



RECREATIONAL TRAILS PROGRAM (RTP)
GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called “State”), and the Vermont Youth Conservation Corps with principal place of business at 1949 East Main Street, Richmond, VT (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is to complete trail construction and trail maintenance projects in Vermont State Parks and State Forests that are permissible and authorized by the United States Federal Highway Administration's (FHWA) Recreational Trails Program (RTP), under Title 23 U.S.C. 206. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance. Cancellation by either party may result in the requirement for the Subrecipient to reimburse all funds distributed under this agreement. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if the Subrecipient shall violate any of the stipulations of this agreement, the State shall thereupon have the right to terminate this agreement by giving the Subrecipient written notice of such termination and specify the effective date thereof and require reimbursement of funds distributed.
6. **Attachments:** This grant consists of the following attachments that are incorporated herein:
 - Grant Agreement Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – Other
7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- a. Grant Agreement Part 1 and Part 2
- b. Attachment C
- c. Attachment D
- d. Attachment A
- e. Attachment B

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

By the State of Vermont:

By the Grantee:

Signature

Signature

Michael C. Snyder, Commissioner
Department of Forests, Parks and Recreation

Name

Title

Date

Date

SAMPLE ONLY

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

The Subrecipient shall provide crews comprised of young adults to complete the recreational trail projects in State Parks and State Forests listed and described below.

The Subrecipient shall:

1. Perform all work in accordance with the requirements applicable to projects funded through the Federal Recreational Trails Program, under Title 23 U.S.C. 206, found online at: http://www.fhwa.dot.gov/environment/recreational_trails/legislation
2. Meet with the designated State contact, for each project, before work begins on the projects listed below to clarify the work to be performed at each work location, and the specific site location of all project components.
3. Provide crews with a skilled and experienced leader capable of directing his/her crew to complete the projects described herein in accordance with provisions of this agreement.
4. Provide all tools and equipment necessary to complete the projects described herein.
5. Closely coordinate all work with the State's designated district contact person(s) to assure a thorough understanding of timelines, location, project specifications and any other matters necessary to successfully complete the required work.
6. Execute the work described herein in a responsible manner.
7. Submit progress and completion reports to the State, as directed by the State.
8. Perform all trail construction and trail maintenance work using the United States Department of Agriculture Forest Service Trail Construction and Maintenance Notebook, available online: http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806 unless otherwise noted in the project's scope of work.
9. Seek State approval in writing for minor modifications in routes, construction/maintenance techniques and element locations due to variations in terrain. The scope and drawings included portray an ideal situation. Minor adjustments approved by the State which result in equivalent end-product shall be allowed without need for an amendment to this agreement.
10. Perform work for each project in conformance with State and local laws, regulations and permits.

The State shall:

1. Obtain all required permits.

2. Provide all materials necessary for the projects, delivered to a staging area for each project location.
3. Provide project specifications and required project design components, unless otherwise directed in a project's scope of work below.
4. Field-verify work locations.
5. Conduct site visits to assess a project's progress and completion and to verify satisfactory completion of work prior to authorizing invoice payment.

List of Recreational Trail Projects to be Performed by the Subrecipient:

Project ID#: RTP19-42

Project Name: Beach Bypass Steps

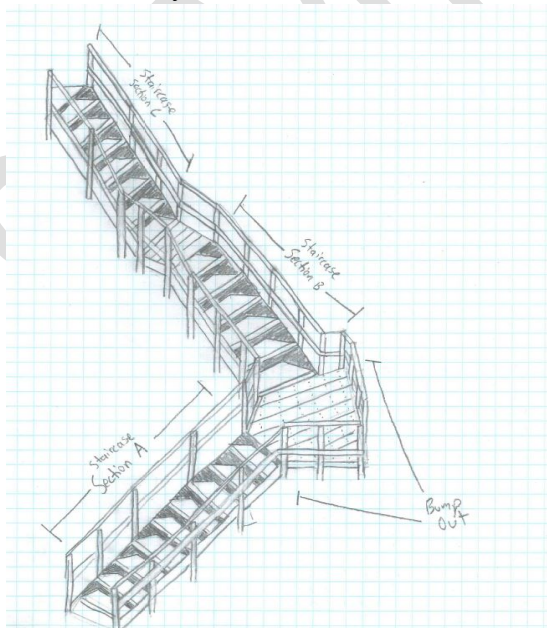
Project Location: Niquette Bay State Park

State's Contact: Jason Nerenberg

Email: Jason.nerenberg@vermont.gov Tel: 802-498-4342

Scope of Work: The Subrecipient shall de-construct the existing stairway and dispose of debris in a dumpster or truck, approximately 200 feet from the work site. After de-construction and removal of debris, the subrecipient shall construct a new wooden stairway, in the likeness of the sketch below, with a shorter step height and longer overall run and platform in the middle that will allow visitors to rest and allow opposing traffic by. The total stair length is approximately 68 feet, not including the platform. The platform will add approximately 10 feet of length. The stair tread width will be 4-feet, with a rise of 7-1/2" and a run of 10". The State will review and approve specific construction plans to be drawn up by the Subrecipient. Approved plans shall be complied with during construction.

New Stairway Sketch:



Project ID#: RTP19-54

Project Name: Hunger Mountain Metal Ladder Staircase

Project Location: CC Putnam State Forest

State's Contact: Walter Opuszynski

Email: walter.opuszynski@vermont.gov Tel: 802-522-6022

Scope of Work: Materials provided by the State and brought to a staging area will be hauled in by the Subrecipient at the project location on Hunger Mountain generally depicted on the map below in Attachment A-1-Maps. Once materials are all on site, the State will arrive and assist the Subrecipient in assembly of the staircase using specifications provided to the Subrecipient by the State's Contact. The staircase shall be bolted to the ledge with threaded rods and epoxy specifically designed with holding capacity 4,000 pounds to secure the threaded rods into the ledge. Threaded rods will then be bolted to the staircase. The end-result will be a likeness of the photo of the staircase below:



Project ID#: RTP19-55

Project Name: Elmore Mountain Fire Tower Loop Trail: Beaver Meadow Bridge Replacement

Project Location: Elmore State Park

State's Contact: Walter Opuszynski

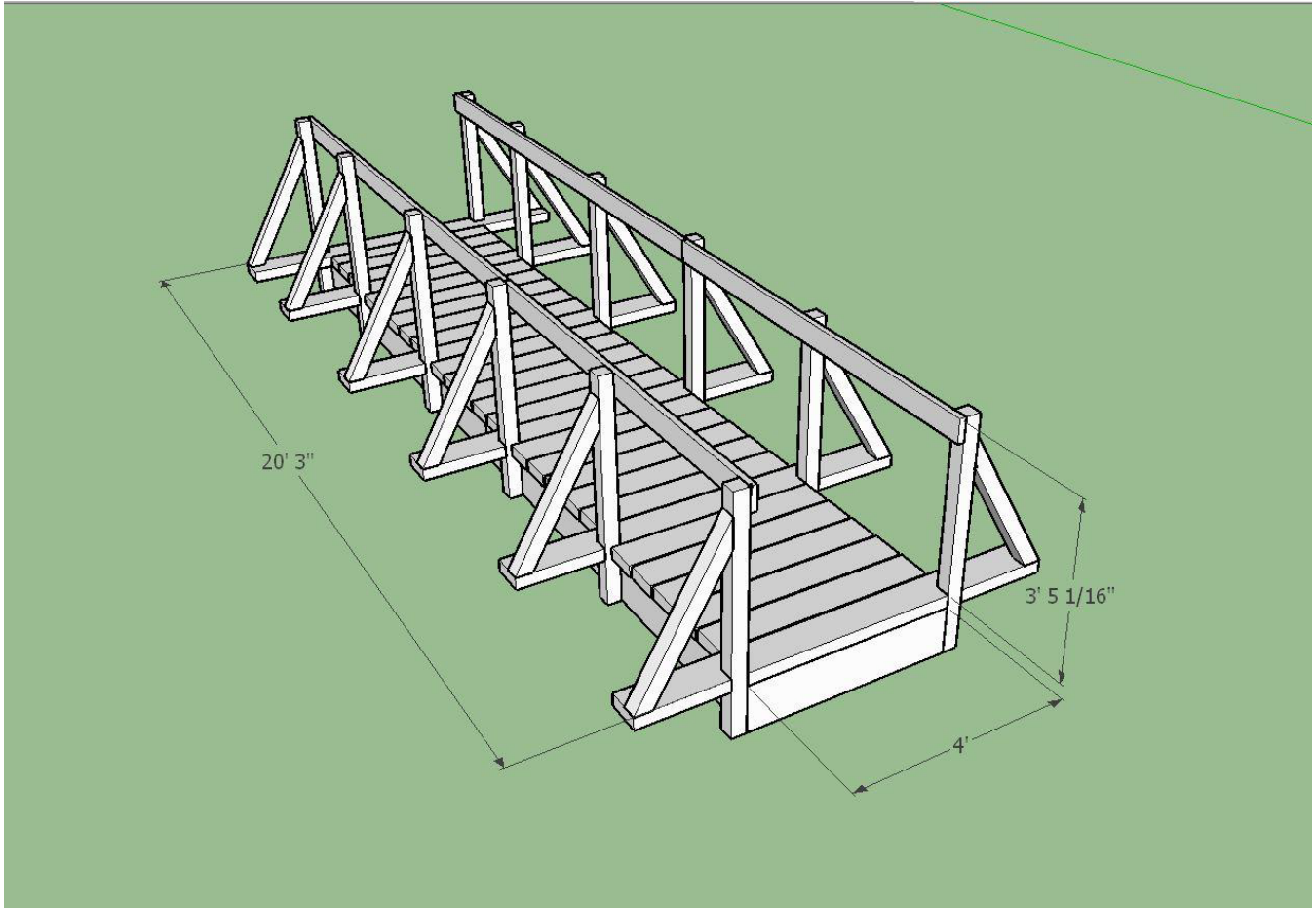
Email: walter.opuszynski@vermont.gov Tel: 802-522-6022

Scope of Work: Materials provided by the State and brought to a staging area will be hauled in by the Subrecipient to the project location on the Elmore Mountain Fire Loop Trail which is generally depicted on the map below in Attachment A-1-Maps. The Subrecipient shall dismantle and remove the existing bridge (shown in photo below). De-constructed material will be disposed of properly, as directed by the State. A new 20-foot long and 3-foot wide wooden footbridge shall be constructed to the plans and specifications provided to the Subrecipient by the State Contact, built to the design shown below. During the early stages of the project, the State Contact or his designee, will be on site to guide and explain design details.

Photo of Existing Bridge to be Removed:



Bridge Design for New Bridge to Be Constructed:



Project ID#: RTP19-58

Project Name: Spruce Mountain Trail Improvement Project, L.R. Jones State Forest, Plainfield VT

State's Contact: Walter Opuszynski

Email: walter.opuszynski@vermont.gov Tel: 802-522-6022

Scope of Work: The Subrecipient shall perform maintenance at the State's prioritized locations described below and generally depicted by number on the map below in Attachment A-1-Maps.

Project components include:

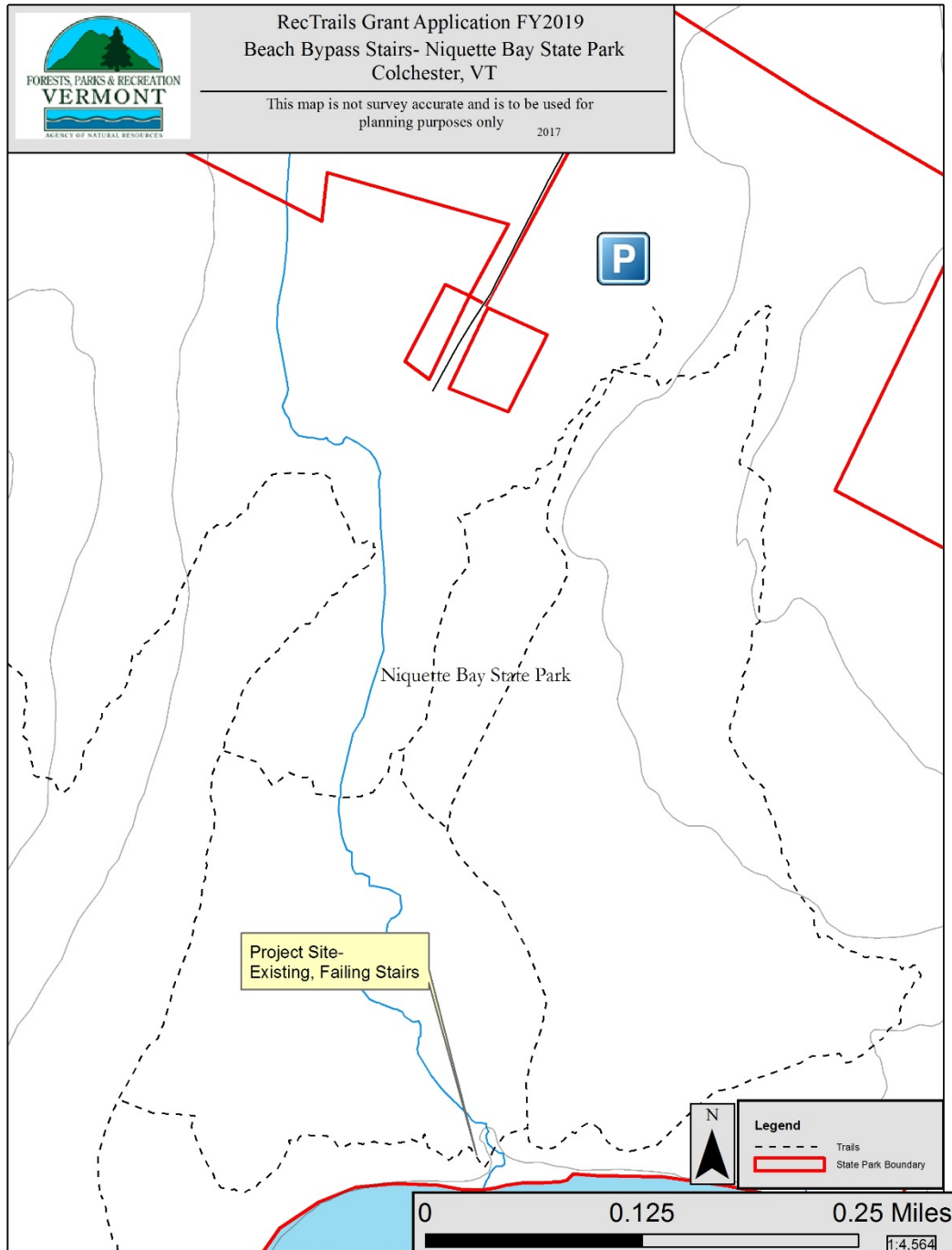
Site 1: Install two stepping stones.

Site 3: Install a 35-foot turnpike with a 3-foot width, rock retainer, crush fill, mineral soil tread, and a ditch on one side, with a more defined downhill drainage ditch.

Site 6: Install a 135-foot long turnpike with a 3-foot width, rock retainer, crush fill, mineral soil tread, and a ditch on one side, with a more defined downhill drainage ditch.

ATTACHMENT A – 1: MAPS

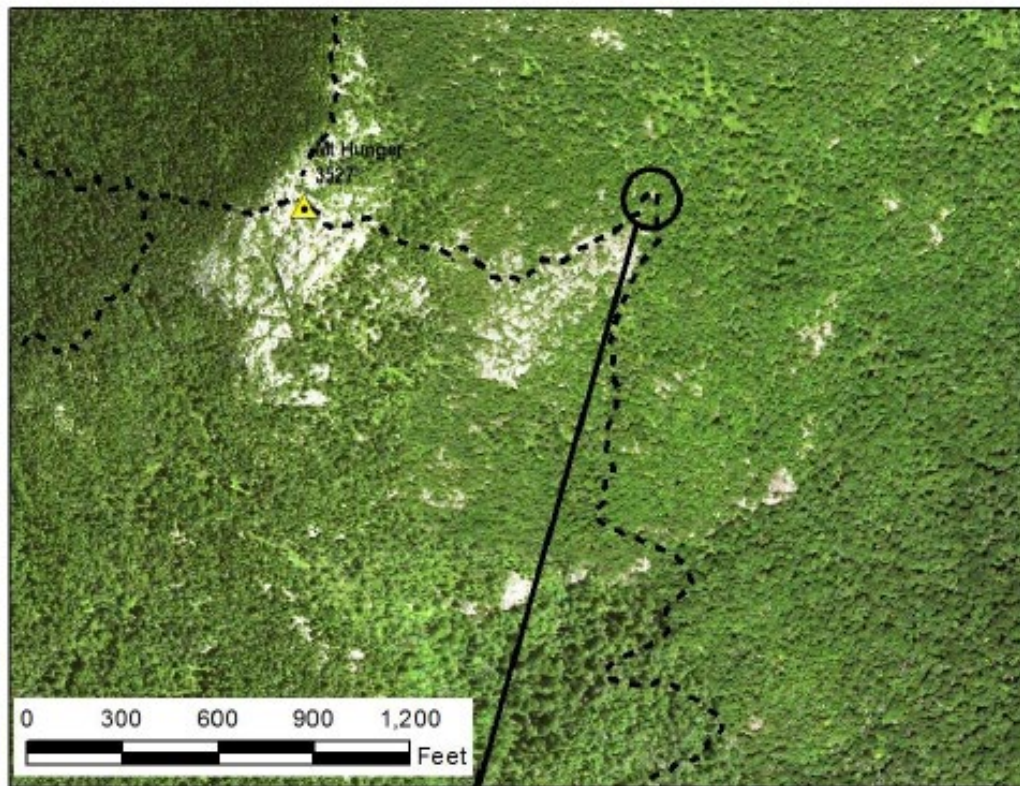
Map of Project ID#: RTP19-42 Beach Bypass Steps, Niquette Bay State Park



Map of Project ID#: RTP19-54

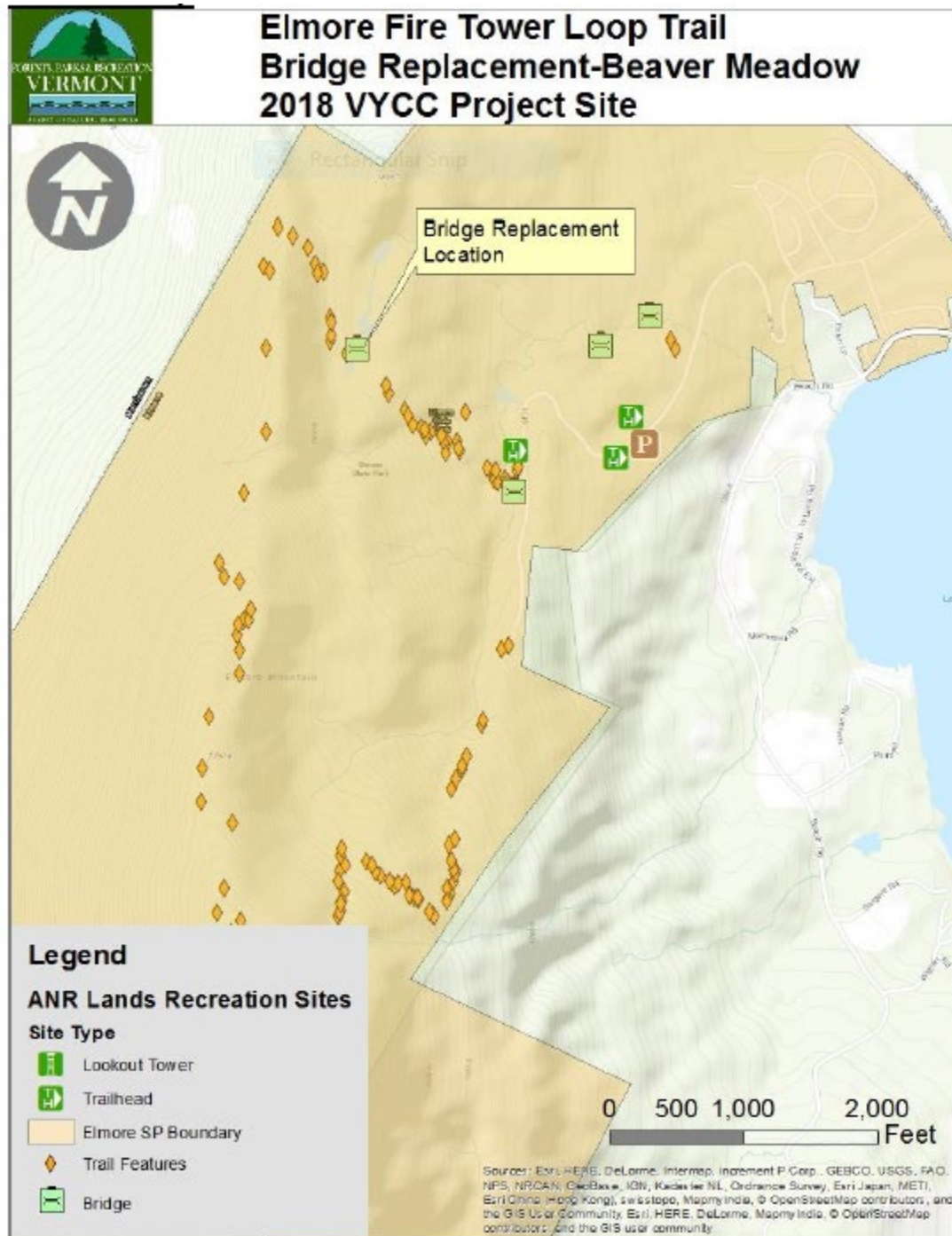
Project Name: Hunger Mountain Metal Ladder, CC Putnam State Forest

Ladder Location Hunger Mountain/Middlesex



Map of Project ID#: RTP19-55

Project Name: Elmore Mountain Fire Tower Loop Trail: Beaver Meadow Bridge Replacement, Elmore State Park



Map of Project ID#: RTP19-58

Project Name: Spruce Mountain Trail Improvement Project, L.R. Jones State Forest



**ATTACHMENT B
PAYMENT PROVISIONS**

The State shall pay the Subrecipient as follows:

1. Upon completion and acceptance of the work by the State, the Subrecipient may submit invoices, itemized by project, in accordance with the below rate schedule. The Subrecipient may issue separate invoices by project for each completed project or consolidate all projects onto one invoice.

Rate schedule with amounts not to exceed per project:

\$18,900	Project ID# RTP19-42	Beach Bypass Steps
\$ 6,300	Project ID# RTP19-54	Hunger Mountain Metal Ladder
\$ 6,300	Project ID# RTP19-55	Elmore Mtn. Fire Tower Loop Trail: Beaver Meadow Bridge
\$18,900	Project ID# RTP19-58	Spruce Mountain Trail Improvement Project

2. The Subrecipient shall submit a performance report with payment request(s), attesting to each project's completion. Final payment of the grant award will be released when the Subrecipient's performance reports and invoices are reviewed and approved by the State.
3. Invoices shall be itemized by project, using each project's ID#, and shall contain a unique invoice number, invoice date, Subrecipient's name and address, and amount.
4. If the work described in any invoice as provided by the Subrecipient has not been completed to the satisfaction of the State, as determined the State's Contact/Project Manager identified in Attachment A, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory or incomplete work will not be subject to interest or finance charges.
5. The State shall not be responsible for any other expenses of the Subrecipient.
6. The Subrecipient shall submit all invoices by email to the accounts payable office: anr.fpragreements@vermont.gov copying the State's Grant Program Manager, Sherry Winnie at sherry.winnie@vermont.gov

Invoices shall be addressed to:

Vermont Dept. of Forests, Parks & Recreation
Accounts Payable
Attn: Sherry Winnie, Grant Programs Manager
1 National Life Drive, Davis 2
Montpelier, VT 05620-3801

If the Subrecipient cannot submit invoices by email, invoices shall be mailed to the above address.

7. Payment terms for this grant will be net 30 from date of invoice in accordance with State of Vermont Finance and Management Policy #5.0 dated June 2008
8. The Subrecipient shall maintain supporting documentation in accordance with the Office of Management and Budget 2 CFR Part 200 for all costs and match reported against this agreement. The Subrecipient shall maintain all records pertaining to this agreement for a period of three years from the State's date of submission of the final expenditure report against the federal grant noted on page one of this agreement. The State will provide this date to the Subrecipient upon request.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle

any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.
10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Federal Requirements Pertaining to Grants and Subrecipient Agreements:**
 - A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more

in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

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

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

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

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

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

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

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

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

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

- 29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
STANDARD RTP GRANT AGREEMENT PROVISIONS
REVISED 09/01/2016

- 1. Federal Recreational Trails Program legislation and requirements:** The Subrecipient agrees to perform work outlined in this agreement in accordance with federal Recreational Trails Program (RTP) legislation, Title 23 U.S.C. 206, available on the Federal Highway Administration website: http://www.fhwa.dot.gov/environment/recreational_trails/index.cfm
- 2. Federal laws, restrictions and requirements:** The Subrecipient acknowledges that the funds it is receiving under this agreement are proceeds from the RTP, which are subject to certain legal restrictions and requirements. The Subrecipient agrees to abide by those and all other relevant federal, state, and local laws and regulations in the fulfillment of the project described in Attachment A.
- 3. Compliance with Federal, State and Local Requirements.** The Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances, regulations, permits or clearances applicable to each project in this agreement.
- 4. Fair Labor Wages (Davis-Bacon Act):** If an RTP project is within the right-of-way of a Federal-aid highway, Davis-Bacon wage rates under 23 U.S.C. 113 (a) must be followed. If an RTP project is not within the right-of-way of a Federal-aid highway, then 23 U.S.C. 113 (a) does not apply.
- 5. Signage:** Signs which function as traffic control devices must conform with the *Manual on Uniform Traffic Control Devices* (MUTCD). Part IX of the MUTCD, Traffic Controls for Bicycle Facilities, covers the bicycle related signs, pavement markings, and signals which may be used on highways or bikeways. Part IX is applicable to shared use paths (nonmotorized multiple-use trails which may provide a transportation purpose). The publication *Standard Highway Signs* has the detailed drawings for the highway signs prescribed in the MUTCD. These documents are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. See also: http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm.
- 6. Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
- 7. Trail Standards:** Standards for design, construction, rehabilitation, and maintenance of trails shall be used and the State shall provide information to the recipient about available design guide resources for meeting trail standards.
- 8. State Historic Preservation Office (SHPO) Section 106 Archeological Clearance:** This grant agreement is subject to the compliance of Section 106 of the National Historic Preservation Act and the State Historic Preservation Office (SHPO) Section 106 archeology clearance, including any conditions, or mitigation strategies, to be determined by SHPO, through the Vermont Division for Historic Preservation (DHP).
- 9. Compliance with Uniform Administrative Requirements:** The Subrecipient of a federal Recreational Trails Program grant is regulated under federal uniform administrative

requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in 2 CFR Part 200, available through FHWA's website:

http://www.fhwa.dot.gov/environment/transportation_enhancements/guidance/allowcosts.cfm

SAMPLE ONLY