



10. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment D – Other Grant Provisions
- Attachment E – Request for Approval to Subcontract

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

**STATE OF VERMONT**

**By:**

\_\_\_\_\_

**Commissioner**

**Dept of Environmental Conservation**

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

**GRANTEE**

**By:**

\_\_\_\_\_

**Name:** (Print) \_\_\_\_\_

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

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

## **Attachment A**

### **Scope of Work to be Performed**

<b>Part or All of the Scope May Be Subcontracted With Written Prior Approval From the State</b>
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The Grantee will use this award to implement the shoreline stabilization mini-grant program, which will assist shoreland property owners in designing and constructing lake-friendly shoreline protection techniques, serving the dual purposes of protecting the State's water quality from sediment and phosphorus pollution and supporting the Grantee's Water Quality Program. The grantee is one of 11 regional planning commissions throughout Vermont and is located in the City of St. Albans. The Grantee provides technical assistance, facilitates projects, and builds the capacity of local communities related to local and regional planning issues.

Shoreline erosion contributes to water quality problems in Lake Champlain. As the soil erodes into the lake, it pollutes the water with phosphorus and other harmful nutrients that feed the growth of blue-green algae. Spring 2011 flooding reached historic levels in Lake Champlain, resulting in an unprecedented amount of shoreline destabilization in Franklin and Grand Isle counties. The Grantee held several shoreline stabilization workshops in June and July 2011 and found that there would be significant demand for a shoreline restoration grant program.

Shortly after receiving the fully executed grant agreement, the Grantee is required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline.

Under this agreement, the Grantee will provide up to 50 small grants to individual Lake Champlain shoreline property owners in Franklin and Grand Isle counties for technical assistance, including site-specific design, advice, implementation and other services necessary to stabilize the eroded lakeshore, and repair or replace damaged trees and other vegetation. Selected projects will enhance wildlife habitat, focusing on non-structural (purely vegetated), predominantly vegetated bio-engineered and bio-technical erosion control and stabilization solutions.

While there will be a combined total of up to 50 projects for Phase I and Phase 2 (see below), the individual number of Phase 1 and Phase 2 projects will vary based on property owner interest, feasibility and complexity of projects. The cost of projects will vary along these lines as well although the maximum dollar amount for an individual Phase 1 or Phase 2 grant will not exceed \$5,000.

#### **Tasks and Deliverables:**

##### **(1) Property Owner Outreach**

The Grantee will reach out to lakeshore property owners to promote the grant program through a variety of channels, using contact information already in their possession: direct mail, Front Porch Forums, e-mail, Press Releases, a public Question & Answer session and an additional shoreline stabilization workshop. The Grantee will develop marketing materials for this purpose.

##### **(2) Phase 1 Mini Grants - Property Owner Technical Assistance**

Phase 1 would include a site visit by a technical consultant (e.g. engineer, arborist, landscape architect) and design plans for an appropriate stabilization option. Subcontractors will be selected through a Request for Qualifications (RFQ) process conducted by the Grantee with a not-to-exceed per project dollar amount. Property owners will be required to provide up to 20 percent of project cost toward this phase.

##### **(3) Phase 2 Mini Grants - Project Implementation Assistance**

Phase 2 will provide property owners with funding to implement projects. Funds may cover engineering services based on the designs developed in Phase 1, as well as plantings for and construction of the selected option. Property owners will be required to provide up to 20 percent of project cost toward this phase.

#### **(4) Reporting**

The Grantee will provide quarterly progress reports on tasks and deliverables. A final report will include visual and written documentation of Phase 1 and Phase 2 projects, including shoreline stabilization “case studies” on common shoreline problems to be used for public education.

#### **Types of Eligible Projects:**

Project types are expected to vary based on site-specific conditions, but may include the methods below (there may be additional appropriate techniques not listed here):

##### *Non-structural Methods*

- Re-vegetation with native species
- Relocation (of threatened structures such as buildings, roadways, septic systems, and water lines)
- Drainage (on banks that have become eroded from surface runoff)

##### *Bio-engineered Methods*

- Live staking
- Contour wattling
- Brush layering
- Brush matting

##### *Bio-technical Methods*

- Erosion control matting
- Vegetated Gabion Wall (in very limited circumstances)
- Vegetated Gabion Mattress (in very limited circumstances)
- Vegetated riprap
- Vegetated cribbing (a.k.a. live cribbing)

Purely “structural” projects such as, but not limited to the following will not be funded:

- Riprap revetment
- Gabion mattress
- retaining wall
- Gabion wall
- Bulkheads
- Groins
- Breakwaters

#### **Application Selection Process and Ranking Criteria**

The Grantee will develop an application form and coordinate a committee of Grantee and State representatives. Committee responsibilities will be to:

- Review RFQ and help to select project consultants;
- Attend shoreline stabilization workshop/Public Q & A session
- Review application materials;
- Review and rank project applications; and
- Review final report and case studies.

Projects will be selected based on the following ranking criteria:

- Project will result in a more resilient shoreline than existed before;
- Project has less of an impact on the shoreline compared to what was there before: e.g. a stone riprap wall is replaced by a brush mattress;
- Project will maximize the use of vegetation

- Project will improve wildlife habitat value by increasing vegetation and restoring a more natural shoreline;
- Applicant will contribute to the cost of the project to show their commitment;
- If a Phase 2 application: Property owner did not participate in Phase 1 (and therefore has not benefitted from funding as of yet); and
- Applicant is willing to have their project highlighted as a demonstration and allow photos of and limited visitors to the site.

### Grant Timeline

	Aug 2011	Sept 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	Spring 2012	Summer 2012	Fall 2012
ERP Grants Awarded											
Property Owner Outreach											
Project Application and Selection											
Phase 1 - Technical Assistance)											
Phase 2 – Project Implementation Assistance											
Final Report Due to the State within 30 days of November 30, 2012											

## Attachment B Budget and Payment Provisions

### Budget

	This Grant	Other Funds	Match Required	Total Project Budget
Personnel	\$5,138			\$5,138
Fringe Benefits	\$2,438			\$2,438
Travel	\$308			\$308
Equipment				
Supplies	\$200*			\$200
Contractual	\$91,500	Up to \$22,875		\$114,375
Construction				
Other				
Indirect	\$6,452			\$6,452
<b>TOTAL</b>	<b>\$106,036</b>	<b>**\$22,875</b>		<b>\$128,911</b>

\*Includes copying and printing costs

\*\*Landowner cost-share

### Payment Provisions

#### Indirect Cost Justification:

Notwithstanding any other provision of law, none of the funds made available in this agreement may be used to pay negotiated indirect cost rates in excess of 20% of the total cost of this agreement: This limitation shall apply only to contracts, grants, or cooperative agreements entered into after 7/1/08.

Provisional indirect cost rate of 85.16%

#### Risk-Based Monitoring System: Risk Level III

Risk Level	Financial Monitoring	Programmatic Monitoring
I	Advance payment amount not to exceed 50% of total grant award	-Program Reporting as defined in scope of work (Attachment A) -On-site Visits -Email Correspondence -Phone Assistance on Request
II	Advance Payment only for equipment, personnel and operating costs and other start-up costs: amount not to exceed 90 days of anticipated costs and/or 50% of total grant award.	-Program Reporting as defined in scope of work (Attachment A) -On-site Visits -Email Correspondence -Phone Assistance on Request
III	Advance Payment only for equipment and other start-up costs and no more than 60 days of other costs. Submittal of documentation with invoices.	-Program Reporting as defined in scope of work (Attachment A) -On-site Visits -Email Correspondence -Phone Assistance on Request -Quarterly submittal of program report
IV	Advance Payment only for equipment and other start-up costs and no more than 30 days of other costs. Submittal of documentation with invoices. Quarterly submittal of financial report.	-Program Reporting as defined in scope of work (Attachment A) -On site Visits -Email Correspondence -Phone Assistance on Request -Quarterly submittal of program report. -Spot on-site visits

Milestone Payments The first milestone of \$24,800 will be made when Grantee informs the State via written communication that the Phase I subcontractor(s) has been selected. The second milestone payment of \$59,000 will be made after Grantee and State committee have selected the Phase II projects and Grantee informs the State via written communication that the Phase II projects have been approved.

The Grantee shall:

- Maintain a copy of all receipts on file for review upon request by the State,
- Include a copy of all receipts for costs requested for reimbursement.

X Other: Maintain a copy of all receipts on file for review upon request by the State. All future payments (other than two milestone payments) will be on a reimbursement basis and will be made following a review of the grantee's progress towards the deliverables as set in the grant agreement. The reporting of this progress is the responsibility of the grantee. Requests for reimbursement cannot be made more often than every 30 days.

Other Provisions

Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: Susan Warren

Department: DEC – Water Quality Division

Address: 103 South Main Street, Building 10 North, Waterbury, VT 05671-0408

Final Payment: 10% retainer (\$10,589) will be held until final report is received. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.



Vermont Department of Environmental Conservation

Agency of Natural Resources

### Form 430 Request for Funds

Invoice     Request for Advance Payment     Itemization of Expenditures

*Form must be filled out entirely before payment is released*

**Grantee Name:** Northwest Regional Planning Commission

**Grant #:** 2012-ERP-3-01      **Purchase Order #:**      **Payment#:**      **Amount Requested:**

	This Period (Date Range Requested)	Itemization of Previous Billed (Date Range being Itemized)	Total Invoiced to Date Grant Amount
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual			
Other			
Advance Payment			
Indirect			
<b>TOTAL</b>			
<b>Remaining Grant Balance</b>			

**Approvals for Payment**

**Signed by:**

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

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

*The Grantee certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement. The Grantee agrees to produce, on request, the source documents upon which this invoice is based. For advance payments, the Grantee agrees to spend these funds on activities and purposes in accordance with the grant agreement.*

State's Grant Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*the Grant Manager has reviewed the financial and work plan reports submitted to date and finds they are in accordance with the grant agreement*

DEC Business Office: \_\_\_\_\_ Date: \_\_\_\_\_

*The DEC Business Office processed the current invoice for payment on signed date.*



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS (Revised 01/11)**

- 1. 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.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. 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.
- 4. Appropriations:** 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.
- 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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

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.

- 7. 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

**9. 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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.

**12. 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.

**13. 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.

**14. Child Support:** (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.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. 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.

## **Attachment D**

### **Other Grant Agreement Provisions**

- 1. Erosion Prevention and Sediment Control:** All aspects of the project involving earth disturbance shall, at a minimum, comply with the requirements listed within the “Low Risk Site Handbook for Erosion Prevention and Sediment Control,” available at:  
[http://www.vtwaterquality.org/stormwater/docs/construction/sw\\_low\\_risk\\_site\\_handbook.pdf](http://www.vtwaterquality.org/stormwater/docs/construction/sw_low_risk_site_handbook.pdf)

Projects disturbing more than 1 acre must seek coverage under the Vermont Construction Stormwater General Permit 3-9020. For more information, see  
[http://www.vtwaterquality.org/stormwater/htm/sw\\_cgp.htm](http://www.vtwaterquality.org/stormwater/htm/sw_cgp.htm)
- 2. Subcontracting:** Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. All subcontractors must be documented on the attached Request for Approval to Subcontract form (Attachment E).

**Attachment E**  
**Department of Environmental Conservation**  
**Request for Approval to Subcontract**

Date of Request: \_\_\_\_\_

Original Grantee/Contractor Name: _____	Signature: _____
Address: _____	
Phone Number: _____	
Contact Person: _____	
Agreement #: _____	

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Subcontracted Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Is any portion of the work being outsourced outside of the United States?      YES      NO**

Dollar Amount of Subcontracted Services:      \$ \_\_\_\_\_

Date Range for Subcontracted Services:      Start: \_\_\_\_\_      End: \_\_\_\_\_

DEC Contact Person: _____	Signature: _____
Phone Number: _____	

Business Office Review

Comments: \_\_\_\_\_

**Approval:** \_\_\_\_\_      **Title:** \_\_\_\_\_      **Date:** \_\_\_\_\_

***Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont. On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.***

**Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:**

**11. Taxes Due To The State:**

- a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

**12. Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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.

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

**13. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.