

**AGREEMENT FOR PROJECT MANAGEMENT SERVICES
BY AND BETWEEN THE TOWN OF RICHMOND AND
CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION**

RE: RICHMOND TAP TA23(17)– CA0752, BRIDGE STREET SIDEWALK PROJECT

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the **TOWN OF RICHMOND** hereinafter referred to as the **TOWN**, and the **CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION**, the region’s metropolitan planning organization, with its business office at 110 West Canal Street, Suite 202, Winooski, VT 05404, hereinafter referred to as **CCRPC**.

The TOWN wishes to employ CCRPC for the purpose of coordinating all project activities and monitoring all aspects of project development on behalf of the Town. CCRPC agrees to act as the project manager for the above-referenced Town of Richmond, Bridge Street Sidewalk Construction Project.

WHEREAS state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS the CCRPC is ready, willing, and able to perform the required services.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

Parties recognize that eighty percent of eligible costs for the project will be reimbursed using a Transportation Alternatives Program (TAP) grant awarded by the Vermont Agency of Transportation, hereinafter referred to as VTrans. This project consists of designing and constructing approximately 675 feet of new 5-foot wide concrete sidewalk on the east side of Bridge Street beginning at Jolina Court, a new housing development, and ending at the intersection of Esplanade Street.

I. GENERAL TERMS AND CONDITIONS

- A. CCRPC will act as the TOWN’s Municipal Project Manager (MPM) and provide services necessary to ensure the successful completion of the project under consideration as set forth in the overall Scope of Services which is included as Attachment A.
- B. This Agreement shall be effective upon signing of both parties, and shall be completed on the closeout of the project, expected no later than **December 31, 2026**.
- C. The scope of this Agreement may be expanded or lessened by written amendment or modification signed and exchanged by both parties and approved by VTrans.
- D. Any other changes, modifications, or amendments in the terms and conditions of this Agreement shall be written and signed by the duly authorized representatives of CCRPC and the TOWN.
- E. Reasonable extensions of time for completing the work may be granted in writing by the TOWN, if CCRPC can demonstrate that it was unavoidably delayed by circumstances beyond its control.
- F. Either party may terminate this Agreement by giving a 30-day written notice. Upon receipt of such notice, CCRPC will conclude any work in progress and shall not commence any new work pursuant to the Agreement. All costs and fees earned prior to the date of termination shall be reimbursed to CCRPC by the TOWN.

- G. The parties agree that CCRPC, and any agents and employees of CCRPC, shall act in an independent capacity and not as officers or employees of the TOWN.
- H. Ownership of all data and materials collected under this Agreement shall remain with the TOWN and VTrans.
- I. CCRPC agrees to indemnify and hold the TOWN harmless from and against any loss, liability, claim, demand or suit caused by, due to, or arising out of the Agreement of CCRPC in performance of the Agreement or for any act or omission of CCRPC or any of its agents, officers and employees.

II. RESPONSIBILITY OF CCRPC

- A. CCRPC staff will work with, and be responsible to, the TOWN in providing the services listed in Attachment A.
- B. CCRPC shall assist with maintaining all documents, consultant invoices, CCRPC personnel payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- C. CCRPC shall submit monthly invoices to **Josh Arneson, Town Manager**, for costs incurred on this project.
- D. CCRPC shall provide to the TOWN copies of all documents generated by CCRPC related to this project.
- E. CCRPC shall obtain and maintain in continuous effect throughout the term of this Agreement comprehensive general liability insurance with minimum coverages of \$1,000,000 per occurrence, \$2,000,000 aggregate written by an insurer or insurers licensed to sell such policies of insurance in the State of Vermont and provide to the TOWN a certificate (or certificates) of insurance each of which names the TOWN as an additional insured.

III. RESPONSIBILITY OF THE TOWN

- A. The TOWN will retain any attorneys that may be required in connection with activities being undertaken as part of the project.
- B. The TOWN shall assume responsibility for assisting CCRPC insofar as reasonably possible for the purpose of efficiency, but nothing herein shall be construed as relieving CCRPC of its responsibility to provide the services described in this Agreement.
- C. In consideration of the services to be provided by CCRPC, the TOWN shall pay CCRPC an agreed upon hourly rate, after review and approval of invoices, by the TOWN controller, submitted in accordance with the provisions of Section II. C.
- D. The TOWN will approve final selection of design engineer, construction engineers and contractors involved in the project.
- E. The TOWN will make the final design decisions pertaining to the project.
- F. The TOWN retains authority to make for the Town all construction-related decisions and decisions concerning the issuance of change orders.

- G. The TOWN will procure any auditors that may be required to account for the expenditure of the grant funds that support the project.

IV. SUBCONTRACTS

- A. Should it become necessary for the CCRPC to procure sub-consultant services, its selection of a sub-consultant will be subject to approval by the Town. Any solicitations by the CCRPC will include reference to the Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy.

V. CONTRACT NOT-TO-EXCEED AMOUNT

- A. CCRPC will be compensated as set forth in Section III. C. and Attachment A, however, the total amount to be paid to CCRPC for all services shall not exceed a maximum limiting amount of **\$35,000.00.**
 - 1. CCRPC will submit monthly invoices to the TOWN identifying the personnel and the time worked, mileage and other expenses incurred, the hourly rate(s) being charged, and the program management service(s) performed by each CCRPC employee for whom the Town is being invoiced.
- B. CCRPC shall be responsible for expenditures above and beyond the amounts agreed to in this Agreement for Municipal Project Management Services.

VI. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING PROVISIONS:

A. Agreements and Procurement

CCRPC shall follow procurement standards which are in accordance with applicable Federal and State laws and regulations and local ordinances.

CCRPC, by signing this Agreement, certifies that all procurement shall be accomplished in accordance with the provisions of these adopted procedures.

B. Equal Opportunity

During the performance of this Agreement, CCRPC will not make any employment decision regarding any employee or applicant for employment because of that person's age, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin or physical disability or genetic information.

CCRPC shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). CCRPC shall also comply with the rules, regulations, and relevant orders of the Secretary of Labor, DOT Regulation 49 CFR 21 through Appendix C, and DOT Regulation 23 CFR 710.405(b). Accordingly all subcontracts shall include reference to the above.

CCRPC shall, with regards to the Project, comply with all the requirements of Title 21, V.S.A. Chapter 5, Subchapters 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts executed by CCRPC.

C. Completion and Acceptance

Upon completion of all services encompassed herein and payment of the agreed upon fee, this Agreement with its mutual obligations shall be terminated.

D. Interest of Parties

No officer, member, or employee of the TOWN or CCRPC, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

E. Compliance with Local Laws

CCRPC and the TOWN shall comply with all applicable laws, ordinances, and codes of the State and local government.

F. Assignability

CCRPC shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the TOWN, provided, however, that claims for money due or to become due CCRPC from the TOWN under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

G. Governing Law

The formation, performance and enforcement of this Agreement shall be governed by the laws of Vermont.

H. Extent of the Agreement

This Agreement and the attached Scope of Services represent the entire and integrated Agreement between the TOWN and CCRPC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CCRPC and the TOWN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

TOWN OF RICHMOND

Josh Arneson, Town Manager

Date

CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION

Chris Shaw, CCRPC Board Chair

Date

ATTACHMENT A

Scope for Services for Municipal Project Manager

RICHMOND TAP TA23(17)-CA0752

The Town of Richmond has entered into an agreement with the Vermont Agency of Transportation to develop a project to design and construct approximately 675 feet of 5 ft wide concrete sidewalk along the eastern side of Bridge Street between Jolina Court and Esplanade Street. This project is funded in part by the Federal Highway Administration and the Vermont Agency of Transportation. Accordingly, all aspects of project development, from developing a purpose and need statement to constructing the project, must conform to federal and state regulations. The Town has agreed to provide the project management. The Agency of Transportation will designate a VTrans Project Supervisor to assist the Town in meeting the necessary requirements and ensure that the agreed upon project funds are allocated for project use. The total grant award is \$ **256,000** and the required local match is **20%** of the total project cost.

The Town of Richmond has decided to contract services to fulfill its responsibilities with regard to project management. Those who assume such duties will herein be referred to as the Municipal Project Manager (MPM). VTrans will be providing oversight of project development as well as developing guidance relative to the various aspects of project development. As part of this guidance, VTrans has developed a "Project Development Process" chart and Municipal Assistance Bureau Guide that provide an overview of the process. The duties of the MPM for the Town shall include:

- Responsibility for coordinating all project activities and monitoring all aspects of project development on behalf of the Town while acting as liaison between the Town, VTrans, consultants, and/or contractors as necessary. The MPM is responsible for ensuring adherence to federal and state rules and regulations relative to developing and constructing a project.
- Review and monitor a master schedule to coordinate all activities necessary for: completing the project design, coordinating all necessary permits and approvals, relocating conflicting utilities, acquiring and clearing all rights-of-way, and preparing bid documents.
- Prepare Request for Proposals / Qualifications and Scope of Services for any and all consulting needs subject to VTrans approval. MPM will act as member of selection team and assume responsibility for documenting this process.
- Ensure that all provisions of consulting/contracting contracts are met and submitted on time and within cost limits. MPM will be responsible for any and all contract administration.
- Review all project invoices for accuracy, completeness and reasonableness. These invoices will then be forwarded to VTrans with a statement attesting to the previous statement and a request for reimbursement.
- Provide regular progress reports to the Town and to VTrans with invoices.
- Identify, obtain approval of, and implement procedures for facilitating development of the project.
- Arrange for, participate in, and provide follow-up documentation of all project-related discussions, meetings or hearings.
- Monitor that any permit mandates, conditions and stipulations are incorporated in the project design.
- Seek approval for, document and obtain any waivers of design criteria if deemed necessary.

- Assume responsibility for the review of project plans and documents. Within the constraints of the review, the MPM will be responsible for exploring design options to improve constructability, reduce costs and expedite construction.
- Assist the Town in resolution of all right-of-way issues. The MPM will provide or obtain certification to VTrans that the right-of-way issues have been resolved in accordance with all applicable federal and state laws and regulations.
- Assist the Town with utility and/or railroad issues for the project. The MPM will provide assurances to VTrans that federal and state laws and regulations have been complied with.
- Review the project for compliance with all federal, state and local laws, ordinances, regulations and permit requirements, including environmental permitting. The MPM will provide certification to VTrans attesting that all requirements have been met and all permits have been obtained. Note: An overview of the Environmental Permitting process may be requested through the VTrans Project Supervisor.
- Secure certification that the design meets all applicable standards, codes, and requirements for design and public safety standards.
- Secure and submit to VTrans documentation by an engineer registered under the laws of the State of Vermont to practice structural or civil engineering attesting to the required structural capacity requirements for all bridges. Provide certification from an engineer of adherence of all traffic control devices per the Manual on Uniform Traffic Control Devices.
- Secure statement to VTrans as to which permits, agreements and clearances have been secured and which ones are not applicable to the project.
- Assist the Town in preparing a bid package for construction, in conformance with federal and state regulations. Once bids are received and opened, assist the Town in determining whether apparent low bidder is responsible. Prepare contract for the Town with low bidder. The Town reserves the right to have any and all of the bid package reviewed by and amended to the satisfaction of the Town's legal counsel in advance of the solicitation of bids, the award of a contract, and the execution thereof by a bidder.
- Provide project administration of project during construction.
- Secure certification to VTrans that the project was constructed as designed and all materials used in the project were as specified.
- Keep a master project file, to become the possession of the Town once the project is completed. Should any additional information be necessary to meet any reviews of the project, such as an audit, the MPM will be responsible for providing or securing this.
- Any certifications, reports, or documentation submitted by the MPM to VTrans or any third party pursuant to the above shall be contemporaneously submitted to the Town.