

LCBP SUBAWARD AGREEMENT

between

NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION

and

«CONTRACTOR»

THIS AGREEMENT is made by the NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION (NEIWPC), having its principal office at 650 Suffolk Street, No. 410, Lowell, Massachusetts 01854, and «Contractor» (“Subrecipient”), having its principal office at «C_Address», «C_City», «C_State» «C_Zip»; (Tel: «C_Phone»; Email: «Email»); Technical Contact: «Contact».

This Agreement provides for NEIWPC, as the recipient of U.S. Environmental Protection Agency (EPA) financial assistance, to make a subaward using federal funds to Subrecipient in compliance with 2 C.F.R. 200.332(a). This Agreement incorporates by reference the following documents:

- APPENDIX I – Federal Award Project Description
- APPENDIX II – Federal Award Conditions
- APPENDIX III –NEIWPC Standard Clauses
- APPENDIX IV – Insurance Specifications
- APPENDIX V – Scope of Work
- The Request for Proposals (RFP) and any clarifying responses by NEIWPC; and
- The Subrecipient’s proposal and any clarifying responses by the Subrecipient.

All other prior agreements, representations, statements, negotiations, and undertakings are superseded.

Section I. Description

The EPA project title is “Lake Champlain Basin Program Infrastructure Investment and Jobs Act FY25-26.” The Federal award project description is attached hereto as APPENDIX I and incorporated herein by reference. This Subaward is not for research and development.

Section II. Federal Requirements

A. Federal Award Identification.

1. Subrecipient’s Unique Entity Identifier in the federal System for Award Management (SAM) is «UEIDUNS».
2. The Federal Award Identification Number (FAIN) for this Subaward is **4N00A01870**.
3. The EPA Award Date is **9/24/25**.

4. The Subaward Period of Performance Start Date is the date of execution of this Agreement and the End Date is «**Contract_End_Date**».

5. The amount of EPA Funds obligated to NEIWPC under the award is **\$7,522,000**.

6. The total amount of EPA Funds obligated to the Subrecipient under this subaward is **\$«Federal_Money»**.

7. The parties acknowledge EPA is the Federal awarding agency, and NEIWPC is the pass-through entity, as defined in 2 CFR 200.1, for purposes of this Subaward. The contact information for NEIWPC's awarding official for this Subaward is as follows:

Susan J. Sullivan, Executive Director
New England Interstate Water Pollution Control Commission
650 Suffolk Street, Suite 410
Lowell, MA 01854
P: 978-323-7929
ssullivan@neiwpc.org

8. The Assistance Program (CFDA) Number for this Subaward is **66.481**.

9. The Assistance Program Title for this Subaward is Lake Champlain Basin Program.

10. The Subrecipient's Indirect Cost Rate for the Federal award is the 15% de minimis rate unless, for each Fiscal Year, the Subrecipient negotiates a fixed carry-forward indirect cost rate with its cognizant agency. The Subrecipient must bill and report indirect costs based on the fixed carry-forward rate in the Negotiated Indirect Cost Rate Agreement in effect at the time of expense.

B. "Flow down" requirements.¹

1. The Subrecipient agrees to comply with all flow-down requirements imposed on NEIWPC under the EPA award to ensure that the EPA award is used in accordance with all applicable Federal statutes, regulations, and the terms of the EPA award. These requirements include, among others:

- (a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

¹ "Flow down" requirements include those statutory, regulatory, and Executive Order requirements that NEIWPC, as a "pass-through entity" that makes subawards, is required to identify as potentially applying to subrecipients on EPA funded projects under 2 CFR 200.332(a)(2).

- (b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Terms and Conditions of the NEIWPC's agreement with EPA, captioned "Reporting Subawards and Executive Compensation."
 - (c) Limitations on individual consultant fees, as set forth in the General Procurement Standards at 2 CFR 1500.10 and the General Terms and Conditions of NEIWPC's agreement with EPA, captioned "Consultant Fee Cap."
 - (d) EPA's prohibition on paying management fees as set forth in the General Terms and Conditions of NEIWPC's agreement with EPA, captioned "Management Fees."
 - (e) The Procurement Standards in 2 CFR Part 200, including those requiring competition when the Subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
 - (f) Pursuant to Executive Order 13798, entitled "Promoting Free Speech and Religious Liberty," public recipients of federal funds are prohibited from conditioning subawards in a manner that would disadvantage applicants based on their religious character.
2. Other federal requirements that may apply to this subaward include the following:
- a. EPA's [2024 General Terms and Conditions](#);
 - b. EPA's [Cybersecurity Condition](#);
 - c. EPA's [Program Specific Terms and Conditions](#);
 - d. EPA's Public Awareness Terms and Conditions, including:
 - i. EPA's [Signage Required Term and Condition](#);
 - ii. EPA's [EPA Logo and Seal Specifications for Signage](#); and
 - iii. EPA's [Clean Water Act Section 319 Public Awareness term and condition effective October 1, 2014](#);
 - e. [EPA Office of Research and Development Research Terms and Conditions effective December 15, 2021, or later](#); and
 - f. The applicable requirements in the EPA document entitled, "Information on Requirements that Pass-Through Entities must 'Flow Down' to Subrecipients," revised March 2023, available at this link:
https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf.
3. Federal Award Conditions. The Subrecipient agrees to comply with the applicable conditions of the Federal award attached hereto as Appendix II and incorporated herein by reference.

Section III. AGREEMENT

1. Scope of Work. The Subrecipient agrees to conduct work on the project in accordance with the Scope of Work, reporting schedule, and budget attached hereto as APPENDIX V and incorporated herein by reference.
2. NEIWPC Standard Clauses. The Subrecipient agrees to comply with the NEIWPC Standard Clauses attached hereto as APPENDIX III and incorporated herein by reference.
3. NEIWPC Project Contact(s). The following NEIWPC staff will provide the Subrecipient technical and administrative oversight of the work performed under this Agreement. The Subrecipient agrees to submit all deliverables and invoices required by this Agreement to the following NEIWPC Project Contact(s):

«Project_Officer»	«Project_Officer_2»
«P_Company»	«PO2_Company»
«P_Address1»	«PO2_Address»
«P_City», «P_State» «P_Zip»	«PO2_City», «PO2_State» «PO2_Zip»
Tel: «P_Phone»	Tel: «PO2_Phone»
Email: «P_Email»	Email: «PO2_Email»

4. Insurance. Prior to the start of work, the Subrecipient agrees to procure, at its sole cost and expense, and always maintain in force during the term of this Agreement, policies of insurance as set forth in APPENDIX IV hereto and incorporated herein by reference, written by companies authorized to issue insurance in the state where the work under this Agreement will be performed (Admitted Carriers). NEIWPC, at its sole discretion, may accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed surplus lines affidavit; provided that nothing herein shall be construed to require NEIWPC to accept insurance placed with a non-authorized carrier under any circumstances. Upon award, the Subrecipient agrees to deliver to NEIWPC evidence of such policies (i.e., a Certificate or Certificates of Insurance). In the event there is a claim asserted that is covered by insurance and upon request of NEIWPC, the Subrecipient agrees to make available for inspection to NEIWPC, at NEIWPC headquarters during reasonable business hours, any applicable policy required by this Agreement. Throughout the duration of this Agreement, the Subrecipient agrees to notify NEIWPC of any material changes to the policy or any cancellations prior to the expiration date. The Subrecipient agrees that any failure to comply with the requirements herein is cause for cancellation or termination of this Agreement. NEIWPC reserves the right to withhold payments due under this Agreement for any such noncompliance.
5. Matching Funds. The Subrecipient agrees to provide [\[INSERT “a minimum of” OR “an anticipated amount of\] \\$«Match_Money»](#) in non-federal matching funds or in-kind services and resources. The Subrecipient further agrees to meet the federal requirements for matching funds,

including ensuring that non-federal funds are expended concurrently with the expenditure of the funds from the Federal award and within the approved project period. The Subrecipient agrees to document the use of the matching funds on a form provided by NEIWPC and to submit the form to NEIWPC for approval with the Final Invoice (*i.e.*, the closing bill). The Subrecipient agrees to maintain records in accordance with applicable federal requirements, including documentation of how the value placed of any in-kind contributions was derived. The Subrecipient agrees to resolve all disputes with EPA regarding the qualification of any matching funds.

6. Duration of the Agreement. The Subrecipient agrees to not commence work prior to the date this Agreement is executed and to complete all work required by this Agreement by «**Contract End Date**».

7. Compensation to the Subrecipient.

- (a) NEIWPC's obligation under this Agreement is for a total amount not to exceed \$«**Federal Money**» for the duration of this Agreement (the "Contract Price"). NEIWPC's payment is contingent upon NEIWPC's receipt of funding under the Federal award.
- (b) NEIWPC's payments for work performed under this Agreement will be based on NEIWPC's approval of the Subrecipient's invoices, receipt of the Subrecipient's Form W-9, and receipt of a current insurance certificate as required by this Agreement. The Subrecipient agrees that the tasks will be completed before payment is sought, and that partial payment for individual tasks is not permissible under this Agreement.
- (c) For any supplies or professional services purchased in connection with the execution of relevant tasks outlined in the workplan, Subrecipient shall provide detailed receipts or proof of purchase for each transaction when submitting invoices for each completed task. All receipts must be submitted to NEIWPC along with the invoice for the completed task.
- (d) The Subrecipient agrees to submit its invoices to the designated NEIWPC Project Contact(s) for approval in accordance with the Payment Schedule. Invoiced expenditures must agree with the approved Task Budget. Invoices must include the following: (i) the Subrecipient's name and address; (ii) the invoice date; (iii) the Agreement Project Code number, if any; (iv) the time period for the work covered by the invoice; (v) a description of the work performed; (vi) the applicable shipping and payment terms; (vii) the address where payment is to be sent; (viii) the person to be notified if the invoice contains a defect; (ix) itemized documentation of the costs associated with the work performed; (x) except with respect to the Final Invoice, a brief written progress report; and (xi) any data or other documentation NEIWPC reasonably requests.

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, requests for payment under this

Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this invoice, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

(e) The parties agree to the following Payment Schedule:

[INSERT PAYMENT SCHEDULE]

\$«Federal_Money» Total

The Subrecipient agrees to submit the Final Invoice by **«Final_invoice_Due»** to NEIWPC's Project Contact for review.

The Subrecipient agrees to submit all invoices in accordance with the Payment Schedule and consistent with the Task Budget following completion of the enumerated tasks in accordance with the description in the Scope of Work. The Subrecipient acknowledges that NEIWPC has no obligation to process invoices requesting partial payment for any one or more of the enumerated tasks.

The Subrecipient agrees to invoice all completed tasks, if any, not yet billed, by September 30th of each year within the project period no later than October 31st of the same year.

- (f) The Subrecipient acknowledges that the Final Invoice must include all outstanding charges due for work on the project. NEIWPC reserves the right to deny payment for any work on the project not captured by the approved Final Invoice.
- (g) The Subrecipient agrees that the Contract Price constitutes the total compensation payable by NEIWPC to Subrecipient for the work required by this Agreement. The Subrecipient agrees to perform the work as set forth in the Scope of Work without any change in the Contract Price. The Subrecipient acknowledges that any charges incurred exceeding the Contract Price will not be subject to reimbursement under this Agreement.
- (h) The Subrecipient acknowledges that the Contract Price includes all applicable Federal, State, and local taxes, fees, and duties.
- (i) NEIWPC agrees to pay all approved invoices within forty-five (45) days of receipt, provided that the invoice is approved by the NEIWPC Project Contact(s) and

accompanied by the corresponding Quarterly Report or the approved Final Report, as applicable. NEIWPC may refuse to approve any part of an invoice if:

- i. the work performed is defective or otherwise fails to meet the requirements of this Agreement;
 - ii. the work performed is subject to any pending claim or the imminent filing of such a claim is reasonably certain; or
 - iii. the invoice is otherwise inconsistent with the terms and conditions of this Agreement.
- (j) Payment will be based on receipt of a proper invoice and satisfactory contract performance.

8. Quarterly and Final Reports. The Subrecipient agrees to prepare the following written or electronic reports for submittal to the NEIWPC Project Contact(s):

- (a) The Subrecipient agrees to submit one- to two-page Quarterly Reports by the 10th day after the end of each calendar quarter (i.e., by April 10 for January-March, by July 10 for April-June, by October 10 for July-September, and by January 10 for October-December). The Subrecipient agrees to describe in each Quarterly Report the progress of work through the quarter, the outputs completed, the problems encountered and anticipated, including the resolution of such problems identified, a summary of the activity planned during the next quarter, and a comparison of the percentage of the project completed with the project schedule. NEIWPC's payment of the Subrecipient's invoices for work performed is contingent upon NEIWPC's timely receipt and approval of Quarterly Reports.
- (b) The Subrecipient agrees to submit to the NEIWPC Project Contact(s) a draft Final Report that complies with the Scope of Work, and the terms and conditions of this Agreement, for approval no later than «**Final Report Due**». The Subrecipient agrees to complete all tasks described in the Scope of Work prior to submittal of the draft Final Report.
- (c) The Final Report should include an executive summary suitable for a broad audience, describing the project, its results, and its measurable impacts over the project period, including development of tools and resources, data collected and how to access it, and any communication materials developed for the project. The Final Report should document project activities over the entire project period and should include information summarized from Quarterly Reports.
- (d) NEIWPC agrees to promptly notify the Subrecipient of any deficiencies identified on review of the draft Final Report and of any revisions necessary.
- (e) The Subrecipient agrees to submit the Final Report and the Final Invoice for payment upon the NEIWPC Project Contact's or Contacts' approval of the Subrecipient's draft

Final Report. The Final Invoice must include all non-federal match accounting and be clearly marked “Final.” NEIWPC’s payment of the Subrecipient’s Final Invoice for work performed is contingent upon NEIWPC’s timely receipt and approval of the Final Report. NEIWPC reserves the right to deny payment of a late Final Invoice.

9. Notifications. Unless otherwise expressly provided in this Agreement, any notice from one party to the other required or permitted to be given hereunder shall be in writing when delivered to the address, by e-mail, or by certified mail, return receipt requested, to the following addresses:

If to the Subrecipient:

«CONTRACTOR»
«Signatory Name»
«Signatory Title»
«C Address», «C City», «C State» «C Zip»
E-mail Address: «Email»

If to NEIWPC:

NEIWPC
650 Suffolk Street
Suite 410
Lowell, MA 01854
Attention: Susan Sullivan, Executive Director
E-mail Address: ssullivan@neiwpc.org

At any time, either party may designate a new recipient or address for the receipt of notices by providing written notice of such new recipient or address to the other party as provided herein.

10. The parties agree the parties may electronically sign this Agreement, and such electronic signatures will not be denied legal effect or enforceability solely because it is in electronic form. An electronic signature can take the form of either (a) a scan of the party’s handwritten signature; (b) an electronic signature made by means of a stylus, an electronic pen, a computer mouse, a touch screen, or other similar method; (c) an electronically inserted image intended to substitute for a signature; or (d) a “/s/ name of signatory” block.

IN WITNESS WHEREOF, the undersigned, having read this Agreement in its entirety, including all appendices hereto, if any, do hereby agree and certify as to having authorization to contract on behalf of the party represented.

FOR NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION

Susan J. Sullivan,
Executive Director

Date:

«Project_Title»
NEIWPC Job Code: «Job_Code»
Project Code: «Project_Code»

FOR «CONTRACTOR»

By signing this Agreement, I certify to the best of my knowledge and belief that the Agreement is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

«Signatory_Name»,
«Signatory_Title»

Date:

APPENDIX I

Federal Project Description

The work to be accomplished with this award is to support Lake Champlain Basin Program's implementation of priority projects funded with appropriations from the Infrastructure Investment and Jobs Act in support of the Lake Champlain management plan, Opportunities for Action (OFA). In FY25, priority work includes 1) improving aquatic organism passage to remove barriers to aquatic organism passage and restore stream connectivity, adding high-quality habitat, connecting cold-water stream networks, and enhancing natural ecosystem function of river systems; 2) land acquisition and conservation in support of clean water and healthy ecosystems through projects that protect or improve water quality, enhance aquatic, riparian, or shoreline habitat for native species, and provide flood resiliency; and 3) tree nursery support to measurably enhance the native plant supply available to local organizations for habitat conservation projects that benefit Lake Champlain through infrastructure investments and to support workforce development initiatives needed to build or grow tree nursery capacity and reduce the cost of stems for conservation planting projects. The activities to be performed by the funding of this award include:

- Tracking progress towards goals in the Opportunities For Action, including the Lake Champlain Basin Program annual report.
- Stormwater intervention.
- Coordination of an aquatic organism passage program, including staff support, direct implementation funding, and a competitive grant program.
- Strategic land acquisition for high priority land parcels that will provide enhanced water quality improvements, flood resilience, and public safety as co-benefits.
- Tree nursery support for conservation habitat planting.
- Aquatic invasive species management and spread prevention.

Anticipated deliverables and expected outcomes will support implementation of the Lake Champlain management plan, Opportunities for Action. This management plan was most recently updated and approved in June 2022. Deliverables and outcomes include:

- Lake Champlain Basin Program Annual Report of Activities leading to increased coordination and collaboration to address environmental challenges facing the Lake Champlain basin.
- Engineered design for a stormwater intervention.
- Removal of at least 4 barriers to aquatic organism passage.
- Engineering design for 4 aquatic organism passage projects.
- A minimum of three subawards and associated final report providing documentation of priority parcel(s) acquired and conserved.
- Increased number of acres or miles of conservation plantings along waterways in the US portion of the Lake Champlain basin.
- A more secure seed supply to benefit nurseries and provide reduced cost tree distribution to project sites in the US portion of the Lake Champlain basin.

- Removal of AIS in existing and new bodies of water and a year to year reduction in density levels.

The outcomes from these projects will help improve the water quality and ecological health of the Lake Champlain Basin and benefit all residents of the Lake Champlain Basin. Activities to be implemented through subawards include: Stormwater intervention engineering design; Aquatic organism passage improvements via a competitive grants and directly funded grants program, including engineering, design, and implementation for passage projects and dam removals; Strategic land acquisition for priority lands for habitat conservation, habitat restoration, and floodplain restoration; Tree nursery support program to increase the availability of stems for conservation habitat plantings; and Aquatic invasive species management and spread prevention.

APPENDIX II

Federal Award Conditions

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Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/ty_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtfrc-grants@epa.gov and Project Officer on Page 1 of Award Document
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

FY25 Terms and Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known, including those affecting the timely issuance or success of subaward or contract agreements.

1. Semi-annual progress reports: Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports electronically to the EPA Project Officer within thirty days after each six-month anniversary of the award, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

1. Comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
2. Object Class Category changes;
3. Corrective actions;
4. Projected new work;
5. Percent completion of scheduled work;
6. Status of Quality Assurance Project Plans;
7. Status of subaward and subcontract agreements;
8. Percent of budgeted amounts spent;
9. Any change in principal investigator (changes to key personnel require prior written agency approval according to 2 CFR 200.308(c));
10. Any change needed in project period,
11. Date and amount of latest drawdown request; and
12. Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable OFA measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the Final Report shall be submitted no later than 120 days after the end of the project period. All work products shall carry attribution to the EPA for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

I. Summaries of results of reviews of financial and programmatic reports.

II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

III. Environmental results the subrecipient achieved.

IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and [2 CFR 200.339](#) Remedies for Noncompliance.

B. Minimum Matching Share Requirement. This award and the resulting federal funding share as shown under "Notice of Award" above is based on estimated costs requested in the recipient's application. While actual total costs may differ from these estimates, the recipient is required to provide no less than 25% of the final total allowable award budget.

C. Cybersecurity Condition Choose one condition from the 2 below based on recipient type. Delete the one that does not apply.

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

B. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

As soon as additional travel is anticipated, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the connection to the OFA, the number of travelers and an itemized travel breakdown of costs (per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement.

International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer as soon as travel is anticipated in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the EPA logos in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to Region 1 OPA (Norcross.Jeffrey@epa.gov) and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials, when procuring signage for projects funded by the EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy on the planned project; and 2) to the maximum extent feasible, incorporate resilience to these potential impacts into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must notify the EPA Project Officer of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE PROJECT PLANS (QAPP) -

Prior to beginning environmental information operations, the recipient must:

1. Prepare a QAPP(s) for all applicable projects and tasks involving environmental information operations in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard;
2. Submit the document for EPA review and approval at least sixty (60) days before environmental information operations begin. QAPPs are submitted by e-mail to both the EPA Project Officer (PO) (see page 1 of the assistance agreement for contact information) and the Region 1 Quality Assurance Branch (QAB) at R1QAPPS@epa.gov;
3. Obtain EPA approval from both the EPA PO and Regional Quality Assurance Manager (RQAM) (or delegated QA Reviewer) prior to the start of environmental information operations.

II. Quality Management Plan (QMP) (only applicable to organizations with existing, EPA-approved QMPs)

1. Submit the current EPA-approved QMP to the EPA Project Officer (PO) within sixty (60) days after grant award. The EPA PO will confirm that the QMP remains current (i.e., it was approved by EPA within the last five-years). The EPA PO shall confirm the status of the QMP with Region 1 Quality Assurance Manager (RQAM), if needed.

2. The recipient must review their EPA-approved QMP at least annually. These reviews shall be documented and made available to the EPA PO and/or RQAM, if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and RQAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and RQAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard

"Environmental information operations" is a collective term for work performed to collect, produce, evaluate, or use environmental information and the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

To assist meeting these requirements, regional guidance documents and resources are available at Region 1 Quality Program Documents and national (Agency-wide) QA Directives are available at EPA Quality Program Directives.

K. Tracking of Response Metrics

The recipient agrees to track the response metrics associated with the most recent Lake Champlain management plan, Opportunities for Action. Response metrics will measure successful implementation of the Plan and will be reported for inclusion with the Lake Champlain Basin Program's Annual Report or as agreed upon by Project Officer and recipient.

L. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows: [a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, OR [b] Hypertext markup language, (HTML) OR [c] "PDF" version.

M. Substantial Involvement. EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) Monthly telephone calls and other monitoring,
- 2.) Reviewing project phases and providing approval to continue to the next phase,
- 3.) Reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) Approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) Reviewing and commenting on the programmatic progress reports
- 6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

N. Paperwork Reduction Act - Notwithstanding any references to collection of information in the recipient's application or proposal for EPA

funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

O. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

P. Real Property

In accordance with 2 CFR 200.311, title to real property acquired or improved under this agreement will vest upon acquisition in the recipient. This property must be used for the originally authorized purpose as long as needed for that purpose, during which time the recipient must not dispose of or encumber its title or other interests.

Disposition. When real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from EPA. The instructions will provide for one of the following alternatives:

- (1) Retain title after compensating EPA. The amount paid to EPA will be computed by applying EPA's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where recipient is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- (2) Sell the property and compensate EPA. The amount due to EPA will be calculated by applying EPA's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When recipient is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
- (3) Transfer title to EPA or to a third party designated/approved by EPA. The recipient is entitled to be paid an amount calculated by applying the recipient's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

Recordation.

As authorized by 2 CFR 200.316, EPA requires that recipients who use EPA funding to purchase real property or to improve real property through an EPA funded construction project record a lien or similar notice in the real property records for the jurisdiction in which the real property is located which indicates that the real property has been acquired or improved with federal funding and that use and disposition conditions apply to the real property.

Q. National Term for Copyrighted Material and Data. In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed

under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

R. Build America, Buy America Act Requirements

Projects funded under this RFA will be subject to the Buy America Sourcing requirements under the Build America, Buy America Act requirements of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). Certain limited exclusions may apply if the proposal meets either of the following conditions:

- The restoration projects will not require any iron and steel, manufactured products, and non-ferrous construction materials covered by the Act to be permanently affixed to, consumed in, or incorporated into the project, and
- The total project assistance agreement (award or subaward) is less than \$250,000 of federal grant funding.

The Buy America preference will apply to the entire project, including portions funded using non-Federal funds (match). For legal definitions and sourcing requirements, consult EPA's Build America, Buy America website and the Office of Management and Budget's guidances at 2 CFR 184 and Memorandum M-24-02. EPA's Office of Water Implementation Procedures provides program-specific guidance relevant to water infrastructure projects.

Please refer to <https://www.epa.gov/cwsrf/build-america-buy-america-baba> or contact baba-ow@epa.gov for more information.

S. Clean Water Act Section 120

This cooperative agreement is made under the statutory authority provided in Section 120 of the Clean Water Act (33 USC 1270). Section 120 defines the Lake Champlain Basin Program as the coordinated efforts among the Federal Government, State governments, and local governments to implement a comprehensive pollution prevention, control, and restoration plan for Lake Champlain. Responsibility to oversee and implement the plan was transferred to the Lake Champlain Steering Committee by the Management Conference on October 9, 1996. The recipient of this cooperative agreement is expected to adhere to the roles and responsibilities defined in the Lake Champlain management plan, including those of the Steering Committee and subcommittees, members of the Steering Committee, the Program Director, the Host Entity, and EPA. EPA may terminate this award in part or its entirety for failure to comply with the terms and conditions of the award, including statutory or regulatory requirements (see EPA General Terms & Conditions).

APPENDIX III

NEIWPC Standard Clauses

A. Work Outside the Scope of the Agreement. The Subrecipient agrees to not perform work outside the scope of the Agreement, unless such work is authorized by a properly executed, amendment to the Agreement. The Subrecipient acknowledges that NEIWPC cannot authorize payment for work that is not authorized by this Agreement or any amendment thereto.

B. Notice of Circumstances Expected to Adversely Affect the Subrecipient's Performance. The Subrecipient agrees to immediately notify NEIWPC upon learning of any circumstances that can reasonably be expected to adversely affect the Subrecipient's delivery of services under this Agreement. If such notification is provided verbally, the Subrecipient agrees to follow the initial verbal notice with a written notice to NEIWPC within three business days, including a description of the circumstances and the actions the Subrecipient is taking to address the matter.

C. Warranties and guarantees.

- i. **Agreement Deliverables.** The Subrecipient warrants and represents that the work required by this Agreement will be performed in accordance with all terms and conditions contained in this Agreement.
- ii. **Compliance with Laws.** The Subrecipient warrants and represents that, throughout the term of the Agreement, in the performance of its obligations under the Agreement, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls, and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.
- iii. **Workmanship Warranty.** The Subrecipient warrants and represents that all services and deliverables will meet the completion criteria set forth in the Agreement and that services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.
- iv. **Personnel Eligible for Employment.** The Subrecipient warrants and represents that all personnel performing work under this Agreement are qualified to provide such services and eligible for employment in the United States. The Subrecipient agrees to provide such proof of compliance as is required by NEIWPC.
- v. **Survival of Warranties.** All warranties contained in the Agreement will survive termination of the Agreement.

D. Indemnification, Limitation on Liability.

- i. **Indemnification.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless NEIWPC, and its commissioners, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Subrecipient or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of the Subrecipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against all Claims. It is agreed that Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against NEIWPC, and its commissioners, agents, and employees for losses arising from the work performed by the Subrecipient for NEIWPC. This section is not subject to the limitation of liability provisions of the Agreement.

- ii. **Indemnification for Intellectual Property Infringement.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless NEIWPC, and its commissioners, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the services, products, documentation, or deliverables furnished or utilized by the Subrecipient under this Agreement. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against all Claims. It is agreed that Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against NEIWPC, and its commissioners, agents, and employees for losses arising from the work performed by the Subrecipient for NEIWPC. This section is not subject to the limitation of liability provisions of the Agreement.

E. Consent to Post. The Subrecipient consents to the posting of the Subrecipient’s project reports and submittals on NEIWPCC’s website and the funding source’s website. Notwithstanding the foregoing, if the Subrecipient claims that any such documents contain confidential information or trade secrets that is protected from disclosure, then the Subrecipient may notify NEIWPCC and the project funding source of such claim at the time of submittal of such, and clearly mark each such document or the pertinent portion thereof as “**PROTECTED FROM DISCLOSURE,**” and include in its notice of claim the legal citation to the statutory and/or regulatory sources which provide the legal basis requiring NEIWPCC and the project funding source to provide such protection.

F. Suspension or Cancellation of Awards. With 30 days’ notice, NEIWPCC may discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to NEIWPCC on a timely basis, (b) the reports do not comply with the terms of this Agreement or fail to contain adequate information to allow NEIWPCC to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this Agreement, (d) NEIWPCC is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of NEIWPCC, violate the terms of NEIWPCC’s cooperative agreement with EPA, or expose NEIWPCC to liability. NEIWPCC will provide notice of any determinations made under this paragraph. In the event NEIWPCC takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Agreement and the approved budget, NEIWPCC will consider in good faith permitting subaward funds to be used to pay such obligations.

G. Termination.

- i. **For Convenience.** By written notice, this Agreement may be terminated, at any time, by NEIWPCC for convenience upon 30 days’ written notice, without penalty or other early termination charges due. If the Agreement is terminated pursuant to this paragraph, NEIWPCC shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
- ii. **For Cause** For a material breach that remains uncured, as solely determined by NEIWPCC, for more than 15 days from the date of written notice to the Subrecipient, the Agreement may be terminated by NEIWPCC, at the Subrecipient’s expense, where the Subrecipient becomes unable or incapable of performing or meeting any requirements or qualifications set forth in the Agreement, or for non-performance, or upon a determination that the Subrecipient is non-responsible or for any of the other reasons stated in this paragraph. Such termination shall be upon written notice to the Subrecipient. In such event, NEIWPCC may complete the contractual requirements in

any manner it may deem advisable and pursue available legal or equitable remedies for breach.

H. Default.

- i. If either party breaches a material provision of this Agreement, which breach remains uncured for a period of 15 days after written notice thereof from the other party specifying the breach (or if such breach cannot be completely cured within the 15-day period, such longer period of time approved by the non-breaching party, provided that the breaching party proceeds with reasonable diligence to completely cure the breach), or if the Subrecipient shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, then and in any such event, the other party may, at its option, terminate this Agreement upon 10 days' written notice and exercise such other remedies as shall be available under this Agreement, at law and/or equity.
- ii. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by the other under this Agreement shall impair any such right, power, or remedy or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.
- iii. If, due to default that remains uncured for the period provided herein, a third party shall commence to perform the Subrecipient's obligations under this Agreement, NEIWPC shall thereafter be released from all obligations to the Subrecipient hereunder, including any obligation to make payment to the Subrecipient; provided, however, that NEIWPC shall continue to be obliged to pay for any and all work provided prior to any such date, and if any lump-sum payment has been made, NEIWPC shall be entitled to a pro-rata refund of such payment.

H. Nondisclosure. The Subrecipient is prohibited from releasing any project work products to the public, including draft and/or final Quarterly or Final Reports, data, maps, and charts, without NEIWPC's prior written consent, except to the extent disclosure is required by federal or state law, regulation, or a court order.

I. Press Releases. The Subrecipient agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Agreement shall be disseminated in any way to the public, nor shall any presentation be given regarding the Agreement without the prior written approval of NEIWPC, which written approval shall not be unreasonably withheld or delayed provided, however, that the Subrecipient shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any state or federal

regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

J. Subcontracting. Neither the whole nor any part of this Agreement may be further subcontracted by Subrecipient without the prior written consent of NEIWPC.

K. Independent Contractor Acknowledgement. The Subrecipient acknowledges and agrees that the Subrecipient is an independent contractor and is not an agent, servant, or employee of NEIWPC. The Subrecipient declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

L. Indirect Cost Rates. For Subrecipients *with* a current Negotiated Indirect Cost Rate Agreement (NICRA) on file with a federal agency, budgets and amended budgets must maintain consistency with the NICRA and the requirements of the Request for Proposals (RFP). For Subrecipients *without* a current NICRA, budgets and amended budgets must maintain consistency with the requirements of the RFP and may not exceed 15% of Modified Total Direct Costs (MTDC). As provided in 2 CFR § 200.308, if there is a change in key personnel specified in the Scope of Work, or the Subrecipient's project director is absent for more than three months or reduces time devoted to the project by 25 percent or more, the Subrecipient must request prior written approval from NEIWPC for those changes.

M. Quality Assurance Project Plan (QAPP) Compliance. In accordance with 2 CFR § 1500.12, the Subrecipient is responsible for developing and implementing quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. If a QAPP is required, the Subrecipient must submit the QAPP to NEIWPC at least 60 days prior to the initiation of data collection or data compilation. The QAPP must be completed and approved by NEIWPC and EPA prior to direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology. The Subrecipient is responsible for identifying funded activities that fall under QAPP requirements and informing NEIWPC of these activities. The Subrecipient may not commence work covered by the QAPP, and NEIWPC may not reimburse the Subrecipient for such work, prior to QAPP approval by EPA. NEIWPC may reimburse the Subrecipient for non-covered expenses, including costs to develop the QAPP itself, prior to approval.

N. Water Quality Data. The Subrecipient agrees to ensure that all water quality data that is generated in accordance with an EPA approved Quality Assurance Project Plan is transmitted into EPA's Water Quality Exchange (WQX).

O. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. With respect to the Parties, this Agreement supersedes

all inconsistent prior agreements with respect to the subject matter hereof, whether written or oral.

P. Modification. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties. This Agreement may not be modified or amended orally.

Q. Counterparts Clause. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

R. Assurances. By signing this Agreement, the Subrecipient certifies that:

- i. It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs."
- ii. It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR 85.510).
- iii. It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- iv. No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.
- v. It is complying with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).
- vi. It is in complying with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- vii. It is in complying with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.
- viii. Funds expended under this award will comply with the applicable Federal cost principles.
- ix. It will comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- x. It does not have any known conflicts of interest pertaining to work on this project.

S. Choice of Law. The Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except that any provision in this Agreement that refers to any federal law or agency rule or regulation shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies and quasi-judicial agencies of the federal government.

T. NEIWPCC Covid-19 Policy. The Subrecipient agrees to comply with the following NEIWPCC Covid-19 Policy:

OFFICE VISITORS

NEIWPCC is committed to providing a working environment that keeps all staff and visitors as safe as possible and promotes the well-being of our community. NEIWPCC encourages attendees to take CDC recommendations and their individual circumstances into account when deciding about preventative actions. It is recommended that all individuals who enter NEIWPCC offices during business hours be fully vaccinated, however this is no longer a requirement. Visitors should NOT enter the NEIWPCC office if they display any symptoms of COVID-19. Anyone who has tested positive for COVID-19 within the last ten (10) days must test negative prior to visiting the office.

CONFERENCE, MEETING, AND TRAINING ATTENDEES

NEIWPCC is committed to providing an event environment that keeps all participants as safe as possible and promotes the well-being of our community. It is recommended that all individuals who participate at NEIWPCC events be fully vaccinated, however this is no longer a requirement to attend. NEIWPCC encourages attendees to take CDC recommendations and their individual circumstances into account when deciding about preventative actions. By voluntarily choosing to attend NEIWPCC events, participants assume all risks associated with exposure to COVID-19. Attendees should NOT participate at NEIWPCC events if they display any symptoms of COVID-19. Anyone who has tested positive for COVID-19 within ten (10) days of the event must test negative prior to attending.

U. NEIWPCC and LCBP Logos. All products and materials (including but not limited to agendas, press releases, web pages) associated with this project and/or developed under this Contract must include Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement («Grant_») to NEIWPCC in partnership with the Lake Champlain Basin Program.” All publications associated with this project and/or developed under this Agreement must include the Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement («Grant_») to NEIWPCC in partnership with the Lake Champlain Basin Program (LCBP). NEIWPCC manages LCBP’s personnel, contract, grant, and budget tasks and provides input on the program’s activities through a partnership with the LCBP. The contents of this document do not necessarily reflect the views and policies of NEIWPCC, the LCBP, or the EPA, nor does

«Project_Title»
NEIWPC Job Code: «Job_Code»
Project Code: «Project_Code»

NEIWPC, the LCBP or the EPA endorse trade names or recommend the use of commercial products mentioned in this document.” The provisions of this clause shall survive the expiration or earlier termination of this Agreement.

APPENDIX IV

Insurance Specifications

General Conditions

A. Conditions Applicable to Insurance. All policies of insurance required by this Agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Subrecipient are specified below in Paragraph B – Specific Coverages and Limits.

2. Policy Forms. Policies must be written on an **occurrence** basis, except as may be otherwise specifically provided herein or agreed in writing by NEIWPC. Under certain circumstances, NEIWPC may elect to accept policies written on a claims-made basis, provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Agreement. If the policy is cancelled or not renewed during that time, the Subrecipient must purchase, at its sole expense, Discovery Clause coverage sufficient to complete the 3-year period after completion of the Agreement. Written proof of this extended reporting period must be provided to NEIWPC prior to the expiration or cancellation of the policy.

3. Certificates of Insurance/Notices. The Subrecipient shall provide a Certificate or Certificates of Insurance, in a form satisfactory to NEIWPC before commencing any work under this Agreement. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to NEIWPC.

Certificates of Insurance shall:

- a. be in the form approved by NEIWPC;
- b. disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by this Agreement;
- c. specify the Additional Insureds and Named Insureds as required herein; and
- d. when coverage is provided by a non-admitted carrier, be accompanied by a completed surplus lines affidavit, and signed by an authorized representative of the insurance carrier or producer.

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to NEIWPC for any claim arising from the Subrecipient's work under this Agreement or because of the Subrecipient's activities.

Any other insurance maintained by NEIWPC shall be excess of and shall not contribute with the Subrecipient's insurance regardless of the other insurance clause contained in NEIWPC's own policy of insurance.

5. Policy Renewal/Expiration. At least two (2) weeks prior to the expiration of any policy required by this Agreement, evidence of renewal or replacement policies of insurance with terms no less favorable to NEIWPC than the expiring policies shall be delivered to NEIWPC in the manner required for service of notice in this Agreement. If at any time during the term of this Agreement the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Agreement or proof thereof is not provided to NEIWPC, the Subrecipient shall immediately cease work on the project. The Subrecipient shall not resume work on the project until authorized to do so by NEIWPC. Any delay, time lost, or additional cost incurred because of the Subrecipient not having insurance required by this Agreement or not providing proof of same in a form acceptable to NEIWPC shall not give rise to a delay claim or any other claim against NEIWPC. Should the Subrecipient fail to provide or maintain any insurance required by this Agreement or proof thereof is not provided to NEIWPC, NEIWPC may withhold further contract payments, treat such failure as a breach or default of this Agreement, and/or, after providing written notice to the Subrecipient, require the surety, if any, to secure appropriate coverage and/or purchase insurance complying with this Agreement and charge back such purchase to the Subrecipient.

6. Self-Insured Retention/Deductibles. Additional surety/security may be required in certain circumstances. The Subrecipient shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. The Subrecipient agrees to provide to NEIWPC a letter on the Subrecipient's letterhead stating the Subrecipient is self-insured and containing language provided by NEIWPC for such purposes.

7. Subcontractors. Should the Subrecipient engage a subcontractor, the Subrecipient shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Proof thereof shall be supplied to NEIWPC.

B. Specific Coverages and Limits. The types of insurance and minimum policy limits shall be as provided below.

1. General Liability. Commercial General Liability Insurance (CGL) covering the liability of the Subrecipient for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Agreement. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$2,000,000
- General Aggregate: \$3,000,000
- Products/Completed Operations should equal the General Aggregate limit

- Personal Advertising Injury: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expense: \$5,000

Coverage shall include but not be limited to the following: premises liability; independent contractors; blanket contractual liability, including tort liability of another assumed in a contract; defense and/or indemnification obligations, including obligations assumed under this Agreement; cross liability for additional insureds; products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by this Agreement; explosion, collapse, and underground hazards; Contractor means and methods; and liability resulting from state labor laws.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name NEIWPC as Additional Insureds and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to and non-contributing with any other insurance maintained by NEIWPC. Any other insurance maintained by NEIWPC shall be in excess of and shall not contribute with the Subrecipient’s or subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.

2. Automobile. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under this Agreement, including owned, leased, hired, and non-owned automobiles bearing, or under the circumstances under which they are being used, required by state Motor Vehicles Laws to bear license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

3. Workers' Compensation. For work to be performed, the Subrecipient shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the state Workers' Compensation Law.

a. Evidence of Workers' Compensation and Employers Liability coverage must be provided to NEIWPC.

All forms are valid for one (1) year from the date the form is signed/stamped or until policy expiration, whichever is earlier.

ACORD forms are **NOT** acceptable proof of Workers' Compensation coverage.

b. If the Subrecipient is legally exempt from obtaining Workers' Compensation insurance coverage, the Subrecipient must provide evidence, such as a Certificate of Attestation, that state Workers' Compensation and/or Disability Benefits Insurance Coverage is not required.

c. If the Subrecipient is self-insured, the Subrecipient must provide evidence, such as a Certificate of Workers' Compensation Self-Insurance, available from the state Workers' Compensation Board's Self-Insurance Office, or a Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

4. Disability Benefits (Applicable in New York, Rhode Island, and any other state requiring employers to provide short-term disability insurance to workers only).

The Subrecipient shall provide and maintain coverage during the life of this Agreement for the benefit of such employees, as required by the state Disability Benefits Law.

a. Evidence of Disability Benefits coverage must be provided, such as a Certificate of Insurance Coverage under the state Disability Benefits Law. The Subrecipient must request its business insurance carrier to send this form to NEIWPC.

b. If the Subrecipient is legally exempt from obtaining Workers' Compensation Disability insurance, the Subrecipient must provide evidence, such as a Certificate of Attestation for State Entities with No Employees and Certain Out of State Entities that state Workers' Compensation and/or Disability Benefits Insurance Coverage is not required.

c. If the Subrecipient is self-insured, the Subrecipient must provide evidence, such as a Certificate of Disability Benefits Self-Insurance.

All forms are valid for one (1) year from the date the form is signed/stamped or until policy expiration, whichever is earlier.

All forms must name NEIWPC as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

All required insurance must be written by company rating of “A-” or better rated by A.M. Best & Co., have a record of successful continuous operation, that is licensed, admitted (if coverage is provided by a non-admitted carrier, a surplus lines affidavit must accompany the certificate), and authorized to do business in the state where the work is performed, and is approved by NEIWPC. Required coverage and limits must be put into effect as of the effective date of this Agreement and must remain in effect throughout the term of this Agreement, as determined by NEIWPC. The Subrecipient must submit proof of required insurance coverage, and any renewals thereof, to NEIWPC upon NEIWPC’s request. The Subrecipient shall notify NEIWPC of any material changes to the policy or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination, or failure to renew any policy in accordance with the policy provisions when practicable.

APPENDIX V

Scope of Work

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