Award Start Date: Jul 01, 2024		<sup>8</sup> Award End Date: Dec 31, 2026	<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<sup>10</sup> Supplier #: 0000039947	<sup>11</sup> Grantee Name: Town of Middlebury		
<sup>12</sup> Grantee Address: , 77 Main St			
<sup>13</sup> City: Middlebury		<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05753
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation			<sup>17</sup> Business Unit: 08100
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<sup>19</sup> Match/In-Kind: \$ 20% Description: LOCAL SHARE		
<sup>20</sup> 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**

<sup>21</sup> Grantee Identifier [UEI] #: F3VRVGP3FNB9		<sup>22</sup> Indirect Rate: <u> N/A </u> % <small>(Approved rate or de minimis 10%)</small>	<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06		<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> EEI Registered Name (if different than VISION Vendor Name in Box 11):			

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> 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	\$200,000.00	\$200,000.00	Transportation Fund

**FEDERAL FUNDS**

*(includes subrecipient Global Commitment funds)*

**Required Federal Award Information**

<sup>31</sup> ALN#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> 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:					
<b>Total Awarded - All Funds</b>		<b>\$0.00</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>			

**SECTION IV - CONTACT INFORMATION**

<p><b>STATE GRANTING AGENCY</b></p> <p>NAME: Brian Sanderson          TITLE: District 3          PHONE:Cell (802) 779 - 3861          EMAIL: brian.sanderson@vermont.gov</p>	<p><b>GRANTEE</b></p> <p>NAME: Emmalee Cherington          TITLE: DPW Planning Director          PHONE:Office: (802) 388 - 4045          EMAIL: echerington@townofmiddlebury.org</p>
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**ATTACHMENT A  
SCOPE OF WORK**

The Grantee hereby certifies as follows:

- a. The Grantee has funds available to finance the local share of the project during the Grant period.
- b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
- d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 80% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 70% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- g. The Town/Municipality has completed the Environmental Resource checklist in the grant application.



# VERMONT

## AGENCY OF TRANSPORTATION

### FY 2025 Municipal Highway Grant Application

APPLYING FOR:  Structures  Class 2 Roadway  Emergency

MUNICIPALITY: Middlebury MUNICIPAL CONTACT (name): Emmalee Cherington

MAILING ADDRESS: 77 Main Street, Middlebury, VT 05753

Phone: (802) 388-4045 E-Mail: echerington@townofmiddlebury.org

ACCOUNTING SYSTEM:  Automated  Manual  Combination

SAMS #: F3VRVGP3FNB9 Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Brian Sanderson

Phone: (802) 779-3861 E-Mail: brian.sanderson@vermont.gov

#### SCOPE OF WORK TO BE PERFORMED BY GRANTEE

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

TH# 9, (Name) Halladay 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: 43.9835

Longitude: -73.1374

MM (If Available):

#### Problem:

Portions of Halladay Road have not been resurfaced in over 20 years and the pavement is extremely deteriorated. The middle section was reclaimed 14 years ago and has been preventively crack sealed. The entire length of roadway is approximately two miles. The roadway receives over 700 vehicles a day in two-way traffic. It is a popular commuter route, connecting Middlebury to Salishury.

#### Reason For Problem:

The northern and southern portion of Halladay Road exhibit base failure, extensive cracking (block, transverse, wheel track and edge), rutting, potholes and patching. In recent scoring efforts, the surfaces received less than 30 points (out of 100) for the pavement condition index. The length of roadway is approximately two miles. The section in the middle (~3000 ft) was reclaimed in 2009 and has been crack sealed.

#### Proposed Scope of Work:

The proposed work will involve the full-depth reclamation of the existing surface for the southern and northern sections of Halladay Road. If budget allows, the middle portion of the roadway will receive mill and over-lay. The middle section of roadway is not being included in cost estimate as it will be determined by municipal funding available.

#### Detailed Cost Estimate (below or attached):

18,000 SY of reclaim @ \$4.50/ sy= \$81,000

4000 T of Bituminous Pavement (4" depth) @ \$87/T= \$348,000

80 T of Bituminous Pavement (2" depth) @ \$125/T= \$10,000

Estimated Project Amount: \$ 439,000.00

Estimated Completion Date: 09/30/2025



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?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality <b><u>MUST</u></b> complete the following environmental resource checklist:	
<b>EXISTING STRUCTURES: (check all that apply)</b>	
<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:	
<b>PROJECT DESCRIPTION: (check all that apply)</b>	
<input type="checkbox"/> The project involves engineering / planning only	<input checked="" 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 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:**

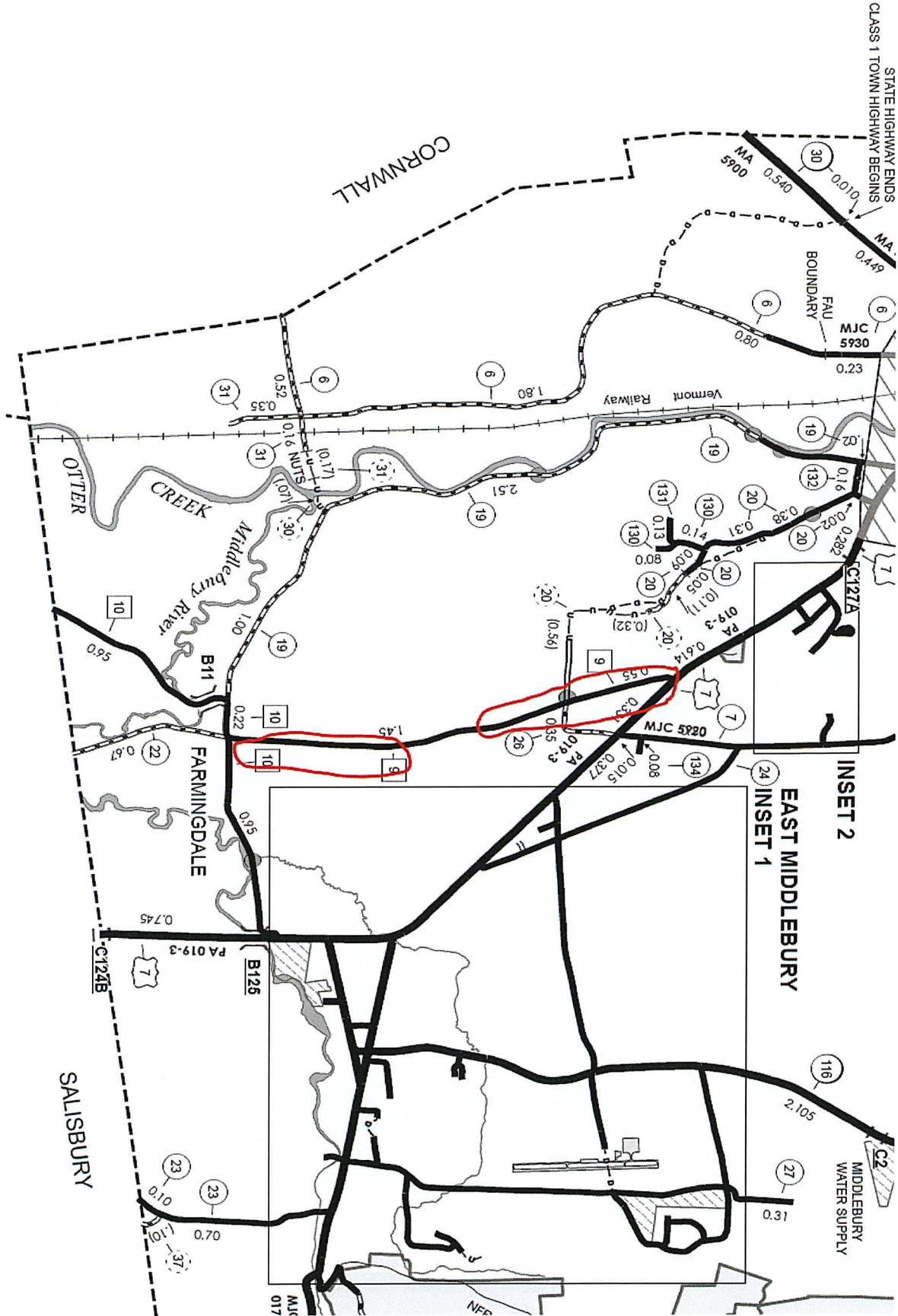
Recommended Award Amount: \$200,000.00  
 District Staff Approval: (name) Brian Saulewski Date: 4/10/24

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













# TOWN HIGHWAY GRANTS ARCHAEOLOGY/HISTORIC REVIEW EXEMPTION RECORD

To be completed by the District Tech in conjunction with the Towns.  
Check the appropriate exemption category from the boxes below.

### Roadway Exemptions

- Rehabilitation of existing surface course and/or application of new pavement on existing gravel surface
- Sub-base improvements limited to the depth of the existing sub-base

### Culvert Exemptions

- In-kind replacement of metal or tube culverts less than 50 years old in their existing location provided all work is done from the existing roadway
- In-kind replacement of liners on culverts less than 50 years old
- Re-establishing existing ditches

Municipality: MIDDLEBURY

Town Highway (description of location and project):  
TH#9 / HALLADAY ROAD - FULL DEPTH RECLAIM

District Signature & Date: Brian Sanderson 4/10/24

**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: Brian Sanderson  
Title: District Project Manager  
Address: Vermont Agency of Transportation  
District 3  
61 Valley View, Suite #2  
Mendon, VT 05701

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS****REVISED DECEMBER 7, 2023**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

**7. Defense and Indemnity:**

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection



costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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

**10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
  - i. take reasonable precautions for its protection;
  - ii. not rent, sell, publish, share, or otherwise appropriate it; and
  - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
  - i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
  - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
  - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
  - i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
  - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

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

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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



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

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

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

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

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER 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 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. **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.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **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.
9. **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.
10. **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.
11. **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](http://www.digsafe.com)). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **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).
14. **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>.



## ATTACHMENT E

### The United States Department of Transportation

### Standard Title VI/Non-Discrimination Assurances

### DOT Order No. 1050.2A

#### ***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.*





**Issue Date:** 01/01/2024

**Policy Number:** P4002024

**Certificate #:** 30

**CERTIFICATE OF COVERAGE**

**Company Affording Coverage**

**Named Member**

Town of Middlebury  
 Attn: Kathleen Ramsay  
 77 Main Street  
 Middlebury, VT 05753

VLCT Property & Casualty Intermunicipal Fund, Inc.  
 89 Main Street Suite 4  
 Montpelier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of Liability
<b>Commercial General Liability</b>  Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2024 - 01/01/2025	\$10,000,000 Per Occurrence
<b>Automobile Liability</b>  Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2024 - 01/01/2025	\$10,000,000 Per Occurrence    ACV
<b>Workers Compensation</b>  And Employers Liability	01/01/2024 - 01/01/2025	Statutory   \$5,000,000 Per Occurrence and in the Aggregate
<b>Property</b>	01/01/2024 - 01/01/2025	As Per Policy Declarations
<b>Other:</b> The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for General Liability, Automobile Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
<b>Certificate Holder:</b> State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above.  Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: \_\_\_\_\_