

**CONTRACT AGREEMENT WITH
DESIGN CONSULTANT**

Municipality of the Town of Richmond
Agreement for Consultant Engineering Services With
Vanasse Hangen Brustlin, Inc. ("VHB")

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the Town of Richmond, hereinafter referred to as the MUNICIPALITY, and VHB Inc., a Vermont corporation, with its principal place of business at 40 IDX Drive, Building 100, Suite 200, South Burlington, VT 05403, hereinafter referred to as the CONSULTANT.

The MUNICIPALITY wishes to employ the CONSULTANT for providing services to conduct engineering investigations, environmental, historical and natural resources investigation, develop right-of-way and construction plans, specifications, and estimates, bid package and provide design support during the construction phase for the **Richmond TAP TA23(17)**, Bridge Street Sidewalk Project. The project consists of designing and constructing approximately 680 feet of new 5-foot wide concrete sidewalk along the eastern side of Bridge Street from Jolina Court to Esplanade Street intersection.

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 CONSULTANT 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:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the construction project under consideration as set forth in the CONSULTANT'S proposal submitted on **November 16, 2023**, and the VTrans's "Specifications for Contractor Services" dated June 2014 with updated May 2019 including Section 11, all of which are incorporated herein and made a part of this Agreement. This Agreement consists of four (4) parts: this Agreement, Part I Scope of Work and Schedule, Part II Fee Estimate, and Part III Terms, Conditions and Certifications which are appended hereto and incorporated herein.

Should it become necessary for the CONSULTANT to procure sub-consultant services, this selection will be subject to approval by the Municipality. It is expected that any solicitations by the CONSULTANT will include reference to the Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy.

Design Services Contract Agreement

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall terminate at the end of project construction.

3. THE AGREEMENT FEE

The MUNICIPALITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for work and services on the project, the direct labor costs, overhead and fixed fee, direct and subconsultant expenses as detailed in Part II, attached hereto, in a total amount not to exceed Sixty-Three Thousand Five Hundred Forty-Four Dollars (**\$ 63,544.00**).

4. PAYMENT PROCEDURES

The CONSULTANT shall submit monthly invoices to Sai Sarepalli P.E, Municipal Project Manager, via email at ssarepalli@ccrpcvt.org with a copy to Josh Arneson, the Town Manager, at jarneson@richmondvt.gov. Hardcopy originals are not required.

CONSULTANT shall submit invoices for work done and charges incurred by the end of Municipality’s fiscal year (June 30th) within two weeks and future invoices shall include charges incurred on or after July 1st. In the event of a conflict between this Agreement and the Specifications for Contractor Services, attached hereto and incorporated herein as Part III, the Specifications for Contractor Services shall control.

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

VHB, INC.

By: _____

Name & Title: David Saladino, PE, Managing Director - Vermont

Date:_____

TOWN OF RICHMOND, VT

By:_____

Name & Title: Josh Arneson, Town Manager

Date:_____

Agreement

Part I

Scope of Work and Schedule

Technical/Cost Proposal

Town of Richmond

November 16, 2023



Bridge Street Sidewalk

Richmond TAP TA 23(17)

Engineering Design Services



Project Understanding

Throughout the State of Vermont an investment in mobility for all modes of travel has been a significant initiative in recent years. As towns and villages become built out with a “Complete Streets” frame of mind, municipal officials see the benefit of creating multiuse connections for their citizens and visitors alike; however, the majority of town and village centers were established prior to the creation of the current guidance documents governing pedestrian and bicycle facilities. With the latest iterations of these guidance documents becoming the standard by which multimodal connections are being developed, there is a need to revisit the existing facilities to ensure access and integrity of these connections to service all intended modes of transportation.

The Town of Richmond, working with the CCRPC, recently commissioned a scoping study to determine the feasibility and costs of adding several segments of sidewalks to improve connectivity and mobility along three areas of the Town. Upon the completion of the scoping study, the Town applied for and was awarded a Transportation Alternatives (TA) grant to design and construct Segment 2. This segment of sidewalk will follow the east side of Bridge Street between Jolina Court and Volunteer’s Green. This portion of Bridge Street presently only has sidewalks on the west side of the street with no sidewalks on the east side. However, there are several significant destinations on the east side for residents, including the library, police station, town offices, post office, as well as the Village Cemetery.

Now that the Town has secured the TA grant to help fund the project, the Town and CCRPC has asked VHB to prepare a scope and fee to develop the design plans and other contract documents so the project can be brought to construction. With the project being funded in part through VTrans by way of a Federal Highway Administration TA grant, the funding will be administered through the VTrans Municipal Assistance Section (MAS). With the use of Federal monies, the project must be developed following the VTrans project development process outlined in the MAS’s *Local Projects Guidebook for Locally Managed Projects*. Under this process, the Town manages the project, VTrans administers the funding and verifies the approved process is being followed, and the engineer develops the design and acquires the permits. Sai Sarepalli of the CCRPC will be the Municipal Project Manager (MPM) for the Town, and Ashley Andrews will be the VTrans Project Supervisor.

VHB understands that a Local Concerns Meeting and Alternatives Presentation Meeting were conducted as part of the scoping process. At the Alternatives Presentation, the Selectboard approved the preferred alternative of a 5’ wide concrete sidewalk separated from the new curb by a 5’ wide grass buffer where practical. VHB’s design will be based on the preferred alternative and does not anticipate the need to revisit the alternatives nor conduct Local Concerns or Alternatives meetings. VHB anticipates the need for one public meeting to present the Conceptual Plans and receive any feedback that Town officials and the public may have.

VHB has extensive experience developing sidewalk projects and advancing projects under MAS requirements. We are very interested and excited about the prospect of working with Richmond to bring this project to construction. Based on our prior experience working on MAS projects, VHB anticipates the following Scope of Work.

Scope of Work

1.0 Project Kickoff, Coordination, and Administration

VHB will organize and attend a project kickoff meeting at the Town offices to introduce the project team to the stakeholders, discuss project goals, define the exact limits of the project corridor, and determine the appropriate project timeline to bring the entire package together into construction. This meeting will also include a field walk of the project corridor to discuss the project challenges and opportunities. During the field walk, we will discuss the need to examine impacts to the cemetery. While not included within this scope at this time, it may be prudent to retain an archaeologist to more closely examine the cemetery and possibly conduct a ground-penetrating radar screening of the cemetery grounds closest to Bridge Street to determine if gravesites may be impacted by the construction. At the conclusion of the meeting the team will define desired routine check-ins and reiterate the next steps.

We anticipate the VHB project manager and project engineer will participate in up to twelve virtual coordination meetings and one in-person meeting (in addition to the kickoff meeting) throughout the development of the project to ensure project stakeholders remain informed of progress, challenges, and opportunities as they are identified. Additionally, VHB will provide project management and administration activities including managing the VHB staff, reviewing and updating the project schedule and budget, coordinating necessary permits and approvals, and project invoicing.



Deliverables: Kickoff Meeting Agenda and Meeting Notes

2.0 Topographic Survey and Base Mapping

With the defined limits of the project corridor discussed in the kickoff meeting, VHB will compile a Base Map to include ground survey, utility locations, and existing Right-of-Way (ROW) information. We will conduct a topographic survey using ground surveying methods to produce a topographic map showing one-foot contour intervals. The horizontal and vertical control will be based on VT State Plane coordinates NAD83(2011) and NAVD88. The survey will result in a three-dimensional base plan of the project area's current conditions including horizontal and vertical control points and roadway approaches. VHB anticipates that the survey limits will extend from the north side of the Jolina Court intersection to a point approximately 750 feet to the south, and be sufficiently wide to cover Bridge Street and lawn areas east of the street where the sidewalk is proposed.

The topographic survey will also include the location of existing utilities visible from the ground surface. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. All additional utility information that is subsurface will be compiled using available as-builts from previous roadway project(s) and coordination with the utility companies. VHB will request plans of existing and planned facilities from the public and private utility agencies servicing the area.

VHB will compile the municipality provided roadway plans, land records, property deeds, and tax maps to indicate the existing ROW of the project corridor. This ROW will be utilized throughout the plan set development phase of this project, in addition to supporting the Right-of-Way Plans and Acquisition Process (Task 7.0).



Deliverables: Three-dimensional base plan with ROW limits delineated and shown on base plan.

3.0 Conceptual Plans

VHB will develop a conceptual plan set from the preferred alternative in accordance with State and Federal standards and guidelines. The Conceptual Plans are anticipated to consist of:

- » Title Sheet
- » Typical Section(s) for proposed improvements
- » Layout Sheet(s) with graphical representation of limits of disturbance
- » Conceptual Profiles
- » Cross Sections

A Transportation Management Plan (TMP) checklist, which will outline the approach to traffic control and list the appropriate MUTCD Typical Applications, will be included with this submission. VHB will submit for review a conceptual construction cost estimate with the entire Conceptual Plan package to the Town and to VTrans in PDF form.



Deliverables: Conceptual Plans, Cost Estimate, and TMP Checklist

4.0 Public Meeting

Following the development of the Conceptual Plans, VHB will attend and moderate a Public Meeting. VHB will thoroughly explain the intended design to the Selectboard, affected owners, and general public, and will solicit input on the design. VHB will explain the project development process, present the design in easily understandable terms, answer questions, and discuss any issues or concerns that attendees may have. The outcome of this meeting will result in a consensus regarding the design to proceed into the development of the NEPA documentation and Preliminary Plans.



Deliverables: Meeting Agenda, PowerPoint Presentation, Meeting Notes

5.0 Resource Constraints and NEPA Documentation

VHB will identify natural and cultural resources on the project plans to support the Town in satisfying the National Environmental Policy Act (NEPA) process which is expected to be at the level of Categorical Exclusion (CE).

5.1 Natural Resources

VHB will conduct a natural resource assessment to identify the presence of any known natural resources in the project vicinity and identify these resources on the Conceptual Plans. Based on an initial review of previously mapped natural resources via the Agency of Natural Resources ("ANR") Natural Resources Atlas and the "downtown" nature of the project corridor, we do not anticipate encountering any significant natural resources along Bridge Street. A VHB

Environmental Scientist will complete a site visit to review the project area and collected representative photographs and prepare a brief report describing the methodology used to evaluate the project corridor for resources, the findings, a map of previously mapped and VHB-observed natural resources, and any recommendations for additional studies. This task does not include a wetland and waters delineation or rare, threatened or endangered plant survey as none of those features are thought to be present within the project limits.

5.2 Cultural Resources

5.2.1 Section 106 Review

VHB will coordinate with the VTrans Historic Preservation Officer and Historic Preservation Specialists to confirm the appropriate pathway to ensure Section 106 and Section 4(f) compliance and to determine the Area of Potential Effect ("APE"). In advance of fieldwork, VHB will conduct various desktop research including a review of the Vermont Division for Historic Preservation's ("DHP") Online Resource Center ("ORC") for Vermont Historic Sites and Structures Survey ("VHSS"), State Register ("SR") listings, and National Register ("NR") listings, as well as the University of Vermont's Landscape Change photograph collections, and other available sources as necessary. VHB will match VHSS and SR and NR listings and boundaries to e911 addresses, if applicable. VHB will complete a field visit to photograph each resource in the APE and obtain additional relevant information from records at town libraries and historical societies (if applicable). This includes VHB collecting digital scans of historic photographs, drawings, maps, and/or paintings (if available).

VHB will prepare a draft Section 106 Project Review Memorandum using the current VTrans template. The draft memorandum will include a description of the Project, a Project Area overview and discussion of the APE, a brief historic context, description of above-ground resources to include:

- » Photographs of each property
- » Descriptions of the properties
- » Discussion of integrity and recommendations of eligibility for the NR
- » Identification of section 4(f) resources

The memorandum will also include a location map, historic photographs and maps (as appropriate, a discussion of Public Consultation (as applicable and summarized from existing records), an analysis of effects, stipulation(s) (if required), maps, design plans, and other supporting information as appropriate. VHB assumes that no Vermont Architectural Resource Inventory ("VARI") forms for above-ground historic resources will be required.



Deliverables: Section 106 Project Review Memorandum in Word format.

Assumptions/Limitations

- » This scope of services assumes one report of the deliverable noted above, and that the Project (or cultural resources investigations) will not be broken into separate phases.

VHB will submit the preliminary plans to the VTrans Historic Preservation office for their review.

5.2.2 Archaeological Investigations

The Scoping Study prepared for the Town concluded:

The proposed location of the sidewalk on the east side of Bridge Street has previously been disturbed from utility installation and preparation for storm drain installation. The Old Village Cemetery was established on rise above the street level, so no burials would be anticipated within the project area. No further archeological investigation is recommended for this portion of the sidewalk improvement project.

However, if the project team determines that further investigations (such as the use of ground-penetrating radar or similar non-invasive methods) are prudent to determine if gravesites will potentially be impacted by the construction, these services can be added to this scope of work under a supplemental agreement.

5.3 Permitting

VHB will work with the Town to apply for federal, state, and local permits necessary to complete the project. VHB will prepare construction stormwater permitting documents, assumed to include a cover letter, Risk Evaluation, Notice of Intent, EPSC details, narrative, and calculations (VHB assumes this work will be required and that the Project will qualify as Low Risk under Construction General Permit 3-9020). Although the sidewalk construction is anticipated to disturb less than the half-acre threshold for State operational stormwater discharge permits, we anticipate working closely with the Town to ensure that the project design maximizes the opportunities to retain and infiltrate stormwater in the project area to the extent possible.

VHB does not anticipate the need for a Section 1111 State Highway Access and Work Permit as Bridge Street is a Class 2 Town Highway.

We do not anticipate the need for any operational stormwater or wetlands permits.

VHB will reach out to the Act 250 District Commission Coordinator to determine if any existing Act 250 permits exist within the project area, and whether any permit amendments would be triggered by the project. We do not anticipate that any Act 250 permits will need to be amended as part of this project.

5.4 NEPA Review

VHB assumes that the appropriate Class of Action for the project will be a Categorical Exclusion ("CE"). VHB will prepare a CE Environmental Analysis Sheet. VHB will draft the appropriate cover letter to the Federal Highway Administration and then we will forward it to the VTrans Environmental Section. VHB will also complete the VTrans Natural Resources Clearance Memorandum, Environmental Specialist Resources Memorandum, and Resource Identification Completion Memorandum.

To complete this task, VHB will use information from field survey, Town and VHB resource identification research, and the Conceptual Plans.

VHB will use the Conceptual Design and the environmental studies described above to assess the project's potential impacts on:

- » Historic and Archaeological Resources (Section 106)
- » Public Lands, Wildlife and Waterfowl Refuges, and Historic Properties [Section 4(f)]

- » Private properties through Right of Way impacts

A draft of the CE documents will be provided electronically to VTrans for review, and VHB will incorporate their comments into the final document.



Deliverables: Categorical Exclusion worksheet and supporting documentation

6.0 Preliminary Plans

Once the NEPA process has concluded and VHB receives an authorization to proceed with the Project Design work, the VHB team will begin developing Preliminary Plans. The preliminary plan set will include:

- » Title Sheet
- » Project Notes
- » Typical Sections and Details
- » Quantity Sheet(s)
- » Tie Sheet(s)
- » Layout Sheet(s) with detailed definition of slope and construction limits
- » Traffic Signs & Pavement Markings Sheet(s)
- » Traffic Sign Summary Sheet
- » Erosion Control Notes applicable to a low-risk project
- » Cross Sections at critical locations
- » Preliminary Construction Cost Estimate
- » Work Zone TMP Checklist with applicable supplemental documents

VHB will provide the plans to Town Officials and VTrans in PDF format for review. We will coordinate a submission review meeting to discuss comments received and determine the required design modifications prior to proceeding into the ROW Acquisition process. VHB anticipates that a Revised Preliminary submission will not be required prior to proceeding into the ROW phase.



Deliverables: Preliminary Plans, Cost Estimate, and TMP Checklist

7.0 Right-of-Way Plans and Acquisition Process

7.1 Right-of-Way Plans

Using the project construction limits and any anticipated need for temporary rights during construction, VHB will determine the need for additional right-of-way (ROW), including permanent and temporary easements, beyond the existing ROW to construct the project.

Existing ROW, and all areas of additional ROW, whether temporary or permanent, will be clearly indicated on ROW plans in accordance with standard survey practices. Draft ROW plans and draft deeds (deeds to be prepared by the Town) will be submitted to VTrans for review and approval prior to negotiating with property owners. Easement language will be consistent with guidance provided by the VTrans ROW section. ROW plans will include all of the Preliminary Plan elements of with the addition of the following:

- » Right-of-Way detail sheet
- » Property Acquisition Table



Deliverables: ROW Plans with Acquisition Table

7.2 Right-of-Way Coordination

For purposes of this proposal, we have assumed that the Town will be responsible for all necessary appraisals, property owner negotiations, and acquisitions needed to complete the project. The VHB Project Manager will attend up to two ROW meetings with impacted property owners.

8.0 Final Plan Development

VHB will complete Final Plans, quantities, and cost estimates according to VTrans MAS guidelines. VHB will prepare draft bid documents and special provisions based on the MAS standard boilerplate templates. We will finalize the project TMP Checklist and supplemental documents. VHB will prepare a "Utility & Railroad Clearance" that indicates that all necessary utility coordination has been completed. VHB will submit these final plan documents to the Project Stakeholders for distribution and review.



Deliverables: Final Plans, Cost Estimate, TMP Checklist, draft Bid Documents, and Utility & Railroad Clearance

9.0 Develop Contract Plans

Upon receipt of comments from the final plan submission, VHB will prepare stamped Contract Plans, Specifications, and Estimates to complete the preparation of the Bidding Documents for this project. VHB will also prepare the Designer's Certification attesting to the completeness of the plans and documents.



Deliverables: Contract Plans, Cost Estimate, Final Bid Documents, and Designer's Certification

10.0 Bid Analysis

VHB assumes that the Town will administer the bidding process, but VHB will be available to answer technical questions during the bidding period and provide support during the bid opening to ensure all required components of the bid have been submitted. VHB will conduct a bid analysis of the bids provided by the Town and will make a recommendation to the Town on the project award.



Deliverables: Bid Analysis with Recommendation to Award/Not Award

11.0 Construction Services

VHB will hand off the responsibility for the TMP checklist and supporting documentation to the construction inspector at the pre-construction conference.

VHB will provide limited assistance during the construction phase, primarily to answer any design questions that come up. We will also review for conformance, any required contractor

submittals. It is anticipated that up to two visits to the project site during construction will be requested.

Project Schedule

Assuming that a Notice to Proceed is provided by mid-November, 2023, and that no unforeseen delays or obstacles are encountered during the course of the project, we anticipate the project to proceed along the following schedule:

TASK	ANTICIPATED SCHEDULE
Project Kickoff Meeting	November 2023
Topographic Survey and Base Mapping (weather permitting)	December 2023
Conceptual Plans	December 2023 – March 2024
Resource Constraints and CE Documentation	November 2023 – March 2024
VTrans Review of CE Documentation	March – December 2024
Develop Preliminary Plans	January – March 2025
Right-of-Way Plans and Acquisition Process	May - December 2025
Final Plan Development	January – February 2026
Develop Contract Plans	April 2026
Construction	Late Summer 2026

Assumptions

VHB has made the following assumptions for the preparation of this scope and fee estimate:

- » The Town will provide all existing ROW documentation to include roadway plans, land records, property deeds, and tax maps, which VHB will utilize to produce a ROW base file. If additional ROW investigative services are required, VHB can provide these services under a supplemental agreement.
- » VHB assumes that the Project will qualify as Low Risk under Construction General Permit 3-9020, and does not anticipate the need for any operational stormwater or wetlands permits. Should additional permitting efforts be required, VHB can provide these services under a supplemental agreement.
- » We assume no lighting is required due to the fact the corridor contains cobra style lighting on the existing utility poles. Should lighting design be determined necessary as part of this project, VHB can provide these services under a supplemental agreement.
- » We assume no contaminated soil investigations are required due to the disturbed nature of the project area.
- » Due to the nature of the project, VHB assumes Necessity and Condemnation meetings will not be required. Should further support be required during the ROW process, VHB can

prepare graphics and attend Necessity and Condemnation meetings under a supplemental agreement.

- » VHB assumes that the project area is located along the east side of Bridge Street between Jolina Court and the planned crossing of Bridge Street approximately 675' to the south.

Key Personnel

Our Vermont engineering staff brings passion for improvement to mobility for pedestrians and cyclists. We are well versed in planning, designing, permitting, and constructing facilities in Vermont's downtown areas. Specific to the NEPA tasks, VHB also brings a strong component for environmental assessments, inclusive of supporting disciplines such as historic analysis. VHB personnel can provide a full range of services from project administration, sidewalk design, crosswalks, signing, and survey, to environmental permitting and historic preservation, public engagement, and construction services. Our integrated team is committed to this project and has extensive experience providing similar services for communities throughout Vermont.

Cierra Ford, PE – Project Manager | 5 years of professional experience

Cierra is a Transportation Engineer, with experience in roadway, bicycle, and pedestrian facility design, as well as field inspection experience. She has an extensive background performing tasks including horizontal and vertical alignment design, roadway modeling and cross section development, sidewalk and pathway design, closed and open system drainage design, pavement markings and signing, and quantities. Cierra was the primary designer for the recently completed Village South Sidewalk Project along VT 116 in Hinesburg, and managed the construction phase services. Additionally, Cierra is managing the development of a scoping study for the 3-mile-long Health Path in St. Albans. Following the completion of the ROW phase on the Wilmington East Main Street Sidewalk project, Cierra took over the Lead Design Engineer and Project Manager role to work through the final design and utility relocation aspects of the project.

Evan Detrick, PE – Technical Advisor, QA/QC Manager | 39 years of professional experience

Evan is a Civil Engineer with over 35 years of experience supporting federal, state, municipal, and private sector projects. As Director of Transportation, Evan's responsibilities include scoping and budgeting, personnel and work assignment scheduling, project management, and quality control. He has completed the planning and design of projects, including traffic signal and roadway reconstruction; a variety of sidewalks, pathways, and trails; property and topographic surveys; and stormwater improvement projects. He has managed more than 75 projects developed for municipalities through the VTrans MAS/MAB. He served as Project Manager for the design of several sidewalk enhancement and complete streets projects like the Wilmington East Main Street, Montpelier Elm Street, Winooski Main Street, and Burlington Great Streets projects.

Brad Ketterling – Lead Environmental Scientist | 27 years of professional experience

Brad works as an environmental scientist specifically in the fields of wetland mitigation site feasibility and design, stream assessment, watershed planning, state and federal permitting, and NEPA compliance. As Director of Environmental Services, Brad helps clients navigate complex regulatory requirements and achieve successful results by identifying and assessing natural and

cultural resource issues and constraints and developing strategies to obtain authorizations that are in the best interest of the client and the environment. For this project, Brad will have a key role leading our environmental team through the NEPA process.

Ryan Cloutier, LS – Right-of-Way and Survey | 25 years of professional experience

Ryan provides overall program management for the Vermont office's survey team. Ryan has over 25 years of experience surveying projects across New England for both public and private sector clients. He has in-depth experience planning, collecting, analyzing and managing right-of-way information for transportation projects. Ryan held senior positions at VTrans including head of plans and titles and survey in the VTrans ROW section. He spent nearly a decade making right of way information more accessible by improving processes, implementing standards, developing interoperability, modernizing right of way data, and integrating systems.

Kaitlin O'Shea – Historical/Cultural Resources | 12 years of professional experience

Kaitlin is a Preservation Planner with a strong background in and understanding of preservation principles and practices. With ten years of professional preservation experience, Kaitlin provides expertise in regulatory processes and compliance, particularly Section 106 review and Section 4(f) evaluations, as well as historic documentation, historic resource identification, and project management in the government framework. Kaitlin meets the Secretary of the Interior's Professional Qualification Standards for Architectural Historian and Historian (36 CFR 61).

Shayna Lillis, EIT – Project Designer | 4 years of professional experience


Shayna is a transportation designer in VHB's South Burlington, VT office. She has worked on a variety of projects throughout the State for VTrans and various municipalities. Shayna has recently served as a transportation designer on a Sidewalk and Signal Project for the Town of Brattleboro, the City of Burlington's Great Streets Main Street Revitalization, and the City of South Burlington's East-West Alternative Transportation Crossing over I-89's Exit 14, assisting in sidewalk layout, relocation of pedestrian facilities, and incorporation of bike lanes into the city center. In addition to her transportation design experience, Shayna brings an additional two years of Transportation Construction Inspection experience to the VHB team.

Agreement

Part II

Fee Estimate

Cost Proposal - Summary

VHB 40 IDX Drive, Building 100, Suite 200 South Burlington, VT 05403		COST SUMMARY Bridge Street Sidewalk Design TAP TA 23(17)				
PHASE DESCRIPTION		Labor Hours	Direct Labor Cost	Overhead 169.86%	Fee 10%	Task Totals
1.0	Project Kick-Off Meeting & Project Management	44	\$1,890	\$3,210	\$510	\$5,610
2.0	Topographic Survey and Base Mapping	50	\$1,861	\$3,161	\$502	\$5,524
3.0	Conceptual Plans	77	\$3,103	\$5,271	\$837	\$9,211
4.0	Public Meeting	20	\$770	\$1,308	\$208	\$2,286
5.0	Resource Constraints and CE Documentation	87	\$3,385	\$5,750	\$914	\$10,049
6.0	Preliminary Plans	99	\$3,899	\$6,623	\$1,052	\$11,574
7.0	Right-of-Way Plans and Acquisition	31	\$1,315	\$2,234	\$355	\$3,904
8.0	Final Plan Development	66	\$2,720	\$4,620	\$734	\$8,074
9.0	Develop Contract Plans	29	\$1,178	\$2,001	\$318	\$3,497
10.0	Bid Analysis	14	\$512	\$870	\$138	\$1,520
11.0	Construction Services	16	\$628	\$1,067	\$170	\$1,865
Labor Subtotal		533	\$21,261	\$36,115	\$5,738	\$63,114
PROJECT LABOR GRAND TOTAL		533	\$21,261	\$36,115	\$5,738	\$63,114
VHB DIRECT EXPENSE TOTAL						\$430
PROJECT GRAND TOTAL						\$63,544

COST PROPOSAL - VHB LABOR SUMMARY




Bridge Street Sidewalk - TAP TA 23(17) LABOR BUDGET

TASK DESCRIPTION	Technical Advisor <i>Evan Detrick</i>	Project Manager <i>Clerra Ford</i>	Project Engineer <i>Shayna Lillis</i>	Senior Environmental Scientist <i>Ketterling</i>	Natural/Cultural Resources <i>Slaney / O'Shea</i>	Survey Chief/ROW Chief <i>Cloutier</i>	Survey Crew Chief <i>Watuch</i>	Surveyor <i>Goodwin</i>	Total Hours	Direct Labor Costs
1.0 Project Kick-Off Meeting & Project Management										
Prepare for, Attend, and Document Kick-Off meeting		6	6				0.5	0.5	13	\$ 506
Coordination Meetings and Project Administration	1	30							31	\$ 1,384
2.0 Topographic Survey and Base Mapping										
Collect Ground Survey and Compile into Base Plan		2	4				16	12	30	\$ 1,054
Existing Utility Location and Coordination			2					4	8	\$ 294
Existing Right-of-Way Compilation								8	12	\$ 513
3.0 Conceptual Plans										
Conceptual Plans Layout	1	16	40						57	\$ 2,202
Conceptual Quantities and Cost Estimate		6	8						14	\$ 542
Quality Control and Submission	2	4							6	\$ 359
4.0 Public Meeting										
Prepare for, Attend, and Document Public Meeting		8	12						20	\$ 770
5.0 Resource Constraints and CE Documentation										
Natural Resource Identification				0.5	4				4.5	\$ 179
Section 106 Review					30				30	\$ 1,080
Archaeological Resources Assessment					8				8	\$ 288
Permitting				0.5	8				8.5	\$ 551
NEPA Review and VTrans Clearance Memos		2	4	6	24				30	\$ 1,287
6.0 Preliminary Plans										
Preliminary Planset Development	1	24	60						85	\$ 3,256
Preliminary Construction Estimate and TMP Checklist		4	8						12	\$ 456
Quality Control and Submission	2								2	\$ 187
7.0 Right-of-Way Plans and Acquisition										
Right-of-Way Plans	1	4	8						15	\$ 687
Right-of-Way Coordination		8	8			2			16	\$ 628
8.0 Final Plan Development										
Final Planset Development	0.5	16	32						48.5	\$ 1,871
Finalize Construction Estimate and TMP Checklist		1	4						5	\$ 185
Develop Bid Docs	0.5	8							8.5	\$ 391
Quality Control and Submission	2	2							4	\$ 273
9.0 Develop Contract Plans										
Final Plan Review Meeting and Revisions	1	12	16						29	\$ 1,178
10.0 Bid Analysis										
Assist in Bid Process and Complete Bid Analysis		2	12						14	\$ 512
11.0 Construction Services										
Limited Construction Phase Services	12	163	232	7	74	4	16.5	24.5	533	\$ 628
TOTAL HOURS:	93.50	43.00	35.50	7.047	36.00	68.80	32.00	38.00		\$ 21,261
DIRECT HOURLY RATES:										

DIRECT LABOR COSTS: \$ 21,261

Direct Expenses Sheets

 40 IDX Drive, Building 100 Suite 200 South Burlington, VT 05403		DIRECT EXPENSES			
		Bridge Street Sidewalk TAP TA 23(17)			
	DESCRIPTION	Unit	Unit Costs	Quantity	ESTIMATED DIRECT EXPENSES
1	Full Size Plotting - Working Drawings	SF	\$0.300	0	\$0.00
2	Half Size Printing - Working Drawings	EA	\$0.081	0	\$0.00
3	Full Size Plotting	SF	\$0.30	0	\$0.00
4	Large Format Photocopying (Black & White)	SF	\$0.500	0	\$0.00
5	Color Plots	SF	\$3.25	0	\$0.00
6	Photocopying (Black & White)	EA	\$0.081	210	\$17.00
7	Photocopying (Color)	EA	\$0.47	25	\$12.00
8	Travel	Mile	\$0.655	460	\$301.00
9	Miscellaneous	LS	\$100.00	1	\$100.00
Grand Total =					\$430.00

Agreement

Part III

Terms, Conditions and Certifications

- **Specifications for Contractor Services**
- **EEO Certification Form CA-109**
- **Conflict of Interest Form**
- **Debarment and Non-Collusion Form**

CONTRACTOR CONTRACT ATTACHMENT:

Specifications for Contractor Services

Includes:

- 1. ABBREVIATIONS AND DEFINITIONS**
- 2. INDEMNIFICATION**
- 3. INSURANCE**
- 4. COMPLIANCE WITH LAWS**
- 5. CONTRACTUAL AGREEMENTS**
- 6. OPERATIONAL STANDARDS**
- 7. PROJECT DEVELOPMENT AND STANDARDS**
- 8. PAYMENT FOR SERVICES RENDERED**
- 9. AUDIT REQUIREMENTS**
- 10. SECRETARY OF STATE**
- 11. VERMONT STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES APPENDICES A and E**

June 2014

(UPDATED May 2019 to add section 11)

Specifications for Contractor Services

Section 1: ABBREVIATIONS AND DEFINITIONS

Wherever used in these Specifications for Contractor Services or in any documents that these specifications pertain to or govern; abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words, phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

1.01 ABBREVIATIONS.

CADD	Computer Aided Drafting and Design
CFR	Code of Federal Regulations
CPM	Critical Path Method
CSC	Contractor Selection Committee
DBE	Disadvantaged Business Enterprise
EDM	Electronic Data Media
FTP	File Transfer Protocol
LOI	Letter of Interest
RFP	Request for Proposals
SOW	Scope of Work
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Administration
V.S.A.	Vermont Statutes Annotated
VTrans (VAOT)	Vermont Agency of Transportation

1.02 DEFINITIONS. Wherever in these specifications or in other contract documents the following terms or pronouns in place of these are used, the intent and meaning shall be interpreted as follows, unless that context makes clear that another meaning is intended:

ACCEPTANCE: (Reviews-Acceptances) The Municipality's determination that a deliverable meets the requirements of the contract. The Municipality's determination shall prevail in the interpretation of acceptability.

ACCEPTANCE DATE: The date of the written notice to the contractor by the Project Manager that the project is complete and final payments, if applicable, have been approved as provided by the contract.

AGENCY: State of Vermont, Agency of Transportation, also referred to as VAOT or VTrans.

Specifications for Contractor Services

AGREEMENT: See CONTRACT.

AMENDMENT: A change to a contract that has been reviewed and approved, by signed document, by all parties to the contract.

AUDIT: An examination of the financial accounting and record systems of an entity in accordance with Generally Accepted Governmental Auditing Standards (yellow book), applicable accounting principles, and contract terms.

CALENDAR DAY: A day as shown and sequenced on the calendar, beginning and ending at midnight, as differentiated from work days or other intermittent time references.

COMPETITIVE NEGOTIATION: A means of procurement involving negotiations, based on qualifications, as described in Title IX of Federal Property and Administrative Services Act of 1949, or the formal procedure permitted by Title 19 V.S.A. Section 10a. Any competitively procured contract awarded without using a sealed bid process is considered a negotiated contract.

CONTRACT: A written contract between the Municipality and another legally distinct entity for the provision of service(s) and/or product(s). The term contract includes all such contracts whether or not characterized as a “contract”, “agreement”, “miscellaneous contract”, “letter of agreement”, “amendment” or other similar term.

CONTRACTOR: An individual or legally distinct entity providing contractual services and/or products directly to the Municipality.

DIRECTOR: A Division manager within the Agency who reports directly to Vermont’s Secretary of Transportation.

DIVISION: A major component of the Agency, headed by a member of the Agency’s executive staff. Each Division is subdivided into Sections and Units.

ENGINEERING AND DESIGN RELATED SERVICES: Means program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a construction project.

EXTRA WORK OR ADDITIONAL SERVICES: Services determined to be required that are not specified in a contract.

FIXED FEE: A specific amount of money to be paid in addition to the hourly or other rates for the work performed pursuant to a contract which is determined by taking into account the size, complexity, duration, and degree of risk involved in the work. Overruns in the work and/or the duration of the work shall not warrant an increase in the fixed fee.

Specifications for Contractor Services

OVERTIME PREMIUM RATE: Time and one-half or some other multiple for hours worked in excess of 40 hours in a workweek or for hours worked on weekends, holidays, and other times when work is not generally performed.

PROGRESS PAYMENTS: Partial payments made for services performed under the contract as the work progresses, at intervals and within limitations designated in the contract.

PROGRESS REPORT: A comprehensive narrative, graphic and/or tabular document/report, whether in hard copy or electronic format, indicating actual work accomplished by the contractor.

PROJECT: All activities performed and expenditures made to accomplish a specific goal. A contract may encompass part of, or more than, one project.

PROJECT MANAGER (LOCAL PROJECT MANAGER): A Municipal representative responsible for administrative management of a project and coordination of all activities related to the project, including the contract(s) to accomplish the goals of the project.

SCOPE OF WORK: A detailed description of all services and actions required of a contractor in a contract.

STATE: The State of Vermont as represented through and by the Vermont Agency of Transportation.

SUBCONTRACTOR: An individual or legally distinct entity to whom or which the contractor sublets part of the work.

VALUABLE PAPERS: Material bearing written or printed information of importance, utility or service relating to a project or contract. Electronic information is also included.

WORK: The furnishing of all labor, materials, equipment, and/or incidentals necessary or convenient to the successful completion of the contract and carrying out of the duties and obligations imposed by the contract.

Section 2: INDEMNIFICATION

2.01 INDEPENDENCE, LIABILITY. The Contractor agrees, to the fullest extent permitted by the law, that it shall indemnify and hold harmless the Municipality, its officers, agents and employees from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the Contractor, its agents or employees, committed, in the performance of professional services to be provided under this Agreement.

Specifications for Contractor Services

The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification agreement may apply has been filed.

Section 3: INSURANCE

3.01 GENERAL. Prior to beginning any work pursuant to a contract, the Contractor shall have the required insurance coverages in place. The certificate(s) of insurance coverage shall be documented on forms acceptable to the Municipality. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the contract. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy shall name the Municipality and the State of Vermont as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

The contractor shall:

- (a) Verify that all subcontractors, agents or workers meet the minimum coverages and limits;
- (b) Maintain current certificates of coverage for all subcontractors, agents and/or workers;
- (c) Where appropriate, verify that all coverages include protection for activities involving hazardous materials; and
- (d) Verify that all work activities related to the contract are covered with at least the following minimum coverages and limits.

3.02 WORKERS COMPENSATION. With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

Specifications for Contractor Services

3.03 GENERAL LIABILITY AND PROPERTY DAMAGE. With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

The Contractor shall name the Municipality and State of Vermont, and their officers and employees, as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

3.03 AUTOMOTIVE LIABILITY. The Contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

The Contractor shall name the Municipality and State of Vermont, and their officers and employees, as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

No warranty is made that the coverages and limits required are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that must be met to protect the interests of the Municipality.

3.04 VALUABLE PAPERS AND RECORDS INSURANCE. The contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the Municipality or developed by the contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the contractor to, and accepted by, the Municipality.

Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

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3.05 RAILROAD PROTECTIVE LIABILITY. When the contract requires work on, over or under the right-of-way of any railroad, the contractor shall provide and file with the Municipality, with respect to the operations that it or its subcontractor perform under the contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the Municipality and State of Vermont named as additional insured, providing for coverage limits of:

- (a) not less than two million dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and
- (b) subject to that limit per accident, a total (or aggregate) limit of six million dollars (\$6,000,000) for all injuries to persons or property during the policy period.

If such insurance is required, the contractor shall provide a certificate of insurance showing the minimum coverage indicated above to the Municipality prior to the commencement of rail-related work and/or activities, and shall maintain coverage until the work and/or activities is/are accepted by the Municipality

3.06 PROFESSIONAL LIABILITY INSURANCE.

- (a) **General.** When performing “engineering and design” related services, or upon the request of the State or Municipality, the contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during performance of contractual duties with the following minimum limits:
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Per Occurrence
- (b) **Deductibles.** The contractor shall be responsible for any and all deductibles.
- (c) **Coverage.** Prior to performing any work, the contractor shall provide evidence of professional liability insurance coverage defined under this Section. In addition, the contractor shall maintain continuous professional liability coverage for the period of the contract and for a period of five years following substantial completion of construction.

Section 4: COMPLIANCE WITH LAWS

4.01 APPLICABLE LAW: This Agreement will be governed by the laws of the State of Vermont.

Specifications for Contractor Services

4.02 GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION.

The contractor shall observe and comply with all federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.

If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Local Project Manager in writing.

In particular, but not limited thereto, the contractor's attention is directed to the various regulations promulgated and enforced by the United States, VOSHA, environmental protection, and other resource agencies.

The Contractor shall comply with all applicable Federal, State and local laws.

4.03 SEVERABILITY. Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, that provision shall be deemed severed from the contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the contract.

4.04 DEBARMENT CERTIFICATION. By signing a contract, the contractor certifies to the best of its knowledge and belief that neither it nor its principals:

- (a) Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state/federal agency;
- (b) Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state agency;
- (c) Do not have a proposed debarment pending; and
- (d) Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Specifications for Contractor Services

Exceptions will not necessarily result in denial or termination of the contract, but will be considered in determining the contractor's responsibility. The contract shall indicate any exception, identify to whom or to what agency it applies, and state the date(s) of any and all action(s). Providing false information may result in criminal prosecution and/or administrative sanctions.

4.05 LOBBYING. The contractor certifies, by signing the contract, that to the best of its knowledge, belief, and ability:

- (a) No state/federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any state/federal contract, the making of any state/federal grant, the making of any state/federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any state/federal contract grant, loan or cooperative agreement.
- (b) If any funds, other than state/federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state/federal agency, a member of Congress, or an employee of a member of Congress in connection with this state/federal contract grant loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) That it shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub-grants and agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract, imposed by Title 31, Section 1352 U.S.C.

For any contract utilizing funds from the Federal Transit Administration (FTA) totaling more than One Hundred Thousand Dollars (\$100,000) a separate lobbying certificate must be filled out, signed, and submitted by the contractor, at the time of the contract award. The Municipality will provide the certificate to contractors who are required to comply with this obligation. It is the Contractor's responsibility to complete and submit the form. Failure of the municipality to provide the form does not alleviate the Contractor's responsibility.

4.06 DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY REQUIREMENTS. Under the terms of the contract, the expression referred to as DBE shall be considered equivalent

Specifications for Contractor Services

to the Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) as defined under 49 CFR Part 26.

(a) Policy: It is the policy of the USDOT that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

(b) DBE Obligation: The Municipality and its contractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The Municipality and its contractors shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of USDOT assisted contracts.

(c) Sanctions for Noncompliance: The contractor is hereby advised that failure of a contractor or subcontractor performing work under this contract to carry out the requirements established under Sections 4.06 (a) and (b) shall constitute a breach of contract and, after notification by the Municipality, may result in termination of this contract by the Municipality or such remedy as the Municipality may deem appropriate.

(d) Inclusions in Subcontracts: The contractor shall insert the following DBE policy requirements in each of its subcontracts and shall insert a clause requiring its subcontractors to include these same requirements in any lower tier subcontracts that the subcontractors may enter into, together with a clause requiring the inclusion of the DBE policy requirements in any further subcontracts that may in turn be made:

“The contractor or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contractor deems appropriate.”

This DBE policy must be included in all subcontracts, and shall not be incorporated by reference.

(e) VAOT Annual DBE Goal: VAOT sets an overall annual goal for DBE participation on federally funded contracts, that is reviewed and revised each year, in accordance with the requirements of 49 CFR Section 26.45. For the specification of the overall annual DBE goal and an explanation of goal-setting methodology, contractors are directed to the VAOT DBE webpage at <http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center/program-goals>.

4.07 CIVIL RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. During performance of the contract, the contractor will not

Specifications for Contractor Services

discriminate against any employee or applicant for employment because of race, age, color, religion, ancestry, sex, creed, sexual orientation, national origin, physical or mental condition, disability or place of birth.

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

The contractor shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6, relating to fair employment practices to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts

4.08 ENVIRONMENTAL REGULATIONS. Any contract in excess of one hundred thousand dollars (\$100,000.00) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Part 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Part 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the state, Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

In the event of conflict between these environmental requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

4.09 FALSE STATEMENTS. To assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law (see, e.g., 18 U.S.C. 1020) as well as the laws of the State of Vermont.

4.10 PROMPT PAYMENT.

a. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. Chapter 102, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. This will apply whether or not the contract falls under the literal provisions of 9 V.S.A. Chapter 102.

Specifications for Contractor Services

In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract, payments shall be made within seven days from receipt of a corresponding progress payment by the Municipality to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes a violation of this contract.

Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the Agency's Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.

b. The requirements of Section 4.10a must be included in all subcontracts.

4.11 CHILD SUPPORT PAYMENTS: By signing the Contract the Contractor certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

4.12 TAX REQUIREMENTS: By signing the Agreement, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

4.13 ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Section 5: CONTRACTUAL AGREEMENTS

5.01 ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect

5.02 ADMINISTRATION REQUIREMENTS. By signing the contract the contractor agrees to comply with the following provisions and certifies that the contractor is in compliance with the

Specifications for Contractor Services

provisions of 49 CFR Part 18.36 – Procurement,(i)- Contract Provisions, with principal reference to the following:

(a) MUNICIPALITY’S OPTION TO TERMINATE. The contract may be terminated in accordance with the following provisions:

- (1) Breach of Contract: Administrative remedies - the Municipality may terminate the contract for breach of contract. Termination for breach of contract will be without further compensation to the contractor.
- (2) Termination for Cause: Upon written notice to the contractor, the Municipality may terminate the contract, as of the date specified in the written notice by the Municipality, if the contractor fails to complete the designated work to the satisfaction of the Municipality within the time schedule agreed upon. The contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of termination.
- (3) Termination for Convenience: The Municipality may, at any time prior to completion of services specified under the contract, terminate the contract by submitting written notice to a contractor fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so.

When a contract is terminated for the Municipality’s convenience, payment to the contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made.

When the Municipality terminates the contract for its convenience, the Municipality shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.

However, if a notice of termination for convenience is given to a contractor prior to completion of twenty (20) percent of the services provided for in the contract (as set forth in the approved Work Schedule and Progress Report) the contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to the date of the notice of termination that are in excess of the amount earned under the approved fees to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval.

The contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

- (4) Lack of Funding: If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the project, the contractor may not make a claim against the

Specifications for Contractor Services

Municipality in any form or forum for loss of anticipated profit.

(b) PROPRIETARY RIGHTS:

1. If a patentable discovery or invention results from work performed under the contract, all rights accruing from such discovery or invention shall be the sole property of the contractor. The State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
2. Publications: All data, EDM, valuable papers, photographs and any other documents produced under the terms of the contract shall become the property of the Municipality. The contractor agrees to allow access to all data, EDM, valuable papers, photographs, and other documents to the Municipality, the State or United States Government at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the Municipality.
3. Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM, photographs, and other material prepared or collected by the contractor, hereafter referred to as "instruments of professional service," shall become the property of the Municipality as they are prepared and/or developed during performance of the work of the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the Municipality.
4. The contractor shall surrender to the Municipality upon demand or submit for inspection at any time, any instruments of professional service that have been collected, undertaken or completed by the contractor pursuant to the contract. Upon completion of the work, these instruments of professional service will be appropriately endorsed by the contractor and turned over to the Municipality.
5. Data and publication rights to any instruments of professional services produced under the contract are reserved to the Municipality and shall not be copyrighted by the contractor at any time without written approval of the Municipality. No publication or publicity of the work, in part or in total, shall be made without the consent of the Municipality, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

Specifications for Contractor Services

6. Rights and Remedies Additional: The rights and remedies of the Municipality under this article are in addition to any other rights and remedies that the Municipality may possess by law or under this contract.
7. Decisions Final and Binding: Decisions of the Municipality on matters discussed in this article shall be final and binding.

5.03 PERSONNEL REQUIREMENTS AND CONDITIONS. The contractor shall employ only qualified personnel to supervise and perform the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the contract.

The contractor shall supply resumes for staff proposed to work on assignment(s) under contracts for review, and acceptance, or rejection, by the Municipality. This requirement may be waived if the proposed staff has worked on similar projects for the Municipality in the past. The Municipality retains the right to interview the proposed staff.

Except with the approval of the Municipality, during the life of the contract, the contractor shall not employ:

- (a) Personnel on the payroll of the State or the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the contract or any project that is the subject of the contract.
- (b) Any person so involved within one (1) year of termination of employment with the State or the Municipality.

The contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the contractor, to solicit or secure the contract, and that no company or person has been paid or has a contract with the contractor to be paid, other than a bonafide employee working solely for the contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warranty, the Municipality shall have the right to terminate the contract, without liability to the Municipality, and to retrieve all costs incurred by the Municipality in the performance of the contract.

The Municipality reserves the right to require removal of any person employed by a contractor from work related to the contract for misconduct, incompetence, or negligence, or who neglects or refuses to comply with the requirements of the contract. The decision of the Municipality, in the due and proper performance of its duties, shall be final and not subject to challenge or appeal beyond those described in Section 5.12.

5.04 No Employee Benefits For Contractor: The Contractor understands that the Municipality will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to Municipal employees, nor will the Municipality withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of signing of the Agreement. The Contractor understands that all tax returns required by the Internal Revenue Code

Specifications for Contractor Services

and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5.05 ASSIGNMENTS, TRANSFERS AND SUBLETTING. The contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without prior written consent of the Municipality and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign, sublet or assign any portion of the work shall in no way relieve the contractor of responsibility for the performance of that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.

Any authorized subcontracts shall contain all of the same provisions specified for and attached to the original contract with the Municipality. The Municipality shall be provided copies of all signed subcontracts.

5.06 PERFORMANCE AND COMPLETION OF WORK. The contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.

With the exception of ongoing obligations (*e.g.*, insurance, ownership of the work, and appearances) upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.

If, at any time during or after performance of the contract, the contractor discovers any design errors, change(s) in standards, work product, or other issues that warrant change(s), the contractor shall notify the Local Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

5.07 CONTINUING OBLIGATIONS. The contractor agrees that if, because of death(s) or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the Municipality may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) and/or key project personnel to be a loss of such magnitude that it would affect the contractor's ability to satisfactorily comply with the contract.

5.08 APPEARANCES.

- (a) Hearings and Conferences: The contractor shall provide professional services required by the Municipality that are necessary for furtherance of any work covered

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under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its services provided under the contract.

The contractor shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate with the Municipality, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.

The contractor further agrees to participate in meetings with the Municipality, the State and applicable Federal Agencies, and any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

- (b) Appearance as Witness: If and when required by the Municipality, the contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the Municipality, any litigation or other legal proceeding concerning any relevant project or related contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

5.09 CHANGES AND AMENDMENTS. Extra work, additional services or changes may necessitate the need to amend the contract. Extra work, additional services or changes must be properly documented and approved by the Local Project Manager, or an authorized official delegated this responsibility, prior to initiating action of any extra work, additional services, or changes.

5.10 APPENDICES. The Municipality may attach to these specifications appendices containing various forms and typical sample sheets for guidance and assistance to the contractor in the performance of the work. It is understood that such forms and samples may be modified, altered, and augmented from time to time by the Municipality. It is the responsibility of the contractor to ensure that it has the latest versions applicable to the contract.

5.11 EXTENSION OF TIME. The contractor agrees to perform the work in a diligent and timely manner; no charges or claims for damages shall be made by the contractor for delays or hindrances from any cause whatsoever. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions may be granted only by amendment, and only for excusable delays such as delays beyond the control of the contractor and without the fault or negligence of the contractor.

The contractor may, with justification, request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if the Municipality determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.

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The decision of the Municipality relative to granting an extension of time shall be final and binding.

5.12 RESOLUTION OF CONTRACT DISPUTES. The parties shall attempt to resolve any disputes that may arise under the contract by negotiation. Any dispute not resolved by negotiation shall be referred to the Local Project Manager for determination. If the contractor is aggrieved by the decision of the Local Project Manager, the contractor may file an appeal following the process described below.

- a. This Section sets forth the exclusive appeal remedies available with respect to this contract. The Contractor, by signing the contract, expressly recognizes the limitation on its rights to appeal contained herein, expressly waives all other rights and remedies and agrees that the decision on any appeal, as provided herein, shall be final and conclusive. These provisions are included in this contract expressly in consideration for such waiver and agreement by the Contractor.
- b. A Contractor may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Municipal Legislative Body. The notice of appeal shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of appeal the Contractor must file with the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The Contractor shall have the burden of proving its appeal by clear and convincing evidence.
- d. Failure to file a notice of appeal or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Municipal Legislative Body, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Municipal Legislative Body shall issue a written decision regarding the appeal after it receives the detailed statement of appeal. Such decision shall be final and conclusive.
- f. If the Municipal Legislative Body concludes that the Contractor's has established a basis for appeal, the Municipal Legislative Body will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the appeal. Such steps may include, without limitation, withdrawing or revising the decisions, or taking other appropriate actions.

5.13 EXCUSABLE FAILURE TO COMPLY WITH TIME SCHEDULE. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such

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magnitude as to prevent the complete performance of the contract within two (2) years of the originally scheduled completion date, either party may by written notice request an extension of time or terminate the contract.

5.14 NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.

Neither the contractor nor the Municipality shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

5.15 NO GIFTS OR GRATUITIES: Contractor shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the Municipality or the State during the term of this Agreement.

5.16 ADDITIONAL ADMINISTRATIVE REQUIREMENTS:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Part 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. Section 276a to 267a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Sections 103 and 107 of the Contract Working Hours and Safety Standards Act (40 U.S.C. Section 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- (d) Exclusionary or Discriminatory Specifications. Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant of loan funds to support procurements utilizing exclusionary of discriminatory specifications.

Section 6: OPERATIONAL STANDARDS

6.01 RESPONSIBILITY FOR SUPERVISION. The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the contract.

6.02 WORK SCHEDULE AND PROGRESS REPORTS. Prior to initiating any work, the contractor shall work with the Municipality's Local Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date

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and any interim submission date(s) in the contract. The Municipality will use this work schedule to monitor the contractor.

The contractor during the life of the contract shall make monthly progress reports, or as determined by the Local Project Manager, indicating the work achieved through the date of the report. The contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. The Municipality may require the contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by the Municipality.

6.03 UTILITIES. Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the Contractor shall consult with the VTrans' Utility Section and initiate contacts and/or discussions with the affected owner(s) regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The contractor shall inform the Municipality, in writing, of all contacts with utility facility owners, and the results thereof.

6.04 PUBLIC RELATIONS. Whenever it is necessary to perform work in the field (*e.g.*, with respect to reconnaissance, testing, construction inspection and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is need to enter upon private property to accomplish the work under the contract, the contractor shall inform property owners and/or tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum damage to the land and disturbance to the owner thereof. Upon request of the contractor, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the Municipality.

6.05 INSPECTION OF WORK. The Municipality, the State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting and auditing, and the contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing. The contractor shall permit the Municipality, the State, or representative(s) of the State and applicable federal agencies the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the contractor pursuant to the contract.

A conference, visit to a site, or inspection of the work may be held at the request of the contractor, the Municipality, the State, and appropriate federal agency(ies).

6.06 WRITTEN DELIVERABLES/REPORTS. Unless otherwise identified in the scope of work, written deliverables presented under terms of the contract shall be on 8.5" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project, if applicable, and publication date. The report shall have a table of contents and each page shall be numbered consecutively. Draft reports shall be clearly identified as such.

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Section 7: PROJECT DEVELOPMENT AND STANDARDS

7.01 PLANS, RECORDS AND AVAILABLE DATA. At the request of the contractor, the Municipality will make available to the contractor, at no charge, all information and data related to the contract.

7.02 DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES. The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives and any other requirements related to the contract.

In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the Municipality.

7.03 ELECTRONIC DATA MEDIA. Contractors, subcontractors, and representative(s) thereof performing work related to the contract shall ensure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage. For those projects that are to be stored on the VTrans plan archival system the following shall apply:

(a) CADD Requirements.

CADD requirements are available in “The Vermont Agency of Transportation CADD Standards and Procedure Manual” on the VTrans web page at <http://www.vtrans.vermont.gov> . VTrans has developed this manual to ensure that all electronic CADD files delivered to and taken from the Agency are in formats that can be utilized for engineering purposes without modification. VTrans will not accept or pay for any CADD files which do not adhere to the requirements specified in the CADD manual.

(b) VTrans Web Page and File Transfer Protocol (FTP) Sites - Disclaimer.

The files located on the VTrans web page and FTP sites are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work being produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free. VTrans is not responsible in any way for costs or other consequences, whether direct or indirect, that may occur to the contractor or any subsequent users of the information due to errors that may or may not be detected.

(c) Geographic Information System Requirements.

The contractor shall provide to the Municipality all spatially-referenced digital data developed for or used in a project. Such data shall conform to relevant standards and guidelines of the Vermont Geographic Information System with respect to digital media, data format, documentation, and in all other respects. Copies of the standards and guidelines can be obtained from the Vermont Center for Geographic

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Information, Inc., 58 South Main Street, Suite 2, Waterbury, VT 05676; (802) 882-3000 or at www.VCGI.vermont.gov .

(d) Data Specifications.

- (1) Data structures (databases, data files, and other electronic information) shall provide 4-digit date century recognition. Example: 2016 provides “date century recognition,” while ‘16 does not.
- (2) All stored data shall contain date century recognition, including, but not limited to, data stored in databases and hardware/device internal system dates.
- (3) Calculations and program logic shall accommodate both same century and multi-century formulas and data values. Calculations and program logic includes, but are not limited to, sort algorithms, calendar generations, event recognition, and all processing actions that use or produce data values.
- (4) Interfaces to and from other systems or organizations shall prevent non-compliant dates and data from entering or exiting any State system.
- (5) User interfaces (*i.e.*, screens, reports, and similar items) shall accurately show 4-digit years.

(e) General Specifications.

To provide uniform and consistent integration with electronic data transfer, all data, other than specific applications previously mentioned, shall be in Microsoft’s Office format. The desktop suite includes word processing, spread sheets and presentations. All transmissions of e-mail must be in Rich Text (RTF) or Hyper Text Markup Language (HTML) format.

7.04 REVIEWS AND APPROVALS. All work prepared by the contractor, subcontractor(s), and representatives thereof pursuant to the contract shall be subject to review and approval by the Municipality. Approval for any work shall be documented in writing.

Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor’s expense.

The pertinent federal entity may independently review and comment on the contract deliverables. The contractor, through the Municipality, shall respond to all official comments regardless of their source. The contractor shall supply the Municipality with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

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Section 8: PAYMENT FOR SERVICES RENDERED

8.01 PAYMENT PROCEDURES. The Municipality will pay the contractor, or the contractor's legal representative, progress payments monthly or as otherwise specified in the contract.

- (a) **General:** Payment generally will be determined by the percentage of work completed as documented by a progress report of such work. The total percentage of work billed shall be within ten (10) percent of the total percentage of work completed. The percentage of work completed is based on the actual contract work produced, as outlined in the monthly progress report.
- (b) **Hourly-Type Contracts:** For hourly type contracts, payments will be made based on documented hours worked and direct expenses encumbered, as allowed by the contract.
- (c) **Actual Costs and Fixed Fees:** When applicable for the type of payment specified in the contract, the progress report shall summarize actual costs and any earned portion of a fixed fee.
- (d) **Maximum Limiting Amount Cannot Be Exceeded:** The total amount invoiced for the contract and the total amount paid pursuant to the contract cannot exceed the contract's Maximum Limiting Amount.
- (e) **Invoices:** Invoices shall be submitted to the Municipality's Local Project Manager. The invoice must adhere to all terms of the contract. The "final invoice" shall be so labeled. All invoices must:
 - 1) Be originals signed by a company official and be accompanied by two copies, with documentation for the original and all copies.
 - 2) Indicate the appropriate project name, project number if applicable, and contract number. When applicable, invoices shall further be broken down in detail between projects.
 - 3) Be dated and list the period of performance for which payment is requested.
 - 4) Include a breakdown of direct labor hours by classification of labor, phases and tasks, if applicable. For reporting purposes, however, the amounts can be combined for phases that are paid from the same funding source.
 - 5) Not include overtime rates unless the Municipality's Local Project Manager provides prior written approval, if applicable. Information regarding overtime can be found in 48 CFR Ch. 1, Section 22.103.

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- 6) Be accompanied by documentation to substantiate necessary charges. Documentation of all charges must accompany the original invoice and each copy.
- (f) Meals and Travel Expenses: When applicable for the type of payment specified in the contract, reimbursement of expenses for meals and travel shall be limited to the current, approved in-state rates as determined by the State's non-management bargaining unit labor contract, and need not be receipted. Current in-state expense reimbursement rates may be obtained from the Vermont Department of Human Resources.
- (g) Other Expenses: Expenses for the following items will be reimbursed at reasonable rates as determined by the Municipality. In all instances, receipts or bills indicating costs pertaining to the project identified, inclusive of any discounts given to the contractor, must be submitted.
1. Lodging.
 2. Telephone and fax.
 3. Printing and reproduction.
For printing and reproduction work performed within the contractor's firm, log sheets are sufficient if they clearly indicate the contract or project copies.
 4. Postage and shipping.
Contractor shall choose the most economical type of service (regular mail, overnight express, other) workable for the situation. The use of express mail or overnight delivery should be limited to those instances when such expenditures are warranted.
- Reimbursement of all other expenses is subject to approval by the Municipality and all other reimbursement requests must include receipts or other documentation to substantiate the expenses. Except as otherwise provided in the contract, all requests for reimbursement of direct expenses must reflect actual costs inclusive of any discounts given to the contractor.
- The contractor must attach any sub-contractor invoices, ensure that they adhere to the terms of the contract, and include all necessary receipts and other documentation. **Mark-up on subcontractor invoices is not allowed.**
- (h) Payment Is Not Acceptance: Approval given or payment made under the contract shall not be conclusive evidence of the performance of said contract, either wholly or in part. Payment shall not be construed to be acceptance of defective work or improper materials.
- (i) Payment for Adjusted Work: As adjustments are required for additions, deletions, or changes to the contract, payment for such work shall be in accordance with Subsection 8.02 - Payment for Additions, Deletions or Changes and/or any applicable fees set forth in amendment(s) to the contract.

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- (j) If the contractor discovers error in a submitted invoice or payment, the contractor shall notify the Local Project Manager of the error prior to the submission of any additional invoices. The local project manager will provide direction on how the error is to be resolved.

8.02 PAYMENT FOR ADDITIONS, DELETIONS OR CHANGES: The Municipality may, upon written notice, require changes, additions or deletions to the work/contract. Whenever possible, any such adjustments shall be administered under the appropriate fee established in the contract based on the adjusted quantity of work.

The Municipality may, upon written notice, and without invalidating the contract, require changes resulting from revision or abandonment of work already satisfactorily performed by the contractor or changes in the scope of work.

If the value of such changes, additions or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time and/or expense to perform the work, the contract may be amended accordingly.

The contractor agrees to maintain complete and accurate records, in a form satisfactory to the Municipality, for any extra work or additional services in accordance with Subsection 6.05 - Inspection of Work. When extra work or additional services are ordered, the contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by the Municipality.

8.03 RELIANCE BY THE MUNICIPALITY ON REPRESENTATIONS: All payments by the Municipality under this Agreement will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

Section 9: AUDIT REQUIREMENTS

9.01 – AUDIT REQUIREMENTS. All Contractors shall provide information to verify the fiscal capacity of the firm and the acceptability of its accounting system to meet federal funds management requirements.

9.02 – INDIRECT COST CERTIFICATION. All contractors entering into a contract to provide engineering and/or design related services, regardless of amount, must have an audited indirect cost schedule and rate calculation completed according to a federally approved methodology.

9.03 RECORD AVAILABLE FOR AUDIT. The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the Municipality, the State

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or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The Municipality, the State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

Section 10: SECRETARY OF STATE

10.01 REGISTRATION WITH SECRETARY OF STATE. The contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the contractor:

- (a) Is a domestic or foreign corporation.
- (b) Is a resident co-partner or resident member of a co-partnership or association.
- (c) Is (are) a non-resident individual(s) doing business in Vermont in his/her (their) individual capacity(ies).
- (d) Is doing business in Vermont under any name other than the Contractor's own personal name.

This registration must be complete prior to contract preparation. Current registration must be maintained during the entire contract term.

Section 11: VERMONT STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES APPENDICES A and E

11.01 ASSURANCE APPENDIX A. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part

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3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.02 ASSURANCE APPENDIX E. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252),

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- (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder _____, proposed subcontractor _____, hereby certifies that he/she has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company	By	Title
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NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**MUNICIPAL ASSISTANCE BUREAU
CONFLICT OF INTEREST DISCLOSURE FORM
FOR LOCALLY MANAGED PROJECTS**

Name of Firm: _____

Project Name/Number: _____

Project Sponsor: _____

After reviewing the conflict of interest information in the VTrans Municipal Assistance Bureau Local Projects Guidebook, the 23 CFR §1.33 and 2 CFR §200.318, I have determined that no real or potential conflicts of interest have been identified for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for the above local federal-aid project, including family members and personal interests of the above persons.

Signature of Consultant Representative in Responsible Charge

Signature of Municipal Representative in Responsible Charge
(Signature of Municipal Representative only indicates receipt of this form)

cc: AOT Project Supervisor

**MUNICIPAL ASSISTANCE BUREAU CONSULTANT
DEBARMENT AND NON-COLLUSION FORM FOR LOCALLY
MANAGED PROJECTS**

Name of Firm: _____

Project Name/Number: _____

Project Sponsor: _____

I certify that neither I, my firm or its principals have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive consultant selection in connection with this proposal for the above local federal-aid project.

I certify that neither I, my firm or its principals are presently suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; do not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and have not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Signature of Consultant Representative in Responsible Charge

cc: Municipal Representative in Responsible Charge
AOT Project Supervisor