

Vermont Agency of Transportation







Municipal Assistance Bureau Local Projects Guidebook Appendices

2014

Revised April 2018

~~Revised August 2014~~

Revisions to the Guidebook Appendices can be found at the end of the document. They are identified throughout the book by notes with the revision number **REVISION APP-#** and these symbols  . The download icon  has a link to the revision and the list icon  has a link to the list of revisions. These changes will be included at the appropriate location in the next edition.

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Appendix A
Sample Summary of Costs Submittal

Submitting Name (Municipality)
 Project Name, Number, Expenditure Account – Location
 Invoice Number
 Invoice Period

Municipal Charges

	Contract Amount	Total Billed To Date	Previous Invoice	Current Invoice
Direct Labor	\$135,200.00	\$800.00	\$100.00	\$700.00
Direct Cost	\$4,800.00	\$629.15	\$10.00	\$619.15
Indirect Costs ¹		\$945.00	\$0.00	\$945.00
Subtotals	\$140,000.00	\$2,374.15	\$110.00	\$2,264.15

Direct Labor Break Down

	Hours	Rate	Total
John Doe	40	\$10.00	\$400.00
Jane Doe	20	\$15.00	\$300.00
Direct Labor Total			\$700.00

Direct Costs Break Down

Blue Print Co.	\$600.00	
Bob's Film Developing	\$19.15	
Direct Cost Total		\$619.15

Indirect Costs¹ Break Down

Direct Labor	Overhead Rate ¹	Total
\$700.00	1.35	\$945.00
Total Indirect Costs		\$945.00

¹ Indirect Costs to the municipality and Overhead Rates must be approved by VTrans in advance.

Appendix B
Invoice Spreadsheet Submittal

Project Name & Number
100-PRELIMINARY ENG.
P.E. MLA:

Date
 Payment Option A

\$ -

	INVOICE #	AGR. AMOUNT	TOTAL BILLED TO DATE	PREVIOUS BILLED TO DATE	CURRENT INVOICE
I. Municipal Charges			\$ -	\$ -	\$ - \$ -
II. Consultant Charges		\$ -	\$ -	\$ -	\$ -
Subtotal					\$ -
TOTAL			\$ -	\$ -	\$ -
PE MLA BALANCE		\$ -			
PE %MLA REMAINING			#DIV/0!		

200-RIGHT OF WAY
ROW MLA:

\$ -

	INVOICE #	AGR. AMOUNT	TOTAL BILLED TO DATE	PREVIOUS BILLED TO DATE	CURRENT INVOICE
I. Municipal Charges			\$ -	\$ -	\$ - \$ -
II. Consultant Charges		\$ -	\$ -	\$ -	\$ -
Subtotal					\$ -
TOTAL			\$ -	\$ -	\$ -
ROW MLA BALANCE		\$ -			
ROW %MLA REMAINING			#DIV/0!		

300 - CONSTRUCTION
CONST. MLA:

\$ -

	INVOICE #	AGR. AMOUNT	TOTAL BILLED TO DATE	PREVIOUS BILLED TO DATE	CURRENT INVOICE
I. Municipal Charges			\$ -	\$ -	\$ - \$ -
II. Consultant Charges		\$ -	\$ -	\$ -	\$ -
Subtotal					\$ -
TOTAL			\$ -	\$ -	\$ -
CONSTRUCTION MLA BALANCE		\$ -			
CONSTRUCTION %MLA REMAINING			#DIV/0!		

Appendix C
Example RFP & SOW for MPM
& Design Engineer

Example Request for Proposals for Municipal Project Manager

Date

RE: Request for Proposals

Dear Ladies & Gentlemen:

The Town/City of _____ is requesting proposals for project management services on a project funded in part by the Federal Highway Administration and the Vermont Agency of Transportation. The specific duties are outlined in, and all work will be accomplished in accordance with the attached Scope of Services.

The Municipality intends on selecting one proposer to perform the services, which are expected to extend through _____. The rates that are proposed will be in effect for the complete term of the contract.

All questions related to this request for proposals shall be addressed to _____ at _____ or in writing at _____ or by FAX at _____. Any questions received, other than routine ones, will be answered and distributed to all proposers.

In order to be considered responsive to this request for proposals, each proposal shall conform to the following requirements. The proposer shall:

- Submit four (4) copies of the technical proposal in a sealed envelope to the name and address indicated above prior to _____
- Submit a separate copy of the cost proposal in a separate envelope. Provide in the proposal hourly rates for all classifications of personnel who may be utilized for the services requested. These rates shall be presented and broken down by direct labor cost and indirect cost by percentage or by hourly rate.

The proposal will be evaluated considering the following factors:

- Familiarity with applicable state and federal regulations or demonstrated experience with similar regulations which would indicate an ability to understand unfamiliar regulations.
- Demonstrated experience with public participation and meeting facilitation.
- Demonstrated experience with financial management, particularly with regard to development of individual projects.
- Demonstrated experience with preparing requests for proposals / qualifications and scopes of services for hiring consultant services, with preparing, executing and managing such contracts and/or experience with similar type procurement.

- Demonstrated experience with construction projects from start to finish, including administrative oversight.

Additional requirements and conditions are outlined in the “Specifications for Contractor Services” (Appendix E of the Local Projects Guidebook), which will be incorporated in the contract with the MPM.

If any proposer is aggrieved by the proposed award of the contract, they may appeal in writing to _____ . The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract.

All proposals become the property of the Municipality upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the proposer. The Municipality reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this request for proposals if it is in the best interest of the Municipality. This solicitation of proposals in no way obligates the Municipality to award a contract.

Example Scope of Work for Municipal Project Manager

The Town/City of _____ has entered an agreement with the Vermont Agency of Transportation to develop a project to [PROJECT DESCRIPTION]. This project is funded in part by the Federal Highway Administration and the Vermont Agency of Transportation. Accordingly, all aspects of project development, from developing a purpose and need statement to constructing the project, must conform to federal and state regulations. The Municipality has agreed to provide the project management. The Agency of Transportation will designate a VTrans Project Supervisor to assist the Municipality in meeting the necessary requirements and ensure that the agreed upon project funds are allocated for project use.

The Town/City of _____ has decided to contract services to fulfill its responsibilities with regard to project management. Those who assume such duties will herein be referred to as the Municipal Project Manager or MPM. VTrans will be providing oversight of project development as well as developing guidance relative to the various aspects of project development. As part of this guidance, VTrans has developed a "Project Development Process" chart that provides an overview of the process. The duties of the MPM will include:

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

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

Example Request for Qualifications for Design Engineer

REQUEST FOR QUALIFICATIONS
Engineering Studies, Design and Permitting

[PROJECT NAME & NUMBER]

The Town/City of [] is requesting Statements of Qualifications (SOQ)s from engineering firms (Consultants) for engineering services for [PROJECT DESCRIPTION] in the Town/City of []. The Municipality is seeking a Consultant with expertise in designing, engineering and permitting such a project as outlined in the []. The procurement process for selection of the Consultant will be a Qualifications Based Selection (QBS). We are not seeking a detailed scope of work or cost proposal at this time. The successful Consultant will be selected based upon their demonstrated ability to provide the highest qualified team to achieve the goals of the project through their SOQ and possible interview with the selection committee.

Project Development

Through a Grant Agreement between the Municipality and the Vermont Agency of Transportation (VTrans), the Municipality will manage the project while the VTrans Municipal Assistance Bureau administers funding and reviews project material for compliance to Federal and State standards and policy's as laid out in the Local Projects Guidebook.

The owner of the project is the Municipality and the sole authority for the Consultant during the project rests with the Municipal Governing Body.

The Municipality has hired a Municipal Project Manager (MPM), [NAME OF MPM] & [ADDRESS]. Phone [] or email []. The consultant will work directly with the Municipal Project Manager throughout the development process.

The project will be developed according to the guidelines established by the VTrans Municipal Assistance Bureau. Questions related to the project development process can be answered by VTrans Project Supervisor, [NAME], VTrans, Municipal Assistance Bureau, One National Life Drive, Montpelier, VT 05633-5001 – phone (802) [NUMBER] or email [].

The lead local contact and administrative support for the project is [NAME], Town/City of [], [ADDRESS] – phone (802) [NUMBER] or email [].

All technical questions related to this RFQ should be directed to the MPM.

Project Requirements

All work will be accomplished in accordance with the following:

- VTrans CADD Manual / MicroStation format, if necessary.
- Specifications for Contractor Services
(from Appendix E of the Local Projects Guidebook on the VTrans web site).
- Local Projects Guidebook
- Local Projects Development Process

Project Description

The purpose of the [BRIEF PROJECT DESCRIPTION]. The project encompasses [PROJECT LOCATION].

The project will include the following:

Several identified key elements important to this project are:

History of the Project

Qualifications - Based Selection Process (QBS)

Engineering services for this project will be procured through a qualifications-based selection process (QBS) as determined by the Brooks Act (Public Law 92-582). This Request for Qualifications (RFQ) is a solicitation for a Statement of Qualifications (SOQ) from qualified firms. We are not seeking a scope of work or cost proposal at this time. For more information on the QBS process please refer to the VTrans Local Projects Guidebook.

Submission Requirements

Please furnish six (6) copies of the Statement of Qualifications with pages numbered consecutively.

Statement of Qualifications (SOQ) should be a narrative proposal that best represents your firm's qualifications to perform planning, permitting, designing and engineering services for the [PROJECT NAME]. SOQ's should include the proposed project team, technical abilities, examples of previous projects, references, a proposed schedule and any other information that you consider important. SOQ's should also include provisions for the archeological and historic review components of the project and qualifications of all proposed sub-consultants.

We are not seeking a detailed scope of work or cost proposal at this time.

All Statements of Qualification will become the property of the Municipality upon submission. The cost of preparing, submitting and presenting is the sole expense of the firm. The Municipality reserves the right to reject any and all Statements of Qualification received as a result of this solicitation, to waive any formality and any technicalities or to cancel this RFQ in part or in its entirety if it is in the best interests of the Municipality. This Request for Qualifications in no way obligates the Municipality to award a contract.

Submission Schedule

Statements of Qualifications (SOQ) are to be submitted to:

SOQ's must be received at the Municipal offices no later than **4:00 p.m. on [DATE]**. SOQ's received after the deadline will not be accepted. Questions will be answered up to [DATE], after which a compiled list of all questions asked and answers will be furnished to all interested consultants. It is the goal of the Municipality to review the Statements of Qualifications and the Selection Committee to meet collectively and choose the three most qualified firms within three weeks of the submission deadline. Interviews with selected consultants may begin shortly afterward and the selection of the most qualified firm and negotiations with that firm is anticipated to conclude sometime in [DATE]. An anticipated start date for the project would be [DATE]. Notification to all responding firms of the selection will follow immediately upon the decision of the Municipality of [] Selectboard/Council.

Selection

The Selection Committee includes the MPM, Municipality & other local or regional representatives. They will review and evaluate each statement of qualifications, based on the criteria below. Firms will then be ranked accordingly. The Selection Committee may interview the top three firms if it is deemed necessary in order to choose the highest qualified firm. Upon completion of any interviews, a scope of work and cost proposal will be required and negotiations will begin with the top-ranked firm. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second-ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated.

Criteria for Selection

The following criteria, as a minimum, will be used to evaluate qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of the Project	3	5	15
Knowledge of the Project Area	2	5	10
Availability of Technical Disciplines	4	5	20
Qualifications / Experience of Proposed Staff	2	5	10
Ability to Meet Schedules & Budgets	2	5	10
Past Performance on Similar Projects	5	5	25
Knowledge of Federal and State Standards and Policies	2	5	10
TOTAL			100

Contract Requirements

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 109 State Street, Montpelier, VT 05609-1104. The fee is \$20.00. The telephone number is (802) 828-2386. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

A completed copy of the Agency's Form AF38 will also be required prior to being awarded a contract. One copy of this financial information for the prime consultant as well as one copy of the financial information for each firm designated as a sub-consultant. The information submitted shall meet the requirements of Form AF38 at a level commensurate with the anticipated magnitude of each sub-consultant's proposed work. Complete audited financial statements, balance sheets, etc. **do not** need to be submitted, if that information is on file with VTrans. Please note in the SOQ if this information is on file with VTrans.

Additional contract requirements are in the "Specifications for Contractor Services" found in Appendix E of the Local Projects Guidebook, which will be incorporated in the contract with the successful consultant.

All prospective consultants and sub-consultants must be on the VTrans qualified list, or found eligible for addition to that list.

The Consultant awarded this contract shall be responsible for furnishing the Municipality with independently prepared, properly supported indirect cost rates in accordance with the cost principles contained in 48 CFR Part 31 for all time periods covered by the contract.

It is expected that all consultants will make good faith efforts to solicit DBE sub-consultants.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the "Specifications for Contractor Services" located in the Local Projects Guidebook. The certificate of insurance coverage shall be documented on forms acceptable to the Municipality.

Appeal Process

If the award of the contract aggrieves any firms, they may appeal in writing to the Municipality of [] Selectboard/Council, [ADDRESS]. The appeal must be post-marked within fourteen (14) calendar days following the date of written notice to award the contract. Any decision of the Municipal Selectboard/Council is final.

All questions related to this RFQ shall be directed to the MPM, [NAME] [ADDRESS]. Phone (802) [] or email []. Other than very routine questions, all questions will be answered in writing and distributed to all prospective firms.

Sincerely,

[NAME], Municipal Project Manager

Example Scope of Work for Design Engineer

General Scope of Work

- **Background and Reference Materials:** This scope of work covers all the steps noted in the most recent edition of the *VTrans Local Projects Guidebook*. Steps previously completed as part of the [] are so noted.
- **Project Limits:** The project begins on [PROJECT DESCRIPTION].
- **Coordination/Documentation:** All project meetings and telecommunications will be documented and sent to the MPM and possibly others as directed. A project file will be maintained with all pertinent correspondence.
- **Project Status Updates:** Monthly project updates will be generated and sent by email to the Municipal Project Manager (MPM). The MPM will distribute copies to others with interest in the project.
- **Contract Updates:**

PHASE A-PROJECT DEFINITION WORK TASKS

1. **Project Kick-off Meeting:** An initial meeting with the MPM, VTrans Project Supervisor and Project Team took place on [DATE] where the anticipated scope of services was discussed and clarified.
2. **Local Concerns Meeting:** A meeting to obtain input from the public in helping to define the purpose and need(s) of the project.
3. **Data Collection:**

Topographic Survey will be collected by [] and followed by the plotting of a base plan. Prior to the survey, individual property owners will be notified by letter written on Municipal letterhead which introduces the surveyors and informs the property owners of the survey schedule. The survey data will include the utility poles and existing culverts as well as any utilities that are present within the immediate project limits.

When required the survey will be performed to VTrans Standards. The survey data will be imported into MicroStation using current VTrans Standards and will create a 3-dimensional digital terrain model (DTM) as well as an annotated base plan showing all the existing detail.

Three copies of the survey plots will be provided to the MPM at a 1" = 50' scale. After the initial plot, an engineering field review will be completed to verify the survey plot and to identify additional engineering related survey needs. The existing Right-of-Way (ROW) will be depicted on the plan. Approximate existing property lines and owners names will be added to the base plan based on available electronic tax map information.

After the wetlands are flagged, a second survey request will be developed to collect the wetland flag information and other data along the project that is needed for engineering purposes. The survey plan and DTM will then be updated.

Updated Traffic/Accident Information will be obtained. Accident information will also be solicited from the Municipality and State. This information will be helpful in determining the design parameters.

Soils Investigations/Pavement Treatment Options:

Critical Environmental Resources and Permit Requirements: Complete field research and a site review to identify potential constraints such as historic districts, structures or properties, hazardous waste, archaeologically sensitive areas and wetlands. If archaeological field investigations become necessary, a separate budget request will be made at the time the required scope is identified. Wetlands will be flagged in the spring. Act 250 and other permit related needs will be investigated to determine the implications related to various design options, cost and the project schedule.

4. **Initiate Conceptual Design:** Upon completion of the field survey, conceptual design will be completed to identify the major project design challenges. This work will include creating a template that will allow for modeling and developing proposed slope limits then completing several critical cross sections to depict potential impacts to utility poles, trees, fences etc that will need to be addressed. In addition, consideration will be given to potential storm water treatment related grading that will further extend the slope limits in certain areas.
5. **Municipality and Utility Officials Meeting:** Arrange a meeting with key municipal officials. A representative(s) from the affected utility companies will need to be invited. The meeting purpose will be to discuss project challenges and agree upon resolutions.
6. **Public Update Meeting:** A public meeting will be held to update abutters and other interested parties on the project status and to get input on other issues that will be considered during the design process. A Notice of the Meeting will be created and mailed to the abutters. The Municipality will be asked to update the abutter mailing list prior to the notices being sent out. The Town will be responsible for advertising the meeting in local media.
7. **Conceptual Plans Development:** Conceptual Plans will be developed according to the Local Projects guidelines. During the plans development, it is anticipated that two meetings will be required with the MPM, Town Officials and other affected parties, if necessary to present various design options to address items such as pavement treatment, tree impact mitigation/avoidance options and other design related options for consideration. Since utility pole relocations may impact sensitive resources that could affect decision making, we propose to depict the anticipated relocations in sensitive areas on the Conceptual Plans. In addition, we propose to address storm water treatment on the Conceptual Plans. Coordination with ANR officials will be completed early and that input will be used as a basis for the design. Protection measures for trees that can be saved and mitigation (plantings) for tree removals will be shown on the plans. Environmental permit related issues associated with each option as well as a detailed construction cost estimate will be available to facilitate decision making. Once the plan package is completed, it will be submitted along with supporting documentation to the MPM, and the Municipality for review and comment. After comments are received, a Comment Review Meeting will be held to agree upon resolutions. The agreed to resolutions will then be incorporated into the Conceptual Plans. A set of Revised Conceptual Plans will then be submitted. A Public Information Meeting will then be scheduled to present the project. A Notice of the Meeting will be created and mailed to the abutters. The Municipality will be asked to update the abutter mailing list prior to the notices being sent out. The Municipality will be responsible for advertising the meeting in local media. Design Engineer will prepare meeting graphics and lead the presentation. It is assumed that any potential plan revisions associated with meeting input will be incorporated into the 60% Plans, as part of Phase B.

Plans and supporting data comparing design options for work session meetings.

- Meeting memos.
- Conceptual Plans (Title Sheet, Typical Sections including the proposed pavement and substructure treatment, Base Plan and Profile Sheets with proposed layout, Cross Sections, Conceptual Traffic Control).
- Summary of Conceptual Plan Comments with suggested resolution for discussion and updating at the Comment Review Meeting.
- Detailed Construction Cost Estimate.
- Draft list of abutters for Municipality to update.
- Public Notice of the meeting.
- Public Meeting memo.

8. **Environmental Impact Resolution:** After acceptance of the Conceptual Plans by the Municipality, we will proceed with submitting documentation necessary to obtain the National Environmental Policy Act of 1969 (NEPA) permit, which for this project is expected to be a Categorical Exclusion Document. The submittal will include the standard Environmental Analysis Sheet. The VTrans Environmental Section will be responsible for submitting the environmental documentation to the FHWA for an expected categorical exempt determination. In addition, we will obtain the Act 250 Jurisdictional Determination.

PHASE B-PROJECT DESIGN WORK TASKS

1. **Preliminary (60%) Plans:** Once the environmental determination has been made, the plans will be detailed further as described in the Local Projects Guidebook. This is a major design step as it will include detailed drainage design, including the formal storm water discharge permit application, landscape design as well as plan, cross section and profile details. Provide technical information for use in preparing the remaining State and Federal permits required for the project. No formal submittal of plans for review will be required. Copies of the plans will be made and sent to the utility companies.
2. **Utility Relocation:** In the conceptual phase, we initiated early coordination with the utility companies to plan out the anticipated relocation needs. At this time, 60% Plans will be sent to the utility companies who will be asked to show their detailed relocations including anticipated guy poles and wires. The relocations will be added to the plans and will begin to assess potential impacts to private property and sensitive resources. Once the utility relocations are final, we will draft Utility Relocation Agreements in accordance with the process outlined in the Local Projects Guidebook.
3. **Property Owner Meetings:** Contact the owners and arrange for individual meetings preferably at a public location near the project such as the Municipal Office or the Library. If preferred by the property owner, the meeting could also be held on site. Invitees to the individual property owner meetings will include a representative from each utility company, the MPM, a representative from the Municipality and a Design Engineer representative able to explain the proposed improvement and any associated impacts to the subject property. The representative will also explain the ROW process and ask ROW related questions to complete the Property Owner Report. This information will include a request for each property owner to identify the approximate location of their well and septic system on the plan. Input from the property owners will be received and documented. Plan revisions will be made as agreed to by the MPM, VTrans Project Supervisor and the Municipality.
4. **Re-evaluation of the Categorical Exclusion:** It is assumed that you will need to update the CE to reflect revisions to the project scope and related impacts or proposed mitigation since it was first submitted and approved. This updated document will be forwarded to the VTrans Project Supervisor for processing by the VTrans Environmental Section.

5. **Right-of-Way Acquisition:** Rights to construct the improvement will be obtained following the process as outlined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Since we will not be able to estimate the magnitude of this work effort until Phase A is complete, we are not including this item in the work scope at this time. At the completion of Phase A, we will generate a proposed scope of work and cost estimate to complete these services.
6. **Abstract of Title:** An abstract of the title is required for all acquisitions. Since we will not be able to estimate the magnitude of this work effort until Phase A is complete, we are not including this item in the work scope at this time. At the completion of Phase A, we will generate a proposed scope of work and cost estimate to complete these services.
7. **Right-of-Way Plans:** ROW plans are required for this project. Since we will not be able to estimate the magnitude of this work effort until Phase A is complete, we are not including this item in the work scope at this time. At the completion of Phase A, we will generate a proposed scope of work and cost estimate to complete these services.
8. **Appraisals/Appraisal Review/Negotiation/Certification Letter:** All of these steps will be completed in a manner consistent with the requirements as outlined in the Local Projects Guidebook. Since we will not be able to estimate the magnitude of this work effort until Phase A is complete, we are not including this item in the work scope at this time. At the completion of Phase A, we will generate a proposed scope of work and cost estimate to complete these services.
9. **Final (85%) Plans:** The project plans and associated documentation will be updated to incorporate changes required by the permitting agencies, the ROW process and the final utility relocations. The Final Plans with an updated list of items, quantities, a cost estimate and a Quality Control and Quality Assurance (QA/QC) plan will be submitted to the MPM and VTrans Project Supervisor for review and concurrence. Any requested revisions will be incorporated.
10. **Municipal Certifications:** The MPM will complete submittal of all required certifications to VTrans including but not limited to ROW and Utility as well as statements of compliance with applicable local, state and federal regulations, permits, agreements and clearances.
11. **Contract Plans (100%):** These plans will incorporate all comments received on the 85% plans. In addition, contract specifications, special provisions and the final estimate (PS&E) will be completed and submitted to the MPM and VTrans Project Supervisor.

PHASE C-CONSTRUCTION SERVICES WORK TASKS

1. **Plans, Specifications and Estimate (PS&E):** These materials are a product of the design process.
2. **Procurement Procedures for Construction Services:** After VTrans issues written approval of the PS&E and notice to proceed, the Municipality will proceed with the procurement of construction services in a manner consistent with the Local Project Guidebook.
3. **Invitation for Bids:** Municipality, MPM and their design engineer will put together the Invitation for Bids (IFB). The IFB Checklist will be used to ensure that all materials are in place before the invitation is issued. The Bid Packages will be sent to the MPM.
4. **Bid Opening/Bid Analysis/Authorization to Award Contract:** Hold a bid opening, perform bid analysis and assemble a bid summary that lists the names of all the bidders and the amounts of the associated bids. This summary along with a copy of the bid analysis and a written statement by the Municipality that the Municipality intends to award the contract to a specific contractor, with a

concurrence line, will be forwarded to the VTrans Project Manager for review and concurrence. Upon receiving concurrence, the Municipality will be authorized to enter a contract with the low bidder.

5. **Preconstruction Conference:** Design Engineer will send a representative to this meeting that will be chaired by the Construction Resident Engineer.
6. **Oversight by Municipality:** If it is anticipated that the construction cost will exceed \$250,000, the Municipality will be responsible for providing project oversight, most likely through the use of a consultant utilizing standard Procurement Procedures. The Design Engineer will remain available to provide design engineering services which may include shop drawing review, addressing field changes and attending the final inspection.

Appendix D
Example Bike/Ped Scoping Study RFP & SOW

"City/Town Name"
"Municipal Address"
(802) "Municipal phone number"

**Request for Proposal
Bicycle and Pedestrian Scoping Study**

Contact: "Local contact name and title"

Date of Issue: Month, 20XX

Deadline: 5:00 P.M., Month, 20XX *(We recommend allowing a minimum of 3 weeks from date of issue)*

I. INTRODUCTION

The "CITY/TOWN OF...." has received funding through the "INSERT FUNDING SOURCE AND PROGRAM NAME" to plan for and identify issues with construction of a sidewalk/bicycle facility in XXX village. The Town is seeking assistance from qualified firms to provide planning services to identify issues associated with possible construction of a sidewalk/multi-use path. Description of standards, tasks and products is detailed below.

In this section, include a project description(include map if available) and general scope of work, what the overall project goals are and any other specific local information that will help the consultants understand what is involved.

II. SCOPE OF WORK

In general, the scope of this project will consist of a planning process that identifies the needs of pedestrians and/or bicyclists within a defined area taking into consideration the existing conditions. The outcome of the process will be:

- ⇒ An identification and prioritization of improvements
- ⇒ A public involvement process to ensure local input and support of projects
- ⇒ An assessment of historic, archaeological and environmental constraints
- ⇒ Clear, written documentation of project issues and overall feasibility
- ⇒ A complete preliminary cost estimate for further engineering, project administration and construction

The draft and final reports will include the elements of the recommended outline included as Attachment A
THIS SECTION WILL BE MODIFIED TO MEET THE NEEDS OF EACH CITY/TOWN

The following tasks are a suggested format for municipalities to use in their RFP. Municipalities are encouraged to modify the scope of services to ensure that the consultant work meets local needs and project specifics. However, the scope should contain similar elements and must include three (3) public meetings and the production of draft and final reports.

A.) Project Kickoff Meeting

Meet with Town and State officials (VTrans Bicycle and Pedestrian program staff or Transportation Enhancements Coordinator or Safe Routes to School Coordinator) and a local project steering committee (if applicable) to develop a clear understanding of the project goals, objectives, timelines and deliverables.

B.) Compile Base Map/Document Existing Conditions

Compile a base map using available mapping including VT Digital Orthophotos, digital parcel maps for the Town (if available) and other natural resource-based GIS data available from the RPC or the Vermont Center for Geographic Information (VCGI). The compiled information must be displayed in an ArcView-compatible format. Display of typical sections and other engineering type drawings may be done with software other than ArcView. Existing conditions to be noted include presence of existing pedestrian/bike facilities, roadway widths, subsurface drainage and any other items the consultant feels are appropriate. Additional items to be mapped may include: natural resource constraints, utilities, historic and archaeological constraints, etc. Additionally, the consultant will collect traffic information such as the Average Daily Traffic, pedestrian and bicycle counts and available crash data. The consultant may elect to undertake a topographic survey to more accurately map roadway widths, location of existing buildings, drainage facilities and any other features that may be critical to the design of the project.

C.) Local Concerns Meeting

The consultant will organize and moderate a local concerns meeting with Town representatives and State officials including the District Transportation Administrator (when applicable) and the public to develop a clear understanding of the project goals, objectives and concerns. This meeting may be an opportunity to discuss any future maintenance issues or concerns with the proposed project. As an outcome of the local concerns meeting and the project kickoff meeting, the consultant will develop a Project Purpose and Need Statement for proposed improvements. The consultant will generate this statement based on local input and an understanding of existing conditions. Items that may be discussed (especially for shared use paths) are what different user groups are anticipated/desired (e.g. bicyclists, roller-bladers, snowmobiles in winter, etc.) and what surface type is desired.

D.) Identify Land Use Context

The consultant will identify the existing and proposed land uses in the project area as well as the overall context of the area where the project is proposed (e.g. rural, suburban, village area, etc.) Based on existing land use patterns and potential connections to planned or existing pedestrian and/or bicycle facilities, the consultant will document predicted and existing pedestrian/bicycle travel patterns to gain an understanding of the best location for new sidewalks/bike facilities.

E.) Develop Conceptual Alternatives

In cooperation with the Town staff the consultant will be responsible for identifying potential alternatives for the proposed bicycle and/or pedestrian facilities utilizing the information compiled for the base plan, and site visit(s). Conceptual alternatives should also include roadway crossing needs. If a shared use path paralleling a road is proposed, the alternative of providing on-road accommodation for bicyclists should be discussed. If a proposed alignment includes off road (shared use path) and on road bike facilities, discuss how these transitions will be made. The consultant will also review the proposed alternatives to ensure that they meet the Americans with Disabilities Act Accessibility Guidelines and other applicable State and Federal requirements. If the proposed improvement covers a large distance and will likely be implemented in phases, the consultant shall make suggestions about how to break up

the project into logical segments. The consultant will develop typical sections for the different alternatives that show basic dimensions and, if applicable, where the facility is located within existing road rights of way and in relation to travel lanes, shoulders, existing building faces and other features.

Note that if proposed alternatives lie within State of Vermont rights-of-way, coordination with various sections of VTrans must take place. At a minimum, the District Transportation Administrator and the Utilities section (provide permits for work in State ROW) should be involved. Other possible sections are Traffic Operations (crosswalks, signs, traffic signal warrants), Structures (bridges and culverts) and Traffic Research (changes in lane configurations or turning lanes).

F.) Identify Right-of-way Issues

Compile roadway right-of-way and abutting property ownership information along the proposed alignment of the project. This information should identify public/private ownership and any existing easements or restrictions (e.g. Act 250 permits) on affected property. Map right-of-way information on the same base mapping as the existing conditions – Task B). If the project is located along a state highway and will cross existing commercial or residential driveways that are excessive in width, a discussion should be included of the impacts of modifying the driveway to meet current standards (access management).

G.) Identify Utility Conflicts

Identify and discuss all public and private underground and overhead utilities (water, sewer, fiberoptics, electric, TV, cable, phone) in the project area. Include a preliminary assessment of whether any relocations will be required. Will the relocations occur outside of the existing Rights of Way? For underground utilities, an assessment should be made of whether they will be impacted by construction of the proposed improvements. The assessment should include identification of owners of potentially impacted utilities.

H.) Identify Natural and Cultural Resource Constraints and Permitting Requirements

Review natural and cultural resource issues including wetlands, surface waters, flora/fauna, endangered species, storm water, hazardous material sites, forest land, historic, archaeological and architectural resources, 4(f) and 6(f) public lands, and agricultural lands. Identify potential impacts on these resources and permitting requirements, including the potential for review under Act 250. When possible, documentation from appropriate state and federal agencies (e.g. Agency of Natural Resources, Department of Fish and Wildlife, Corps of Engineers) should be included to summarize the extent to which resources may or may not be impacted. The consultant will identify any permits that will likely be needed for the project.

Improvements for bicyclists and pedestrians are likely to increase impervious surface area. Especially where a closed, subsurface drainage system is proposed (new or addition to existing), an estimate of new, redeveloped and existing contributing surface areas should be included as well as an assessment of what will be required to obtain a stormwater discharge permit. An estimate of the area of disturbance that will result from the project should be included to assess the extent of mitigation that will be required under the National Pollutant Discharge Elimination System (erosion prevention and sediment control) permit.

Historic and Archaeological resources will be reviewed by qualified experts in those fields to determine potential impacts to those resources. For the Historic resources, the correct level of study for above-ground resources would be a reconnaissance-level survey. For Archaeology, the correct level of effort is an "Archaeological Resources Assessment" which involves no excavations, but is to determine where and how much of a proposed project area has "archaeologically sensitive" land.

I.) Alternatives Presentation

All of the proposed alternatives (including a mandatory “no build” alternative) will be evaluated in an alternatives matrix. The matrix will include resource impacts, right of way impacts, utility impacts, ability to meet the project purpose and need, estimated cost and any other factors that will help the community evaluate the alternatives being considered. Taking into consideration previously gathered information, conduct a public informational meeting to present all the different alternatives that have been considered. The outcome of this meeting should be an alternative selected by the community for further development.

J.) Develop Preliminary Cost Estimates

The consultant will develop preliminary cost estimates for further planning, design, construction and maintenance cost of the project. Cost estimates shall include preliminary bid item quantities. Per foot or lump sum costs will not be an acceptable substitute. The estimates should be based on the assumption that the project will be constructed using a combination of Federal and local funding and will be managed by the local community. The cost estimates should include amounts for construction, engineering, municipal project management and construction inspection. If the project is to be completed in phases, cost estimates for each phase shall be provided.

K.) Project Time Line

The consultant will provide a project development timeline that takes the project through the design, permitting and construction phases assuming the use of a combination of Federal and local funding. If necessary, the consultant will develop a project phasing plan for construction of the project over a multi-year period.

L.) Report Production

Using information gathered from the activities outlined above and from the meetings with the Town, submit draft and final feasibility reports outlining the findings of the study (see Standards and Deliverables for number required). A public informational meeting will be held to review the draft report before completion of the final report. The consultant shall follow the report format shown in Attachment A and is expected to include all of the elements listed in the outline. It is expected that the local legislative body will endorse or decline the proposed project at this meeting.

III. STANDARDS AND DELIVERABLES

- A.) All documents should be provided in both hard copy (paper) and digital format. ***SPECIFY TOWN PREFERENCE FOR FORMAT – VTRANS USES MS WORD*** All copies of draft and final reports shall be printed on both sides (i.e. double-sided).
- B.) All data, databases, reports, programs and materials, in digital and hard copy format created under this project shall be transferred to the Town/City or RPC upon completion of the project and become the joint property of the Town/City or RPC and the State of Vermont when applicable.
- C.) The consultant will provide six (6) ***THIS MAY VARY, BUT IS A MINIMUM*** COPIES of the draft and final reports. Reports must be submitted a minimum of one full week prior to meetings at which they will be discussed. One hard copy of both the draft and final reports shall be sent to the VTrans project manager and the Town.

IV. RESPONSE FORMAT

Responses to this RFP should consist of the following:

A.) A technical proposal consisting of:

1. A cover letter expressing the firm's interest in working with the **Town/City** including identification of the principal individuals that will provide the requested services.
2. A description of the general approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
3. A scope of work that includes detailed steps to be taken, including any products or deliverables resulting from each task.
4. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.
5. A proposed schedule that indicates project milestones and overall time for completion.
6. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list.
7. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.
8. A representative work sample similar to the type of work being requested.

Please note that Items 1 – 5 should be limited to a total of 15 pages. Resumes, professional qualifications and work samples are not included in this total.

B.) A cost proposal consisting of a composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

V. CONTRACT PERIOD AND AMOUNT

The committee will select the consultant on or about **"PROPOSAL DUE DATE" ALLOW AT LEAST 2 WEEKS FROM THE DATE THAT THE PROPOSALS ARE DUE** . All work on the project must be completed by **"STUDY COMPLETION DATE" A DATE TO BE DETERMINED BY MUNICIPALITY (NOTE THAT THESE PROJECTS TYPICALLY TAKE 10-14 MONTHS FROM CONSULTANT SELECTION TO FINAL REPORT)**. The maximum limiting amount of this contract will be **"\$XX,XXX - TOTAL AVAILABLE TO CONSULTANT" THIS WOULD BE TOTAL AMOUNT OF PROJECT INCLUDING FEDERAL, STATE AND LOCAL SHARE**

VI. CONSULTANT SELECTION

The consultant selection will be made by a committee that includes **"TOWN/CITY OF"** staff, a representative from the sidewalk/bike path committee, a representative from the RPC/MPO and the VTrans Project Supervisor. The selection committee will review and evaluate all proposals based on the following criteria:

1. Qualifications of the firm and the personnel to be assigned to this project. (10 Pts.)
2. Experience of the consultant personnel working together as a team to complete similar projects. (15 Pts.)
3. Demonstration of overall project understanding and insights into local conditions and potential issues. (25 Pts.)
4. Clarity of the proposal and creativity/thoroughness in addressing the scope of work. (30 Pts.)
5. Submission of a complete proposal with all elements required by the RFP (10 Pts.)
6. Quality of representative work sample (10 Pts.)

The selection committee may elect to interview consultants prior to final selection.

VII. CONTRACTING PROCESS

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont. The registration form may be obtained from the Vermont Secretary of State, 120 State Street, Montpelier, VT 05633-1101. The telephone number is (802) 828-2363. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

The Consultant must have a current Vermont Agency of Transportation Form AF38 on file with VTrans prior to signing a contract. The AF38 form should be completed at a level commensurate with the anticipated magnitude of proposed work. The AF38 form and any financial information should be submitted directly to VTrans Audit Section. This information will be kept confidential on file in the Audit Section. Please note in the SOQ if this information is currently on file with VTrans. Form AF38 can be found on the VTrans website: (www.aot.state.vt.us/conadmin/relateddocs.htm).

The Consultant's attention is directed to the VTrans' Disadvantaged Business Enterprise (DBE) Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of DBEs for the work covered in the RFP. It is expected that all consultants will make good faith efforts to solicit DBE sub-consultants.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the "Specifications for Contractor Services" located in the VTrans Local Projects Guidebook (Appendix E). The certificate of insurance coverage shall be documented on forms acceptable to the Town. The Local Projects Guidebook may be found online on the VTrans website. The contract between the **Town** and the Consultant shall also make general reference to those provisions or attach them to the contract.

If the award of the contract aggrieves any firms, they may appeal in writing to the **Town of XXX Selectboard, ADDRESS**. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the **Town Selectboard** is final.

VIII. SUBMISSIONS

Consultants interested in this project should submit **four (4) copies THIS WILL DEPEND ON THE SIZE OF THE SELECTION COMMITTEE** of their proposal to:

"TOWN CONTACT NAME AND MAILING ADDRESS"

Technical and cost proposals must be submitted in separate, sealed envelopes or packages with the following information clearly printed on the outside

Name and address of prime consultant
Due date and time
Envelope contents (technical or cost proposal)
Project name

Proposals should be double-sided and use recycled paper, if possible. Twin pocket portfolios or other simple, re-usable binding method is recommended.

Questions about the project should be directed to "**TOWN CONTACT NAME**" at the above address or at:

Telephone: (802) "**CONTACT PHONE NUMBER**"
FAX: (802) "**CONTACT FAX NUMBER**"
E-mail: "**CONTACT EMAIL ADDRESS**"

All proposals must be received by the Town no later than 5:00 PM on "**PROPOSAL DUE DATE**" **ALLOW MINIMUM OF 3 WEEKS FROM ISSUE DATE**. Proposals and/or modifications received after this time will not be accepted or reviewed. No facsimile-machine produced proposals will be accepted.

All proposals upon submission become the property of **THE TOWN**. The expense of preparing and submitting a proposal is the sole responsibility of the consultant. The **TOWN** reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of **TOWN**. This solicitation in no way obligates the **TOWN** to award a contract.

**Attachment A:
Recommended Outline for a Bicycle and Pedestrian Scoping Study**

- I. PURPOSE AND NEED OF THE PROJECT – identify goals and objectives, provide description of existing conditions (how do they hinder the goals?)
- II. PROJECT AREA AND EXISTING CONDITIONS – identify the project area, existing conditions and proposed location of facilities. What other locations were considered? What origins and destinations are served by the proposed facility?
- III. RIGHT OF WAY – identify Town or State Highway right of way (if project parallels a highway) and abutting property owners and assess their level of interest in the project if their property is likely to be impacted.
- IV. UTILITY IMPACTS – What existing underground and/or overhead utilities are in the project area? How will they be impacted by the proposed project? Will they need to be relocated outside the existing right of way?
- V. NATURAL AND CULTURAL RESOURCES – identify constraints and possible design solutions and necessary permits. Include resource maps indicating identified resources and the relationship to the preferred alternative. Develop a resource impact matrix for inclusion in the final report.
 - A. Natural Resources
 1. Wetlands
 2. Lakes/Ponds/Streams/Rivers (stormwater discharge and erosion/sediment control implications)
 3. Floodplains
 4. Endangered Species
 5. Flora/Fauna
 6. Stormwater
 7. Hazardous Wastes
 8. Forest Land
 - B. Cultural Resources
 1. Historic
 2. Archaeological
 3. Architectural
 4. Public Lands
 5. Agricultural Lands
- VI. PRELIMINARY PROJECT COST ESTIMATE – including preliminary engineering, right of way acquisition, construction, project management and construction inspection costs.
- VII. MAINTENANCE - Discuss anticipated maintenance needs of the proposed project, including how snow removal is likely to be addressed.
- VIII. PUBLIC INVOLVEMENT – Document the extent to which the public supports the project and identify any potential problems.

- IX. COMPATIBILITY WITH PLANNING EFFORTS – Indicate how the proposed improvement is compatible with relevant local Town plans, and regional Transportation or Bike/Ped (if available) plans.
- X. PROJECT TIME LINE – given the nature of the project what is your best estimate of the time it will take to scope, design and construct the project (or initial phase of the project).
- XI. VIABILITY – why should VTrans or other funding sources consider this project proposal? Is the project responsive to a community need and is the public good served by spending local, state and federal dollars on this alignment? Are there other considerations that should be made before this project is advanced?

Appendix E
SPECIFICATIONS FOR CONTRACTOR (CONSULTANT) SERVICES

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**

June 2014

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.

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.

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.

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.

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.

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.

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.

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 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://www.aot.state.vt.us/CivilRights/DBE.htm>.

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

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

- (b) Proprietary Rights: 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.

- (c) 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.

- (d) **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.

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.

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.

- (e) **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.
- (f) **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 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 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.

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 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 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.

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 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.

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.
 - 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.
- (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 REQUIRMENTS

9.01 – AUDIT REQUIREMENTS. All Contractors and subcontractors shall have on file with the VTrans Audit Section a current AF 38 Form and related documentation appropriate for the type and size of contract with the Municipality under this agreement. (See below for a link to the AF 38 Form on the VTrans website).

9.02 – INDIRECT COST CERTIFICATION. All contractors entering into a contract to provide engineering and/or design related services, regardless of amount, must have a current INDIRECT COST CERTIFICATION form on file with the VTrans Audit Section The form is available on the VTrans Contract Administration website, <http://vtranscontracts.vermont.gov> .

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 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.

APPENDIX F
PROJECT COMMITMENTS FORM

**Vermont Agency of Transportation
Municipal Assistance Bureau
Grant Recipient
Project Commitments Form (PCF)**

Grant recipient (Grantee): _____

Project Name: _____

By signing at the bottom of this document, the Grantee agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the procurement process for contracted services (i.e. project management and/or engineering.) If both of these services will be procured, the RFP/RFQ for design services must be advertised within one month of the selection of the Local Project Manager (LPM).
4. The grantee shall obtain a detailed proposed schedule from the design consultant, which indicates the time duration for key steps which advance the project to contract plans and bid documents within 1 month of the design contract being executed. Municipal Assistance Bureau staff members will review and verify that adequate timeframes are included for VTrans reviews and required project milestones. We agree to work with VTrans to develop a mutually-agreeable initial baseline project schedule, against which project progress will be evaluated.
5. We will submit reports at least quarterly that detail project progress, as compared to the baseline schedule. We will notify the VTrans project supervisor of any proposed changes to the baseline schedule in a timely manner. These will be discussed and reviewed. Impacts to key milestones resulting from an approved schedule change will be identified and discussed.
6. Project invoices requesting reimbursement for eligible expenses will be submitted at least quarterly, but may be submitted monthly.
7. We understand that a copy of this PCF will be appended to the grant agreement.

Authorized municipal official (Name and Signature)

Date

Appendix G
Donations Eligibility for Credit Against Match Chart

DONATIONS
ELIGIBILITY FOR CREDIT AGAINST MATCH

<u>Types of Donations</u>	<u>Eligibility</u>	<u>Conditions</u>	<u>Reference Comments</u>
<u>Real Property (ROW)</u>	Private – Yes	<ul style="list-style-type: none"> • Determination of fair market value (excluding any changes caused by project) • Incorporated into project • Lawfully obtained in accordance w/ the Uniform Act – 49 CFR Part 24 (if specifically acquired for the project) • Donation does not influence environmental assessment 	23 USC 323 (a) Property may be donated at any time during project development
	State – Yes	<ul style="list-style-type: none"> • Determination of fair market value (excluding any changes caused by project) • Incorporated into project • Lawfully obtained in accordance w/ the Uniform Act – 49 CFR Part 24 (if specifically acquired for the project) • Donation does not influence environmental assessment 	23 CFR 710.507 23 CFR 710.507(c) – noted exemptions Property may be donated at any time during project development
	Local Gov. - Yes	<ul style="list-style-type: none"> • Determination of fair market value (excluding any changes caused by project) • Incorporated into project • Lawfully obtained in accordance w/ the Uniform Act – 49 CFR Part 24 (if specifically acquired for the project) • Donation does not influence environmental assessment 	23 CFR 710.507 23 CFR 710.507(c) – noted exemptions Property may be donated at any time during project development
<u>Funds</u>	Private – Yes		23 USC 323 (c)
	State – Yes		23 USC 323 (c)
	Local Gov. – Yes		23 USC 323 (c)

	Federal – Yes	<ul style="list-style-type: none"> • Federal Land Management Agencies <ul style="list-style-type: none"> ➤ National Forest Service ➤ National Park Service ➤ National Fish & Wildlife ➤ US Army Corps 	Refer to 23 USC 120(k)
		<ul style="list-style-type: none"> • Federal Lands Highway Funds (access to or within Federal or Indian lands) 	Refer to 23 USC 120(l)
		<ul style="list-style-type: none"> • Other Federal funds authorized by law 	
<u>Materials</u>	Private – Yes	<ul style="list-style-type: none"> • Market value determined prior to FHWA construction authorization • Needed for project 	23 USC 323 (c)
	State – No		23 USC 323 (c)
	Local Gov. – Yes	<ul style="list-style-type: none"> • Market value determined prior to FHWA construction authorization • Needed for project 	23 USC 323 (c)
<u>Services/ Equipment</u>	Private – Yes	<ul style="list-style-type: none"> • Grantee must document • Value determined prior to project authorization • Needed for project 	23 USC 323 (c)
	State - No		23 USC 323 (c)
	Local Gov. - Yes	<ul style="list-style-type: none"> • Grantee must document • Value determined prior to project authorization • Needed for project 	23 USC 323 (c)

References: 23 USC 323, 23 USC 120 & 23 USC 133 (all references are “as amended”).

REVISED: August 28, 2006

Appendix H
Sample Agreement with Design Consultant

**EXAMPLE CONTRACT AGREEMENT
WITH DESIGN CONSULTANT**

Municipality of _____
Agreement for Consultant Engineering Services With

THIS AGREEMENT is made this _____ day of _____, 20__ , by and between the municipality of _____, hereinafter referred to as the MUNICIPALITY and _____, a Vermont corporation, with its principal place of business at _____, hereinafter referred to as the CONSULTANT.

The MUNICIPALITY wishes to employ the CONSULTANT for the purpose of providing services to conduct engineering investigations, develop construction plans, specifications, and estimates, and provide design engineering services during the construction phase for the (project description).

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 Request for Proposal / Qualifications and Scope of Services dated _____, Attachment A, the CONSULTANT's Technical and Cost Proposal dated _____, Attachment B, and the "Specifications for Contractor Services" dated 20__ (See Local Projects Guidebook); all of which are incorporated herein and made a part of this Agreement.

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

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before:

3. THE AGREEMENT FEE

A. General. The MUNICIPALITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the (actual cost, firm fixed price, labor hour, etc.) to the CONSULTANT in accordance with the proposed (rates, etc.) as stated in Attachment B.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ [AMOUNT].

4. PAYMENT PROCEDURES

Invoices shall be submitted to the (VTrans Project Manager at specific address). One original and two copies are required.

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

CONSULTANT NAME

ADDRESS

By: _____

Title: _____

MUNICIPALITY NAME

By: _____

Title: _____

Date: _____

Appendix I
Example Evaluation Matrix

EVALUATION MATRIX

Category		Do Nothing	Treatments on Existing Alignments (Alt. Y)		Treatments on New Alignment	
			Replacement	Rehabilitation	Alt. X	Alt. Y
Cost	Roadway		\$580,000	\$580,000	\$710,000	\$680,000
	Structure		\$1,490,000	\$2,700,000	\$2,007,000	\$2,724,000
	Detour		\$195,000	\$195,000	\$0	\$0
	Traffic & Safety		\$50,000	\$50,000	\$50,000	\$50,000
	Total	0	\$2,315,000	\$3,525,000	\$2,767,000	\$3,454,000
Engineering	Typical Section	Insufficient	1.5-3.3-3.3-1.5	1.5-3.3-3.3-1.5	1.5-3.3-3.3-1.5	1.5-3.3-3.3-1.5
	Align. Change	0	0	0	52	40
	Bicycle Access	Travel Lane	Shoulder	Shoulder	Shoulder	Shoulder
	Hydraulic Performance	Sufficient	Better	Sufficient	Sufficient	Sufficient
	Utilities	No Impact	Aerial	Aerial	Aerial	Aerial
Impacts	Ag. Lands	None	5400 m5	5400 m5	-7500 m5	4500 m5
	Archaeological	None	400 m5	400 m5	1300 m5	50 m5
	Historic	None	Adverse	No Adverse	No Adverse	No Adverse
	Hazardous Materials	None	0	0	0	0
	Floodplains	None	2050 m5	2050 m5	1400 m5	4800 m5
	Fish & Wildlife	None	Minimal	Minimal	Moderate	Moderate
	Rare, Threatened & Endangered Species	None	None	None	None	None
	Public Lands – Sect. 4(f)	None	0	0	0	0
	LWCP – Sect. 6(f)	None	0	0	0	0
	Noise	None	No Change	No Change	No Change	No Change
	Wetlands	None	1500 m5	1500 m5	1550 m5	2250 m5
	Local & Regional Issues	Concerns	Bridge Failure	No Concerns	Sight Distance	Maint. of Exist. Br.
Aesthetics		Unchanged	Minimal	Minimal	Negative	Negative
Community Character		Unchanged	Relatively Unchanged	Relatively Unchanged	Negative	Negative
Economic Impacts		Possible	None	None	Maint. of Exist. Br.	Maint. of Exist. Br.
Conformance to Reg. Transportation Plan		No	Yes	Yes	Yes	Yes
Satisfies Purpose & Need		No	Yes	Yes	Yes	Yes
Permits	ACT 250	No	28,550 m5 (no)	28,550 m5 (no)	34,850 m5 (no)	32,800 m5 (no)
	401 Water Quality	No	Yes	Yes	Yes	Yes
	404 COE Permit	No	Yes	Yes	Yes	Yes
	Stream Alteration	No	Yes	Yes	Yes	Yes
	State Wetland Permit	No	Yes	Yes	Yes	Yes
	Storm Water Discharge	No	No	No	No	No
	Lakes & Ponds	No	No	No	No	No
	T & E Species	No	No	No	No	No
	SHPO	No	Yes	Yes	Yes	Yes
Other						

Appendix J
NOT USE

Appendix K
NOT USED

Appendix L
Utility Relocation Supplemental Agreement

TOWN/CITY OF _____
UTILITY SUPPLEMENTARY AGREEMENT # _____

OWNER: _____
PROJECT NUMBER: _____
EXPENDITURE ACCOUNT/SUBJOB NO.: _____
CONTRACT NUMBER: _____

UTILITY SUPPLEMENTARY AGREEMENT #__ TO AGREEMENT DATED
_____ BETWEEN _____ AND
MUNICIPALITY.

PROJECT: _____

THE FOLLOWING REVISION FROM THAT SHOWN ON THE UTILITY AGREEMENT
IS RECOMMENDED.

REVISION: _____

REASON FOR REVISION: _____

OWNER: _____

MUNICIPALITY

QUANTITY & COST AS PER AGREEMENT

QUANTITY & COST AS PER PROPOSED REVISION

ADDITIONAL COST OR SAVINGS IN COST

REVISION AND REASON FOR REVISION
RECOMMENDED FOR APPROVAL:

MUNICIPAL PROJECT MANAGER

DATED _____ 20__

This agreement shall be binding upon the successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same this ____ day of _____, 20__, the MUNICIPALIT, by its Duly Authorized Agent, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

MUNICIPALITY:

BY: _____
(AUTHORIZED AGENT)

(TITLE)

IN WITNESS WHEREOF:

OWNER:

BY: _____
(AUTHORIZED AGENT)

(TITLE)

Appendix M
Utility Relocation Agreement A

AGREEMENT A
(reimbursable relocation work)

TOWN/CITY OF _____
UTILITY RELOCATION AGREEMENT

OWNER: _____
PROJECT NUMBER: _____
EXPENDITURE ACCOUNT/SUBJOB NO.: _____
CONTRACT NUMBER: _____

THIS AGREEMENT, made and concluded by and between the TOWN/CITY of _____, hereinafter referred to as the MUNICIPALITY, and _____, duly organized and existing in the State of Vermont with its principal place of business at _____ hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the MUNICIPALITY has developed a transportation project identified as _____ which shall provide certain improvements on _____ in the city/town(s) of _____; and

WHEREAS, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said improvements and does not include work solely benefiting the OWNER, its contractor, or the construction contractor; and

WHEREAS, 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 Title 23, Code of Federal Regulations ("CFR") Part 645, which are incorporated herein by reference in the same proportion as Federal funds expended on the above captioned project and as follows.

THE MUNICIPALITY AND THE OWNER MUTUALLY AGREE:

Scope of the Work

That the RELOCATION WORK, detailed plans and estimates of which are attached hereto and made a part hereof, consists of:

- a. Preliminary engineering and associated costs described as follows:

- b. Right-of-way acquisition (easements, rights of entry, etc.), described as follows:

- c. Construction work to be accomplished by the OWNER described as follows:

- d. Construction work to be accomplished for the OWNER by the MUNICIPALITY acting through its prime contractor, described as follows:

- e. Quality control and on-the-job inspection of the work described in paragraph (d) above, by the OWNER or a representative employed by the OWNER:

Payment

a. State and/or Federal funds will participate, at the pro rata share applicable, for costs for the RELOCATION WORK in accordance with 23 C.F.R. 645.107, in that ...

1. the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain.

2. the utility occupies privately or publicly owned land, including public road or street right-of-way, and the MUNICIPALITY certifies that the payment by the MUNICIPALITY is made pursuant to a law authorizing such payment.

3. the utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency or political subdivision of the State, and is not required by law or agreement to move at its own expense, and the MUNICIPALITY certifies that the MUNICIPALITY has the legal authority or obligation to make such payments.

- b. Cost components of the estimates, noted in Scope of Work, are allocated and itemized:

	OWNER'S COST	MUNICIPALITY'S COST	TOTAL COST
PRELIMINARY ENGINEERING			
RIGHT-OF-WAY			
CONSTRUCTION WORK BY OWNER			
CONSTRUCTION WORK BY MUNICIPALITY			
QUALITY CONTROL			
TOTALS			

c. The (MUNICIPALITY) (OWNER) will reimburse the (MUNICIPALITY) (OWNER) for actual cost in accordance with Title 23, Code of Federal Regulations, Chapter 1, Part 645.117. Cost estimated to be \$_____.

d. Cost sharing summarized above reflects credit due the MUNICIPALITY for betterment afforded by the RELOCATION WORK, calculated in accordance with 23 C.F.R. 645.117(h) in the estimated amount of \$_____.

e. Reimbursement for any of the above estimated amounts, which are based on actual costs of the work, shall be ____ percent of the actual direct and related indirect costs. The basis for arriving at this percentage is attached hereto.

f. Progress payments to the OWNER by the MUNICIPALITY may be authorized.

g. Increases in the scope and cost of the RELOCATION WORK shall be authorized by a supplemental agreement initiated by the OWNER by submitting to the MUNICIPALITY, in writing, an itemized estimate and justification of the additional costs claimed.

Effective Dates

The following dates shall be authorized dates for charges of the RELOCATION WORK. Costs and expenses incurred prior to these dates are not eligible for reimbursement.

- a. Preliminary engineering and right-of-way investigation was authorized as of _____.
- b. Right-of-Way acquisition was authorized as of _____.
- c. Following execution of this agreement, the MUNICIPALITY will establish a date, in writing, after which the OWNER will be authorized to incur construction, quality control and inspection costs. If not otherwise determined, the effective date shall be the date of execution of this agreement.

Termination

That upon completion of the RELOCATION WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate. Upon termination of the agreement, the relationship between the MUNICIPALITY and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable Local, State and Federal laws and regulations governing the operation of utility facilities within public highways.

THE MUNICIPALITY AGREES:

That, acting through its prime contractor, it shall perform the RELOCATION WORK described in the "Scope of Work" section (d) in accordance with the plans and specifications.

That it shall require the construction project to be prosecuted at all times with reasonable care in accordance with the Standard Specifications for Construction, as modified by such special provisions as may be attached to the construction contract.

That the OWNER and its agents shall be granted access within the limits of the construction projects at all times during the life of the project for the purpose of operating, maintaining, relocating or reconstructing its facilities.

That the OWNER shall be notified at least twenty-four (24) hours in advance of a planned interruption to the normal usage of the OWNER's facilities.

THE OWNER AGREES:

That the plans for the RELOCATION WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations and that the OWNER is solely responsible for the operation and maintenance of utility plant covered by or completed under this agreement in conformity with such standards.

To purchase all necessary rights-of-way and easements as are required to accommodate the RELOCATION WORK, and to secure such permits and approvals as are required.

To accomplish all RELOCATION WORK described in the "Scope of Work" section (c), furnishing all labor, materials and equipment necessary to complete the work.

To provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the "SCOPE OF WORK", at no cost to the MUNICIPALITY, and to save the MUNICIPALITY free and harmless from any responsibility therefore, except where the MUNICIPALITY shall disregard written exceptions filed with the MUNICIPALITY by the inspector for the OWNER.

To cooperate with other utility companies, the MUNICIPALITY, and contractors employed by the MUNICIPALITY, and to carry out its activities in such a way as not to obstruct or delay other work being performed within the project area.

To abide by the applicable provisions of Attachment #1 "*Construction Conditions*" which is attached hereto and made a part hereof.

To notify the MUNICIPALITY of any substantial changes in the scope or character of the RELOCATION WORK when those costs associated with the change increase the total project cost by more than ten (10) percent of the original estimate. This notification should be made as soon as the need for such change becomes apparent.

To notify the MUNICIPALITY at least twenty-four (24) hours in advance of beginning or resuming RELOCATION WORK for which reimbursement will be claimed.

To submit to the MUNICIPALITY, upon request, weekly progress reports of labor, materials and equipment used in the RELOCATION WORK.

To maintain in good and safe condition its plant and facilities located within the project limits and to repair any property damage resulting from such maintenance to the satisfaction of the MUNICIPALITY.

To accept facilities constructed in the RELOCATION WORK described in paragraph (d) immediately upon completion and demonstrated capability of the system to function as intended.

To accumulate all actual direct and related indirect costs by means of special work orders or job orders in accordance with the accounting procedures used in its regular work.

To include in any progress or final billing to the MUNICIPALITY receipted bills from third parties where applicable and a detailed statement of labor, materials, equipment and incidental expenses incurred in the RELOCATION WORK during the billing period. The MUNICIPALITY will send reimbursements directly to OWNER at:

To submit final billing for reimbursement to the MUNICIPALITY within 120 days after completion of the work, such billing to contain the information required by 23 C.F.R. 645.117(i).

To allow authorized representatives of the MUNICIPALITY, the State of Vermont and the Federal Highway Administration (FHWA) to audit its utility cost records as may be required in determining reimbursement, including investigation of all records and any stipulation made by the OWNER as to the derivation of betterment and expired service life, if any, and to retain such records for a minimum of three (3) years after final payment has been received.

This agreement shall be binding upon the successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same this ____ day of _____, 20__, the MUNICIPALITY, by its Duly Authorized Agent, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

MUNICIPALITY:

BY: _____

(AUTHORIZED AGENT)

(TITLE)

IN WITNESS WHEREOF:

OWNER:

BY: _____

(AUTHORIZED AGENT)

(TITLE)

Attachment #1

CONSTRUCTION CONDITIONS

1. All communications between the OWNER, contractors, and any other parties having an interest in the construction contract shall be via the MUNICIPALITY's representative on the project.

2. BUY AMERICA PROVISIONS

Buy America provisions, in accordance with Title 23, United States Code, Section 313 and Title 23, Code of Federal Regulations, Section 635.410 apply to the RELOCATION WORK covered by this Utility Relocation Agreement. All steel and iron products permanently incorporated into Federal-Aid projects shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material in a product (i.e., smelting and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extending, machining, bending, grinding, drilling and coating. Buy America requirements of Titles 23, Code of Federal Regulations, Section 635.410 are applicable to all Federal-Aid construction projects. The OWNER shall provide the UTILITIES & PERMITS UNIT with a written certification prior to performing any RELOCATION WORK pursuant to this Utility Relocation Agreement, confirming that only domestic steel and/or iron products will be used by OWNER for this project. Documentation Records proving this certification must be maintained by the OWNER for three (3) years after final payment under this agreement is made. This Buy America Certification may be subject to audit and may be used in any proceeding under the False Claims Act, Title 18, United States Code, Section 1020 and Title 23 Code of Federal Regulations, Section 635.119. Further, failure to comply with any Buy America requirements may jeopardize reimbursement of the RELOCATION WORK.

3. All logs, trees, underbrush, slash, etc. resulting from clearing operations associated with relocation work shall be burned or otherwise disposed of by the OWNER or its agents, as directed by the Engineer.

4. Any burning associated with construction activities or maintenance operations performed under this agreement shall not use tires or similar manufactured products as ignition material. The OWNER is responsible for procuring all permits or rights necessary for such disposal.

5. Abandoned, unused or junk materials associated with the Relocation Work shall be disposed of by the OWNER in a manner approved by the MUNICIPALITY, except that abandoned underground facilities shall become the property of the contractor, and may not be acquired by the OWNER or the MUNICIPALITY.

6. Material disturbed by the placement of underground facilities which will ultimately be located beneath the sub-grade shall be compacted as required by the construction contract and in a manner approved by the MUNICIPALITY.

7. Maintenance of utility plants located within operational limited - access highway facilities must be conducted from outside the limited - access facility where it is reasonably possible to do so.

8. Project signing and traffic control shall be in conformance with the MUTCD, Agency of Transportation Standard E-119 and any additional signing or traffic control deemed necessary by the MUNICIPALITY. (MUTCD available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.)

Appendix N
Utility Relocation Agreement B

AGREEMENT B
(non-reimbursable relocation work)

TOWN/CITY OF _____
UTILITY RELOCATION AGREEMENT

OWNER: _____
PROJECT NUMBER: _____
EXPENDITURE ACCOUNT/SUBJOB NO.: _____

THIS AGREEMENT, made and concluded by and between the TOWN/CITY of _____, hereinafter referred to as the MUNICIPALITY, and _____ duly organized and existing in the State of Vermont with its principal place of business at _____ hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the MUNICIPALITY has developed a transportation project identified as _____ which shall provide certain improvements on _____ in the city/town(s) of _____; and

WHEREAS, it is evident that adjustment to, and replacement of the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said improvements.

THE MUNICIPALITY AND THE OWNER MUTUALLY AGREE:

Scope of the Work

That the RELOCATION WORK, detailed plans and estimates of which are attached hereto and made a part hereof, consists of:

- a. Construction work to be accomplished by the OWNER, described as follows:
- b. Construction work to be accomplished for the OWNER by the MUNICIPALITY acting through its prime contractor, described as follows:
- c. Quality control and on-the-job inspection of the work described in paragraph (b) above, by the OWNER or a representative employed by the OWNER, shall be provided to assure the installation meets with the OWNER's approval. However, it should be expressly understood that the OWNER, or its representative, shall at all times work through the MUNICIPALITY and not directly with the MUNICIPALITY's Contractor.

Payment

a. Reimbursement by the OWNER to the MUNICIPALITY will be based on unit bid prices and actual quantities installed. Detailed plans and corresponding estimate of \$ _____ is attached hereto and made a part hereof.

b. Increases or changes in the scope and cost of the RELOCATION WORK shall only be authorized by a Supplementary Agreement, fully executed by the parties to this Agreement. Such Supplementary Agreement shall be supported by a detailed estimate of the cost changes.

Termination

That upon completion of the RELOCATION WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate and become void. Upon termination of the agreement, the relationship between the MUNICIPALITY and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable Local, State and Federal laws and regulations governing the operation of Utility Facilities.

THE MUNICIPALITY AGREES:

That acting through its prime contractor, it shall perform the RELOCATION WORK described in the "Scope of Work" section (b) in accordance with the plans and specifications.

That the OWNER has the right to delete any or all of the proposed RELOCATION WORK and perform the work with its own forces.

That it shall require the construction project to be prosecuted at all times with reasonable care in accordance with the Standard Specifications for Construction, as modified by such special provisions as may be attached to the construction contract.

That the OWNER and its agents shall be granted access within the limits of the construction projects at all times during the life of the project for the purpose of quality control, operating, maintaining, relocating or reconstructing its facilities.

That the OWNER shall be notified at least twenty-four (24) hours in advance of a planned interruption to the normal usage of the OWNER's facilities.

THE OWNER AGREES:

That the plans for the RELOCATION WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations and that the OWNER is solely responsible for the operation and maintenance of utility plant covered by or completed under this agreement in conformity with such standards.

To notify the MUNICIPALITY within three (3) weeks of receipt of bid prices of their intent to delete work from the MUNICIPAL contract. If notification is not made within this time period, the OWNER will accept the actual costs based on bid prices.

To purchase all necessary rights-of-way and easements as are required to accommodate the RELOCATION WORK, and to secure such permits and approvals as are required. Copies of facsimiles of such rights, easements and approvals shall be provided to the MUNICIPALITY for assurance of such instruments to its Contractor.

To provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the "Scope of Work", at no cost to the MUNICIPALITY, and to save the MUNICIPALITY free and harmless from any responsibility therefore, except where the MUNICIPALITY shall disregard written exceptions filed with the MUNICIPALITY by the inspector for the OWNER.

To notify the MUNICIPALITY of any substantial changes in the scope or character of the RELOCATION WORK as soon as the need for such change becomes apparent.

To maintain in good and safe condition its plant and facilities located within the project limits and to repair any property damage resulting from such maintenance to the satisfaction of the MUNICIPALITY.

To accept facilities constructed in the RELOCATION WORK described in the "Scope of Work" section (b) immediately upon completion and demonstrated capability of the system to function as intended.

This agreement shall be binding upon the successors and assigns of the

respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same this ____ day of _____, 20__, the MUNICIPALITY, by its Duly Authorized Agent, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

MUNICIPALITY:

BY: _____
(AUTHORIZED AGENT)

(TITLE)

IN WITNESS WHEREOF:

OWNER:

BY: _____
(AUTHORIZED AGENT)

(TITLE)

Town/City of _____

Project: _____

Item Number	Description	Unit	Quantity	Cost/Unit	Amount
604.42	Change Elevation of Sewer Manholes	EA		\$	\$
629.20	Adjust Elevation of Valve Box	EA		\$	\$
Total Estimated Cost					\$

Appendix O
Utility Relocation Checklist

UTILITY RELOCATION CHECKLIST

Name of Utility Companies: Power: _____
 Telephone: _____
 CTV: _____
 Gas: _____
 Other: _____

Municipally Owned: Water: _____
 Sewer: _____
 Power: _____
 Other: _____

YES NO

- Is utility relocation required?
- Conceptual plans to utility companies – identify existing utilities.
- 60% plans to utility companies – request for relocation routing (2 month response).
- Are relocation routes shown on project plans (prior to meeting with property owners?)
- Is additional right-of-way required to accommodate utility relocation?
- Are utility companies (one representative) required at property owner visits?
- Has utility company representative been notified of:
 - Property owner visits?
 - Necessity Hearing?
- Is there any reimbursable utility relocation?
 If yes, what companies? _____

- Are the agreements prepared with utility companies?
- Are “Utility Special Provisions” written?

Appendix P
Complete Streets Compliance Form

TO: Project File

FROM: Project Manager, Project Manager

DATE: [Click here to enter a date.](#)

SUBJECT: Project Name Project Number - Complete Streets Compliance Form

Act 34 became effective July 1, 2011 and requires that the needs of all transportation users, regardless of their age, ability, or preferred mode of transportation be considered in state and municipal transportation projects and project phases. This project compliance form and attached checklists serve to document that Complete Streets practices and principles were considered and implemented where applicable for the project listed below. This project compliance form (to be completed after preliminary plans) and attached checklists should be completed and retained in the project's design file.

Route: [Click here to enter route](#)

Compliance – If applicable, select all Complete Streets principles and practices that have been incorporated into the project.

- | | |
|--|--|
| <input type="checkbox"/> Sidewalks: installation, repair, ramps, railing, etc. | <input type="checkbox"/> Pavement Improvements: replacement, repair, etc. |
| <input type="checkbox"/> Lighting: street or pedestrian scale. | <input type="checkbox"/> Bike/Shared Use: paths, lanes, etc. |
| <input type="checkbox"/> Signals: pedestrian features. | <input type="checkbox"/> Public Transit: bus stops, bus pullouts, kiosks, etc. |
| <input type="checkbox"/> Streetscaping: benches, bulbouts, landscaping, | <input type="checkbox"/> Other: Click here to enter text. |

Exemption – If applicable, select one.

- The use of the transportation facility by pedestrians, bicyclists or other users is prohibited by law.
- The cost of incorporating complete streets principles is disproportionate to the need or probably use.
- Incorporating complete streets principles is outside the scope of the subject project due to its very nature.

If any of the boxes under “Exemption” are checked please provide a short justification below:

Non-Compliance – If none of the boxes under “Compliance” and “Exemption” are checked please draft and attach justification for not incorporating Complete Streets principles and practices into the project.

Completed: _____
Project Manager

Date: _____

Approved: _____
Program Manager

Date: _____

cc: Project Sponsor

Appendix Q
Condemnation of Land by Towns / Municipalities

COMDEMNATION OF LANDS BY TOWNS/MUNICIPALITIES

There are a number of Sections in Title 19 V.S.A., which apply to condemnation of land for highways. Those listed below are sections which the Assistant Attorney General's office considers paramount. The selectmen and town attorney should refer to these sections for the complete context. The term "Selectmen" includes Aldermen and Village Trustees and the term "Town" includes city or Village.

Section 708 gives the Selectmen authority to alter or lay out highways on their own motion and without a petition from the citizens.

Section 704 and 710 indicate how Selectmen should cause a survey of needed land to be conducted.

Section 35 gives survey parties employed by the Agency or Towns authority to enter on land to conduct a survey.

Section 709 spells out the contents of a Notice of Hearing giving the time limits and the manner of giving notice.

Section 711 sets the time limit after the Hearing within which the Selectmen must make their report and record the same.

Section 712 indicated how the Selectmen offer payment for damages.

Section 713 sets up the time limits for vacating the land for towns.

Section 714 indicates when the possession goes to the town.

Section 715 and 716 indicates how the Selectmen must record and give notice of completion of projects.

If a person objects to the necessity of a project or is dissatisfied with the amount of compensation awarded:

Sections 725 through 733 explain the manner in which arbitration may be used or the aggrieved party may apply to the District Court for appointment of commissioners to appraise the damages.

Sections 740 through 743 explain appeal procedures to the Superior Court as to necessity for taking the land or compensation for damages.

Section 905 makes sidewalks, bicycle paths and footpaths a lawful highway use within the limits of town highways.

In summary, the Selectmen may cause a survey of land needed for a highway, hold a hearing with a thirty-day notice, issue their findings within sixty days after the hearing, and offer their amount of damages. In any case, compensation must be paid or tendered prior to possession. At this point, they may then proceed with construction unless an aggrieved owner has appealed a question of necessity to the Superior Court.

The proceeding information is furnished only as a guide and any town contemplating acquiring land through condemnation should consult an attorney to insure that the proper notice and procedures are followed according to the Statutes.

Appendix R
Right-of-Way Certification Letter

TOWN LETTERHEAD

Project Name: _____

Project Number: _____

Right-of-Way Certification

This is to certify that:

1. As shown on Project Plans filed in the Town Clerk's office on _____, all necessary rights-of-way have been acquired including legal and physical possession, the Town of _____, or its assigns, have the right to enter on all lands and the right-of-way is clear.
2. All acquisition was in accordance with current Federal Highway Administration Directives and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
3. No Acquisition required compliance with the provisions of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Following is a summary of the Project acquisitions:

<u>Parcel Number</u>	<u>Owner(s)</u>	<u>Effective Date</u>	<u>Acquisition Type</u>
----------------------	-----------------	-----------------------	-------------------------

Dated at Town of _____, this _____ day of _____, 20____

TOWN OF _____

By: _____

Its: _____

Appendix S
Design & Utility Clearance Certification

DESIGN CERTIFICATION

Municipal Project Manager's Name / Address

Project: _____

Dear Municipal Project Manager,

The noted projects plans, calculations and notes have been reviewed by our personnel and are substantially free from errors and omissions and are in conformance with the appropriate standards, codes and specifications for design and public safety.

Sincerely,

Signature of Firm Principle (PE Required)

Title

Date

cc: VTrans Project Supervisor

UTILITY CLEARANCE
CERTIFICATION

(Appropriate Letterhead)

Date

Utility Clearance Certification for: (Project Name & Number)

To Project File,

All necessary arrangements have been made for the utility work to be undertaken and completed as required for proper coordination with physical construction schedules, in accordance with 23 C.F.R. 635.309b, with necessary agreements consummated with the appropriate parties concerned.

Utility adjustments are/ are not required by proposed construction plans for the subject project.

Sincerely,

Signature

Title

Date

cc: Municipal Project Manager
VTrans Project Supervisor

Appendix T
Invitation for Bids Checklist

Invitation for Bids Checklist

ITEMS TO BE NOTED AND/ OR INCLUDED	Check	NA
Description and location of project and who is the issuing party		
Identification of municipal contact person for any and all questions		
Submission requirements for determination of responsiveness		
How and where plans and specifications can be obtained and associated cost		
How and when bids will be received and opened		
Explanation of basis of award & requirement of contractor to be on the VTrans Prequalified list under the appropriate category		
Identification of any known start and finish dates		
Reference to and explanation of debarment and non-collusion statements		
Inclusion of all project permits and project clearances (see VTrans – Local Projects Permits and Clearances Checklist)		
Reference to and explanation of Federal Form 1273 (Contract Provisions)		
Reference to and explanation of Executive Order 11246		
Reference to and explanation of Davis-Bacon Act, with wage rate schedule		
Reference to and explanation of Buy America Provisions		
Reference to & explanation of Disadvantaged Business Enterprise – CA 110		
Debarment and Non-Collusion Affidavit (CA 91)		
Minimum Labor and Truck Rates (CA 101)		
Contractor EEO Certification (CA 109)		
Reference to and explanation of Waste Disposal Areas and approvals		
Bid Form detailing the items and quantities to be bid on		
Reference to and explanation of insurance requirements		
Reference to and explanation of any bonding requirements		
Notification of grievance procedures		
Statement RE: estimated quantities and right to reject bids		

ITEMS TO BE NOTED AND/ OR INCLUDED	Check	NA
Reference to Quality Assurance Program and Testing Level		
Materials Record, Certification List and Forms		
Project Specifications, General Special Provisions, Project Special Provisions, Utility Special Provisions		
Engineers Estimate Range as per chart in Section 108.12(c) of VTrans Spec's		
Erosion Prevention & Sediment Control Plans		
Design Certification in project file		
Right of Way Plans		
Prompt Pay Compliance		
No References to Retainage – Use Mobilization/Demobilization Specification		
Work Zone Regulations		
Plan for Contaminated Soils		

Appendix U
Sample Construction Contractor Contract

SAMPLE CONTRACT WITH CONSTRUCTION CONTRACTOR

Town of _____
Contract Agreement

This agreement is made this _____ day of _____ 20__ between the Town of _____ and _____, a corporation, incorporated under the laws of the State of Vermont, its successors and assigns hereinafter called the Contractor.

That the Contractor, for and in consideration of the payment or payments herein specified to by the Town, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain project in the Town, described as _____, at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of AMOUNT and such other items as are mentioned in the original proposal, which proposal and prices named, together with project specifications are made part of this Contract and accepted as such with the verified project drawings.

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and that all and every of said materials and labor shall be in strict and entire conformity, in every respect, with project specifications and project drawings and shall be subject to the inspection and approval of the Town or duly authorized representative. In case any of said material or labor shall be rejected by the Town or representative, as defective or unsuitable, then the said materials shall be removed and replaced with other approved materials and the said labor shall be done anew, to the satisfaction and approval of the Town or representative, at the cost and expense of the Contractor. Project specifications are incorporated herein, made a part of this Contract, and accepted as such.

The Contractor further covenants and agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed in every respect to the satisfaction and approval of the Town on or before (completion date) after written notice has been given by the Town's engineer to begin work. **IF LIQUIDATED DAMAGES PROVIDED FOR:** It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason except as herein provided, to complete the furnishing and delivery of the said materials and the doing and performance of said work on or before DATE the Town shall deduct from any monies due or which may become due the Contractor, or if no monies shall be due, the Town shall have the right to recover the amount of Liquidated damages as provided in the Specification for each and every day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; said deduction to be made or said sums to be recovered, not as a penalty but as liquidated damages; provided, however, that allowance shall be made by the Town at its discretion, over the period hereinbefore specified for the completion of the said work, for causes over which said Contractor has no control and which must delay the completion of the said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is distinctly understood and agreed that no claim for extra work or materials, not specifically provided for herein, done or furnished by the Contractor, will be allowed nor shall the Contractor do any work or furnish any materials not covered by the Specifications and Contract, unless such work is ordered in writing by the Town. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions nor will the Town be liable for any materials furnished or used or for any work or labor done, unless said materials, work or labor are required of said Contractor on written order by the

Town. Any such work or material which may be done or furnished by the Contractor without such written order shall be at said Contractor's own risk, cost and expense and he/she hereby covenants, and agrees that without such written order he/she shall make no claim for compensation for work or materials so done or furnished.

It is further agreed that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any monies to be paid him hereunder nor shall any part of the work to be done, or material furnished under said Contract by sublet with the consent in writing of the Town.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Town arising out of, or by reason of the work done and materials furnished under this Contract.

The Bonds given by the Contractor, a Performance / Compliance Bond in a sum equal to one-hundred (100) percent, and a Payment / Labor and Materials Bond in the sum equal to one-hundred (100) percent of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are hereto attached and made a part thereof.

All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part thereof, or any breach of said Contract shall be referred to (designated and agreed upon party), whose decision and award shall be final, binding and conclusive upon all parties.

The Contractor hereby further agrees to receive the prices set forth in the following Schedule of Prices for full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract and in all respects to complete said Contract to the satisfaction of the Town.

(To be fully signed by both parties and then witnessed by notary public)

Attachments as specified in bid documents may include:

Federal Form 1273
Standard Federal EEO Specifications
Special Provisions
Davis Bacon Wage Rate Schedule
Buy America Provisions
Project Specifications
Project Drawings
Bid Proposal
Schedule of Prices
Proof of Contractor Insurance's
(Other Attachments as appropriate to specific project)

Appendix V
Sample Notice of Award

NOTICE OF AWARD

Project Name/Number: _____

Description of Work:

The Owner has considered the Bid submitted by you for the above described WORK in response to its Invitation to Bid and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ _____

You are required by the Instructions to Bidders to execute the contract and provide the Performance Bond, Payment Bond, and certificate of insurance within 15 calendar days from the date of this Notice of Award.

Failure to comply with these conditions will result in the annulment of this award and/or forfeiture of the proposal guarantee/bid bond.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20__

Town of _____, Vermont

Name _____

Title _____

Signature _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this the ____ day of _____, 20__

By _____

Name: _____

(Signature)

Title _____

Appendix W
Sample Notice to Proceed

NOTICE TO PROCEED

To: _____ Date: _____
(Contractor)

Project Name/Number: _____

You are hereby notified to commence Work in accordance with the Agreement _____

The date of completion of all work is _____ .
Town of _____
(Owner)

By _____ Title _____
(Signature)

Name: _____

Dated this _____ day of _____, 20__

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Appendix X
Permits and Clearance Checklist

VTrans – Municipal Assistance Bureau Permits and Clearances Checklist

Project Name & Number: _____

<u>Permit / Clearance</u>	<input type="checkbox"/>	<u>Date of Document or N/A</u>
Section 106 (Historic & Archaeological Review)	<input type="checkbox"/>	_____
Executive Order 52 (Agricultural Soils & Farmlands)	<input type="checkbox"/>	_____
Section 4(f) / 6(f) Review	<input type="checkbox"/>	_____
State Wetland Permit	<input type="checkbox"/>	_____
Lakes and Ponds Permit	<input type="checkbox"/>	_____
Threatened & Endangered Species Permit (T&E)	<input type="checkbox"/>	_____
Environmental Document (CE, EA or EIS)	<input type="checkbox"/>	_____
Design Exception Documentation	<input type="checkbox"/>	_____
Complete Streets Compliance Form	<input type="checkbox"/>	_____
Storm Water Discharge Permit	<input type="checkbox"/>	_____
Stream Alteration Permit	<input type="checkbox"/>	_____
Section 401 Permit, Water Quality	<input type="checkbox"/>	_____
Section 404 Permit, Discharge and Fill Regulation	<input type="checkbox"/>	_____
Navigable Waters Permit	<input type="checkbox"/>	_____
Executive Order 22988, Flood Plain Management	<input type="checkbox"/>	_____
Act 250 Permit, Land Use & Development Permit	<input type="checkbox"/>	_____
Railroad Agreement	<input type="checkbox"/>	_____
Utility Clearance	<input type="checkbox"/>	_____
Right-of-Way Clearance	<input type="checkbox"/>	_____
Property Owner Accommodations (landscaping, fencing, etc.)	<input type="checkbox"/>	_____

If the noted Permit or Clearance has been obtained, check the box and write in the date of such document. If the noted Permit or Clearance has NOT been obtained, circle it until such time it can be checked off and dated. If the noted Permit or Clearance is not needed, write in N/A on the provided line. All permit conditions need to be documented for inclusion into the contract documents.

Appendix Y
Sample Construction Inspection RFP & RFQ

**SAMPLE CONSTRCUTION INSPECTION
REQUEST FOR PROPOSAL (RFP)**

**ALBURGH ARRA PAVING PROJECT
ARPV(2)**

**Request for Proposals
Construction Inspection Services
Town of Alburgh, Vermont**

Issued: month day, year

Due: month day, year

I. INTRODUCTION

The Town of **Alburgh**, Vermont, herein after referred to as the Municipality, is soliciting Construction Inspection Services for the above referenced project. Construction includes, but is not limited to, the following: **resurfacing roadway by cold planning and filling/overlay up to two inches (or other surface treatment up to two inches) along with associated pavement marking, shoulder work and drainage adjustments.**

The municipality has **appointed/contracted NAME** as the Municipal Project Manager (MPM) to act as its representative for project development. The municipality has contracted with **NAME** (Design Engineer) to provide engineering support during the construction phase.

The project is being developed through the Local Transportation Facilities (LTF) section of the Vermont Agency of Transportation (VTrans). Although the project is managed locally, the use of Federal and State funds requires that permitting, environmental, and right-of-way (ROW) processes follow pertinent Federal and State regulations. One requirement of the LTF program is that the municipality provides the necessary oversight of the construction phase. This oversight includes inspection and sampling/testing of construction materials. This RFP seeks to hire a consultant that can provide these services to the **Town of Alburgh.**

Final plans for this project are available for viewing at the **Alburgh Town Offices, 1 North Main Street, Alburgh. The Town Office is open Monday through Friday, xx:xx am to xx:xx pm.** Call the MPM at **(XXX) XXX-XXXX** to schedule an alternate day if these times are not possible. Final plans may be purchased from **NAME** at a cost of **\$XX** per set. Please call **NAME** at **(XXX) XXX-XXXX** to request these plans. The selected Construction and Inspection individual or firm will be provided a copy of the Contract Documents and the Construction Plans at no charge.

The Construction & Inspection Consultant must have a current Vermont Agency of Transportation Form AF38 on file with VTrans prior to signing a contract. The AF38 form should be completed at a level commensurate with the anticipated magnitude of proposed work. The AF38 form and any financial information should be submitted directly to VTrans Audit Section. This information will be kept confidential on file in the Audit Section. Please note in the Proposal if this information is currently on file with VTrans. Form AF38 can be found on the VTrans website (www.aot.state.vt.us/conadmin/relateddocs.htm).

All Work will be accomplished in accordance with the following:

- Current VTrans Local Projects Guidebook for Locally Managed Projects
- Specifications for Contractor Services dated June 2014 (available from VTrans Project Supervisor)

- VTrans Construction Manual
- VTrans Route Survey Manual
- VTrans Quality Assurance Program and the VTrans Materials Sampling Manual
- VTrans Approved Products List
- VTrans List of Materials with Advance Certification
- Manual of Uniform Traffic Control Devices
- VTrans Standard Specifications for Construction 2011
- VTrans General Special Provisions for 2011 Standard Specifications
- VTrans Supplemental Specifications
- Project Special Provisions
- **American Recovery & Reinvestment Act (ARRA) Work Order (if ARRA project)**

II. SCOPE OF WORK

The consultant hired is required to follow provisions outlined in the American Recovery & Reinvestment ACT (ARRA) Work Order. (if ARRA project)

The consultant hired to perform these services should be qualified to perform a variety of inspection, record keeping and construction engineering activities including, but not limited to:

Task 1: Administration

1. Maintain communication with the MPM on a regular basis.
2. Coordinate with the Municipality, Design Engineer, VTrans and the Construction Contractor(s).
3. Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
4. Attendance at a pre-bid conference at the Municipalities request, if applicable. Coordinate, schedule and oversee the pre-construction conference. Coordinate, schedule and attend the Final Inspection. Attend all other job related meetings.
5. Make sure contractor contacts Dig-Safe.
6. Preparation of Daily Reports, including quantities.
7. Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the MPM, Design Engineer, State or Federal representatives, and Municipal representatives.
8. Accompany the MPM, Design Engineer, State or Federal representatives and Municipal representatives on visits to the project.
9. Participate once every two weeks in regularly scheduled Construction Status meetings with the Contractor, MPM, Design Engineer, State or Federal representatives and Municipal representatives.

10. Report immediately any unusual occurrences and all accidents occurring within the project limits to the MPM and the Design Engineer.
11. Calculation and verification of the final contract quantities.
12. Review and submit to the Town, or the Design Engineer if required by the Town, any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents.
13. Receive certificates, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.
14. Prepare a Contractors progress payment estimate on a bi-weekly basis.
15. Issue a Certificate of Substantial Completion at the appropriate time.
16. Provide certification to the Municipality and VTrans that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

Task 2: Construction Inspection

1. Maintain a presence on the project during times when contractor and subcontractor activities are underway.
2. Check that the contractor is in compliance with all construction contract requirements, **Town of Alburgh** permits and ordinances; property rights agreements; erosion and sediment control; and stormwater management plan; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to the MPM.
3. Inspect and approve material sources and waste, borrow and staging areas, with due regard to approval/disapproval from the Vermont Agency of Transportation's Environmental Section.
4. Tracking of utility relocation and plotting of final facility locations on the final as-built plans (if any).
5. Erosion control monitoring in accordance with applicable permits.
6. Review and verify traffic control activities.
7. Development of final as-built plans by marking up a set of contract plans.
8. Check that completed work complies with the plans and specifications and is true to line and grade.
9. Make an inspection of work completed at such time as the contractor may claim substantial completion, with a contractor's representative, and issue a list of items to be corrected or completed.

Task 4: Materials and Equipment Inspection and Testing

1. Check that materials and equipment are fabricated and tested in accordance with contract documents, in advance of installation; ensuring that the independent laboratory is performing preliminary process control tests on material samples in accordance with **Inspection Level ? (VTrans to determine required level)** of VTrans Quality Assurance Program (QAP) and Materials Sampling Manual (MSM) to ensure continued quality in the work. Review the test reports and certificates and forward to the MPM for decision on acceptability.
2. Check that materials submitted as pre-approved are on the current VTrans Pre-approved Material List or on the List of Materials with Advanced Certification.
3. Record materials certifications in accordance with VTrans procedures.
#4 is optional to the Municipality. The Town could obtain an independent qualified lab themselves.
4. **The selected Construction and Inspection Consultant is responsible for the required acceptance testing by an independent qualified laboratory. This includes hiring an independent qualified laboratory.**

The Construction Inspection field personnel will be expected to wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site.

The Construction Inspection contractor will be expected to provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.

Please note that a field office will/will not be provided.

THIS PARAGRAPH IS OPTIONAL TO THE MUNICIPALITY- Some Consultants will work out of their vehicles on small projects. Larger construction projects may provide a field office as part of the construction bid items. Otherwise the Municipality could say: The Construction Inspection contractor will have a dedicated space within the Municipality and close by the project, in which to house the files, equipment, and work space needed to carry out the responsibilities described herein. The Municipality will make space available at a location close to the project at no charge. Rental of space will not be allowed as an expense under this project.

It is anticipated that the project will be advertised **NEED DATE**. The award of construction contract is anticipated within four to six weeks of advertisement. The construction is scheduled to be completed by **NEED DATE**. The Construction Inspector Consultant should plan on being on-site during construction of the project to the extent necessary to certify, on completion of the project, that the project was built as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

The Construction Inspector Consultant will be the primary contact person representing the **Town of Alburgh** on the project. The consultant will be responsible for contacting the Design Engineer, the MPM and the VTrans Local Transportation Facilities Representative to resolve any design related issues that may arise during construction.

III. RESPONSE FORMAT

Responses to this RFP shall consist of a Technical Proposal and a Cost Proposal being submitted in separate sealed envelopes.

A. A Technical Proposal consisting of:

1. A cover letter expressing the consultant's interest in working with the **Town of Alburgh** including an identification of the principal individuals that will provide the requested services.
2. A description of the general approach to be taken toward completion of the project and an explanation of any variances to the proposed scope of work as outlined in this RFP.
3. A scope of work that includes detailed steps to be taken, any products or deliverables resulting from each task and a summary of estimated labor hours by task.
4. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list. The individual's names, titles and expected duties should be included. Any personnel not specified in the proposal will require the approval of the MPM prior to utilization or invoicing.
5. Describe experience with federally funded transportation construction projects and familiarity with VTrans Standard Specifications for Construction.
6. A proposed means of providing the equipment and supplies required to carry out the prescribed duties.
7. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.
8. The Technical proposal shall be clear and concise, not exceeding twenty-five (25) 8 ½" x 11" pages. Information better suited to a larger paper size should be folded to an 8 ½" x 11" size. Proposals should be double-sided and use recycled paper, if possible.

B. The Cost Proposal shall consist of:

1. A composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

IV. CONTRACT PERIOD, AMOUNT AND PAYMENTS

The Construction Inspection Consultant will be selected on or about **NEED DATE**. At that time, a notice of intent to issue the contract will be mailed to all parties who submitted a proposal.

V. CONSULTANT SELECTION

A committee that includes officials from the **Town of Alburgh**, Vermont Agency of Transportation and the MPM will make the consultant selection. The selection committee will review and evaluate all proposals based on the following criteria:

Below is a suggested evaluation criteria table but the Municipality may adjust it. It should be noted that FHWA does not accept location as an evaluation criteria.

CRITERIA

WEIGHT

1.	Understanding the Scope of Work	25%
2.	Knowledge of the Project Area	10%
3.	Qualification/Experience of Assigned Staff	25%
4.	Availability of Technical Resources	15%
5.	Reasonableness of Labor Hour Schedule	10%
6.	Proven record of successful completion of similar projects	15%

Once the Technical Proposals are discussed and ranked, the cost proposals will then be opened and reviewed for consistency with, and in light of, the evaluation of the Technical Proposals. The selection committee may elect to interview consultants prior to final selection. The **Town of Alburgh** reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest.

The proposals will be evaluated and awarded based on the personnel presented in the Technical Proposal. Should the awarded consultant propose any substitutions to the project personnel they must submit a letter to the Municipality requesting approval of such a change. This change will also need to be approved by VTrans.

VI. Contracting

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont. If already so registered, the registration form may be obtained from the Vermont Secretary of State, 100 State Street, Montpelier, VT 05609-1104. The telephone number is (802) 828-2386. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

REVISED

The Consultant must have a current Vermont Agency of Transportation Form AF38 on file with VTrans prior to signing a contract. The AF38 form should be completed at a level commensurate with the anticipated magnitude of proposed work. The AF38 form and any financial information should be submitted directly to VTrans Audit Section. This information will be kept confidential on file in the Audit Section. Please note in the SOQ if this information is currently on file with VTrans. Form AF38 can be found on the VTrans website: (www.aot.state.vt.us/conadmin/relateddocs.htm).

The Consultant's attention is directed to the VTrans' Disadvantaged Business Enterprise (DBE) Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of DBEs for the work covered in the RFP. It is expected that all consultants will make good faith efforts to solicit DBE sub-consultants.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the LPM Contract Provisions located in the Local Transportation Facilities Guidebook (Appendix D). The certificate of insurance coverage shall be documented on forms acceptable to the Town.

If the award of the contract aggrieves any firms, they may appeal in writing to the Town of XXX Selectboard, ADDRESS. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the Town Selectboard is final.

The cost of preparing, submitting and presenting is the sole expense of the firm. The Town reserves the right to reject any and all proposals received as a result of this solicitation or to cancel this RFP in part or in its entirety if it is in the best interests of the Town. This Request for Proposals in no way obligates the Town to award a contract.

VII. SUBMISSIONS

Consultants interested in this project should submit *(# of copies to should be equal to the # of selection committee members plus one)* copies of their Proposals to:

NAME, MPM
Town of Alburgh
1 North Main Street
Alburgh, VT 05440
(802) XXX-XXXX
Email: XXX@XXXX

Technical and Cost Proposals must be submitted in sealed separate envelopes with the following information clearly printed on the outside:

Name and address of prime consultant
Due date and time
Envelope contents (Statement of Qualifications)
Project name & number

All questions related to this Request for Proposals should be addressed to the MPM. Questions may be submitted in writing or by Email.

All proposals must be received by the MPM **no later than XX:XX PM on NEED DATE.** Proposals and/or modifications received after this time will not be accepted. No facsimile-machine produced proposals will be accepted. The expense of preparing and submitting the proposal is the sole responsibility of the consultant. The **Town of Alburgh** reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is in the best interest of **Town of Alburgh**. This solicitation in no way obligates the **Town of Alburgh** to award a contract.

**SAMPLE CONSTRUCTION INSPECTION
REQUEST FOR QUALIFICATIONS (RFQ)**

**PROJECT NAME
PROJECT NUMBER**

**Request for Qualifications
Construction Inspection Services
Town of **XXX**, Vermont
Issued: Due:**

I. INTRODUCTION

The Town of **XXX**, Vermont, herein after referred to as the Municipality, is soliciting Construction Inspection Services for the above referenced project. Construction includes, but is not limited to the following: **Construction of a sidewalk system along the south side of US Route 7**. The required services being solicited are outlined in Section II of this Request for Qualifications (RFQ).

The municipality has **hired/appointed [NAME]** as the Municipal Project Manager (MPM) to act as its representative for project development. The municipality has contracted with **[NAME]** (Design Engineer) to provide engineering support during the construction phase.

The project is being developed through the Local Transportation Facilities (LTF) section of the Vermont Agency of Transportation (VTrans). Although the project is managed locally, the use of Federal and State funds requires that permitting, environmental, and right-of-way (ROW) processes follow pertinent Federal and State regulations. One requirement of the LTF program is that the municipality provides the necessary oversight of the construction phase. This oversight includes inspection and sampling/testing of construction materials. This RFQ seeks to hire a VTrans qualified consultant that can provide these services to the Town of **XXX**.

Final plans for this project are available for viewing at the **XXX Town Offices, [ADDRESS]**. **The Town Office is open Monday through Friday, xx:xx am to xx:xx pm**. Call the MPM at **(XXX) XXX-XXXX** to schedule an alternate day if these times are not possible. Final plans for this project are available for purchase from **[NAME]** at the cost of \$ per set. Please call **NAME** at (802) **xxx-xxxx** to request these plans.

Additional reference materials and guidelines that consultants should follow include:

- Current VTrans Local Transportation Facilities (LTF) Guidebook for Municipally Managed Projects
- VTrans Construction Manual
- VTrans Route Survey Manual
- VTrans Materials Sampling Manual
- VTrans Approved Products List
- VTrans List of Materials with Advance Certification
- Manual of Uniform Traffic Control Devices
- VTrans Standard Specifications for Construction

- VTrans Supplemental Specifications
- VTrans General Special Provisions for All Projects

II. SCOPE OF WORK

The consultant hired to perform these services should be qualified to perform a variety of inspection, record keeping and construction engineering activities including, but not limited to:

Task 1: Administration

17. Maintain communication with the MPM on a regular basis.
18. Coordinate with the Town, Design Engineer, VTrans and the Construction Contractor(s).
19. Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
20. Attendance at the pre-bid conference, pre-construction conference, all job related meetings and the final inspection.
21. Make sure contractor contacts Dig-Safe.
22. Preparation of Daily Reports, including quantities.
23. Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the MPM, Design Engineer, State or Federal representatives, and Town representatives.
24. Accompany the MPM, Design Engineer, State or Federal representatives and Town representatives on visits to the project.
25. Participate once every two weeks in regularly scheduled Construction Status meetings with the MPM, Design Engineer, State or Federal representatives and Town representatives.
26. Report immediately any unusual occurrences and all accidents occurring within the project limits to the MPM and/or the Design Engineer.
27. Calculation and verification of the final contract quantities.
28. Review and submit to the Design Engineer any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents.
29. Provide certification to the Municipality and VTrans that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

Task 2: Pre-Construction Stake-Out

Provide construction related survey services, including, but not limited to: Survey of pre-construction

existing conditions as necessary for verification of quantity measurements, initial staking of proposed centerline (see Section 105.09 VTRANS Standard Specifications - **this reference may change if you are using the 2006 spec. book**), and post-construction survey as necessary for use in preparing as-built drawings.

Task 3: Construction Inspection

10. Maintain a presence on the project during times when contractor activities are underway.
11. Check that the contractor is in compliance with all construction contract requirements, Town of Milton permits and ordinances; property rights agreements; erosion and sediment control; and stormwater management plan; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to the MPM.
12. Inspect and approve material sources and waste, borrow and staging areas, with due regard to approval/disapproval from the Vermont Agency of Transportation's Environmental Section.
13. Tracking of utility relocation and plotting of final facility locations on the final as-built plans (if any).
14. Erosion control monitoring in accordance with applicable permits.
15. Review and verify traffic control activities.
16. Development of final as-built plans by marking up a set of contract plans.
17. Check that completed work complies with the plans and specifications and is true to line and grade.
18. Make an inspection of work completed at such time as the contractor may claim substantial completion, with a contractor's representative, and issue a list of items to be corrected or completed.

Task 4: Materials and Equipment Inspection and Testing

5. Check that materials and equipment are fabricated and tested in accordance with contract documents, in advance of installation; ensuring that contractor's independent laboratory is performing preliminary process control tests on material samples in accordance with Inspection Level **X** of the VTrans Quality Assurance Program (QAP) and Materials Sampling Manual (MSM) to ensure continued quality in the work. Review the test reports and certificates and forward to the MPM for decision on acceptability.
6. Check that materials submitted as pre-approved are on the current VTrans Pre-approved Material List or on the List of Materials with Advanced Certification.
7. Record materials certifications in accordance with VTrans procedures.

#4 is optional to the Municipality. The Town could obtain an independent qualified lab themselves

8. The selected Construction and Inspection Consultant is responsible for the required acceptance testing by an independent qualified laboratory. This includes hiring an independent qualified laboratory.

The Construction Inspection field personnel will be expected to wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site.

The Construction Inspection contractor will be expected to provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.

Please note that a field office will/will not be provided.

THIS PARAGRAPH IS OPTIONAL TO THE MUNICIPALITY- Some Consultants will work out of their vehicles on small projects. Larger construction projects may provide a field office as part of the construction bid items. Otherwise the Municipality could say: The Construction Inspection contractor will have a dedicated space within the Municipality and close by the project, in which to house the files, equipment, and work space needed to carry out the responsibilities described herein. The Municipality will make space available at a location close to the project at no charge. Rental of space will not be allowed as an expense under this project.

It is anticipated that the project will be advertised **NEED DATE**. The award of construction contract is anticipated within four to six weeks of advertisement. The construction is scheduled to be completed by **NEED DATE**. The consultant should plan on being on-site during construction of the project to the extent necessary to certify, on completion of the project, that the project was built as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

The construction inspector will be the primary contact person representing the Town of **XXX** on the project. The inspector will be responsible for contacting the Design Engineer and the MPM to resolve any design related issues that may arise during construction.

III. RESPONSE FORMAT

Responses to this RFQ shall consist of the following:

- A. Town must follow a Qualifications Based Selection (QBS) Process. The Statement of Qualifications (SOQ) shall consist of following:
 9. A cover letter expressing the consultant's interest in working with the Town of **XXX** including an identification of the principal individuals that will provide the requested services.
 10. A description of the general approach to be taken toward completion of the project and an explanation of any variances to the proposed scope of work as outlined in the RFQ.
 11. A scope of work that includes detailed steps to be taken, any products or deliverables resulting from each task and a summary of estimated labor hours by task.
 12. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list.

13. Describe experience with federally funded transportation construction projects and familiarity with VTrans Standard Specifications for Construction.
14. A proposed means of providing the equipment and supplies required to carry out the prescribed duties.
15. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.
16. The SOQ shall be clear and concise, not exceeding twenty-five (25) 8 ½” x 11” pages. Information better suited to a larger paper size should be folded to an 8 ½” x 11” size. SOQs should be double-sided and use recycled paper, if possible.

- B. The Town must select the most qualified consultant prior to requesting a fee proposal. When requested by the Town, a fee proposal should consist of a composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.
- C. The consultant should include the following in the SOQ: A list of the specific individuals, including any sub-consultants, who will be part of the inspection team over the duration of the project. The individual’s names, titles, and expected duties should be included. The consultant shall provide resumes of the planned staff. Any personnel not specified in the proposal will require the approval of the MPM prior to utilization or invoicing.

IV. CONTRACT PERIOD, AMOUNT AND PAYMENTS

The consultant will be selected on or about **NEED DATE**. At that time, a notice of intent to issue the contract will be mailed to all parties who submitted SOQs.

V. CONSULTANT SELECTION

A committee that includes officials from the Town of **XXX**, Vermont Agency of Transportation and the MPM will make the consultant selection. The selection committee will review and evaluate all SOQs based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
1. Addressing the Scope of Work	25%
2. Understanding of the Project	20%
3. Qualification/Experience of Assigned Staff	20%
4. Availability of Technical Resources	20%
5. Reasonableness of Labor Hour Schedule	15%

Once the SOQ is discussed and ranked, the Town will notify the most qualified consultant and request a fee proposal. The fee proposal will be reviewed for consistency with, and in light of, the evaluation of the SOQ. The selection committee may elect to interview consultants prior to final selection. The Town of **XXX** reserves the right to seek clarification of any SOQ submitted and to select the proposal considered to best promote the public interest.

If any consultant is aggrieved by the proposed award of the contract, the consultant may appeal in writing to the MPM. The appeal must be postmarked within seven (7) calendar days following the date of the written notice of intent to award the contract.

The consultant awarded this contract shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont within fourteen (14) days of notification of award, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 26 Terrace Street, Montpelier, VT 05609-1104. The telephone number is (802) 828-2386. The Town of XXX will NOT execute the contract until the consultant is registered with the Secretary of State's Office.

REVISED

The Construction & Inspection Consultant must have a current Vermont Agency of Transportation Form AF38 on file with VTrans prior to signing a contract. The AF38 form should be completed at a level commensurate with the anticipated magnitude of proposed work. The AF38 form and any financial information should be submitted directly to VTrans Audit Section. This information will be kept confidential on file in the Audit Section. Please note in the Proposal if this information is currently on file with VTrans. Form AF38 can be found on the VTrans website (www.aot.state.vt.us/conadmin/relateddocs.htm).

The consultant's attention is directed to the VTrans' Disadvantaged Business Enterprise (DBE) Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of DBEs for the work covered in the RFQ. It is expected that all consultants will make good faith efforts to solicit DBE sub-consultants.

VI. SUBMISSIONS

Consultants interested in this project should submit six (6) (*# of copies to should be equal to the # of selection committee members plus one*) copies of their Statements of Qualifications (SOQ) to:

NAME, MPM
Town of XXX
ADDRESS
(802) XXX-XXXX
Email: XXX@XXXX

SOQs must be submitted in sealed envelopes with the following information clearly printed on the outside:

- Name and address of prime consultant
- Due date and time
- Envelope contents (Statement of Qualifications)
- Project name & number

All questions related to this Request for Qualifications should be addressed to the MPM. Questions may be submitted in writing or by Email.

All proposals must be received by the MPM **no later than 4:00 PM on NEED DATE.** Proposals and/or modifications received after this time will not be accepted. No facsimile-machine produced proposals will be accepted. The expense of preparing and submitting an SOQ is the sole responsibility of the consultant. The Town of XXX reserves the right to reject any or all SOQs received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFQ if it is in the best interest of Town of XXX. This solicitation in no way obligates the Town of XXX to award a contract.

Appendix Z
Bid Opening Checklist

BID OPENING CHECKLIST

Project Name and Number

Name of Bidder: _____

Bid Amount: _____

- ___ Completed and signed Bid Form
- ___ Completed Schedule of Prices with no zero unit prices
- ___ Bid Bond or certified check for 5% of Bid Amount
- ___ Signed Debarment and Non-Collusion Affidavit (CA91)
- ___ Signed EEO Certification (CA109)
- ___ VTrans pre-qualified contractor
- ___ Acknowledged the receipt of all Addenda

Subcontractors:

Appendix AA
Bid Analysis Guide and Sample Recommendation Letter

Recommended Bid Analysis Procedures

Goals for bid analysis improvement include a standardized procedure and report format. The bid analysis is performed in four steps:

1. Competition analysis
2. Major cost deviation analysis
3. Unit price deviation analysis
4. Documentation of results and recommendations

Step 1, Competition Analysis:

- A. Identify the engineer's estimate
- B. Identify the number of bidders
- C. Identify the range of bids
- D. Identify how the number of bids and corresponding bid amounts fall within the chart found in Section 5.a of FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation dated January 20, 2004. This can be found at <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.cfm>
 - i. If the number of bids and corresponding bid amounts are classified as adequate competition per the table, no further analysis is required for step 1.
 - ii. If the number of bids and corresponding bid amounts fall outside of the classification of adequate completion per the table, justification regarding why the contract should be executed is required and should consider the following:
 - Safety of the traveling public
 - Emergency work and/or situations
 - Analysis of bid history on similar (scope and/or geography and/or cost) projects – identifying whether improved competition would be anticipated if the project were re-let

Step 2, Major Cost Deviations Analysis for reasonableness and unbalancing:

- A. Items to be analyzed are selected
 - i. The acceptable deviation, in dollars, for a single item is determined. Typically this is 1% of the contract total low bid or the contract total estimate (whichever is lower).
 - ii. The items where the actual difference of the extended low bid amount (quantity multiplied by unit price) is above or below the extended estimate amount by more than the acceptable deviation as determined in a) above are identified.

- iii. An acceptable level of cost variance is determined.
 - An acceptable level is considered to be 80% of the sum of the absolute value of the difference of extended low bid amount minus the extended estimate amount for all pay items in the contract. Using the absolute values ensures that all variance will be analyzed whether it is high or low. This method provides for better analysis of projects that have an overall low bid that is reasonably close to the estimate but have individual pay items with high variance between the extended low bid amount and the extended estimate amount.
- iv. The sum the absolute value of the difference of extended low bid amount minus the extended estimate amount for the items identified in ii above is compared to the acceptable level of the cost variance as determined in iii above to determine if a reasonable analysis level has been met.
 - If the sum of the absolute values of the difference of extended low bid amount minus the extended estimate amount for the identified pay items is not greater than, or reasonably close to, the acceptable level of the cost variance then the acceptable deviation from i above is adjusted up or down to add to the identified item list until the acceptable level is met.
- B. A detailed analysis is performed on the selected items. The analysis can include quantity checks, estimated price checks, review of specifications, questioning of bidder, relation of low bid to second and third bids, comparison of bids to similar projects, and other methods. The intent is to determine reasonableness of the bid and if unbalancing (contact QAU for assistance) is present.

Step 3, Unit price deviation analysis for unbalancing:

- A. Identify the items where the low bid unit price exceeds the estimate unit price. A starting point of items to analyze is those items where the low bid unit price exceeds the estimate unit price by 25% or more.
- B. Identify the items where the low bid unit price is lower than the estimate unit price. A starting point of items to analyze is those items where the low bid unit price is lower than 75% of the estimate.
- C. If an item has been analyzed as part of step 2, no additional analysis is needed.
- D. If an item has not been analyzed as part of step 2, perform an estimate check and quantity check to determine if unbalancing is present.
- E. Additional consideration can include number of bidders, bids of second and third bidder, project urgency, and market conditions.

Step 4, Documentation of results and recommendations

- A. Documentation of the analysis is in the form of a memo to Contract Administration.
 - i. The Documentation shall include a narrative of general observations, number of bidders, range of bids, what acceptable deviation was used, any findings from Step 1 of the analysis, and a summary statement of what the analysis found.

- ii. The Documentation shall include a detailed narrative for each pay item analyzed in Steps 2 and 3.
 - iii. The Documentation shall contain a recommendation as to award or rejection of the bid.
 - iv. The Documentation shall be approved by the Program manager and Director of PDD.
- B. A sample documentation with guidelines is attached



State of Vermont

Agency of Transportation
Program Development

Highway, Safety & Design

One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

[phone] 802-828-2664
[fax] 802-828-2437
[ttd] 800-253-0191

VERMONT AGENCY OF TRANSPORTATION

OFFICE MEMORANDUM

TO: Michael G. Lozier, P.E., Contracts and Specifications Engineer
FROM: Jesse Devlin, Quality Assurance & Technical Development Engineer [Name, Title]
DATE: June 22, 2010 [Current date]
SUBJECT: Bid Analysis
PROJECT: East Montpelier STPG 028-3(35)S [Project Name & Project Number]
CONTRACTOR: J. Hutchins, Inc. [Low bid contractor as listed on "VTrans Results Of Bids"]
BID OPENING DATE: May 14, 2010 [Date bids were opened]
ANALYSIS BY: Jesse Devlin, Quality Assurance & Technical Development Engineer [Name, Title]
ANALYSIS COMPLETED DATE: May 21, 2010 [Date analysis was completed]

Bids submitted for this contract have been reviewed for reasonable conformance with the engineer's estimated prices, resulting in the following recommendation.

- The bid should be accepted. Analysis has failed to indicate an advantage to the contractor with corresponding disadvantage to the State.
- The bid should be rejected for the following reason(s):

APPROVED: _____ Date: _____
Kevin Marshia, P.E.
Highway Safety & Design Program Manager

APPROVED: _____ Date: _____
Richard M. Tetreault, P.E.
Director of Program Development

Attachment:

cc: Design File



GENERAL OBSERVATIONS:

Engineer’s Estimate: \$1,919,815.94
Low Bid: \$1,578,986.55
Difference: -\$340,829.39 or 17.75 %

The subject project was estimated at \$1,919,815.94. There were a total of six bidders, three bids were lower than the engineer’s estimate and three bids were higher than the engineer’s estimate. These bids ranged from \$1,578,986.55 to \$2,257,110.00. *[Statement regarding the number of bidders and the corresponding range of bids is required.]*

For the purposes of this bid analysis, only the construction items that were overbid or underbid by \$15,789.87 or more in cost between the engineer’s estimate and the low bid price were analyzed. This amount (\$15,789.87) represents 1.00% of the low bid price. The low bid unit prices not included in this range were reviewed and no outliers were present, meaning that these items of lesser dollar amounts can be considered insignificant. *[Statement explaining how construction items were chosen for analysis is required. The majority of Highway, Safety & Design projects will utilize the 1.00% of low bid price procedure described above, however an alternate threshold may be applied based on specific project characteristics. Review of low bid unit prices outside of this range should be performed. Any construction items that vary significantly should be analyzed and the calculated quantities verified. If these additional items are included in the bid analysis, justification for their selection should be provided with each individual construction item.]*

As indicated and discussed in the attached sheets, several unit bid prices varied from the engineer’s estimate, yet this analysis has failed to reveal any unbalancing of low bid unit prices by the Contractor and therefore recommend that this bid be accepted. *[Provide a summary statement that explains the general result of the bid analysis with a recommendation for acceptance or denial. The statement above is an adequate sample and should be used in place of the common “reveal any clear cut advantage for the Contractor with an equally corresponding disadvantage to the State.” Note that a bid may be accepted even if it is determined that it is unbalanced if it is the best course of action and any potential overrun would not create a situation where the low bidder was no longer the low bidder.]*

Item Number: 201.15
Item Description: Common Excavation
Estimated Quantity: 7000 CM

Estimate	Extended	Low Bid	Extended	Low Bid
	Unit Price	Estimate	Unit Price	Low Bid
\$13.65	\$95,550.00	\$7.85	\$54,950.00	- \$40,600.00

[Item number, item description, quantity, estimate unit price, extended estimate, low bid unit price, extended low bid, and low bid difference are all required. Low bids that are less than the engineer’s estimate shall be notated with a “-“, and those that are higher than the engineer’s estimate shall be notated with a “+” in the low bid difference column.]

Description: The low bid unit price is lower than the regression price (estimate unit price) for this construction item. While the low bid unit price is on the lower side it does fall within the range of the bid trend for projects of similar size and is consistent with the second and fourth low bidders, as well as with past bids submitted by J. Hutchins, Inc. *[Comparison to other received bids, similar projects, and/or contractor bid history should be performed and described. The Quality Assurance Unit is available to assist, as necessary, to obtain this information.]* The listed quantity of 7000 CM has been verified. *[For items carrying units of measure other than LS a statement indicating that the estimated quantities have been verified is required.]* Recommend acceptance of low bid unit price. *[If it is determined that an error in the engineer's estimate was made, it should be stated and explained.]*

[Other considerations should be listed under "Description" on a project specific basis. These considerations include but are not limited to; geographic location of the bidders, potential for savings if the project is re-advertised, presence of front-loading or un-balanced bids, variance from a construction item's "normal" installation, and any unique project characteristics that could influence the low bid unit price.]



155 Lake Street • St. Albans, VT 05478 • (802) 524-5958 • (800) 564-5958 • Fax (802) 527-2948

March 12, 2010

Jon Kaplan
Local Transportation Facilities Section
VT Agency of Transportation
1 National Life Drive, Drawer 33
Montpelier, VT 05633

Re: Bid Analysis for Bakersfield STP WALK (19)

Dear Jon,

Summit Engineering has completed the bid analysis for the Bakersfield STP WALK (19) project. Included below is the bid analysis. A tabulation of all the bids is also attached.

The bids were opened on March 8, 2010 and there were a total of ten bids received. The bid total of the low bid was \$108,875.00 and the second low bid was \$119,961.50. The engineer's estimate was \$137,257.54 (not including a 10% contingency).

The low bid of \$108,875.00, which was submitted by Wrights Excavating, Inc., represents 79.32% of the engineer's estimate. The second lowest bid from DCS, Inc, had mathematical errors in their bid tabulation but did not change their ranking or affect the low bid price. The high bid \$191,695.30, submitted by Blow & Cote, did not include a non-collusion affidavit in their submittal and therefore was considered a non-responsive bid.

For the low bid from Wrights Excavating, 12 of the 32 unit prices were higher than the engineer's estimate. Seven of these 12 higher unit prices were less than 130% of the engineer's estimated unit prices. For all but 1 of these 7 items, the difference between the estimate item total and the bid item total was less than \$300.00. While only 104% of the engineer's estimate, **Item 616.210 Vertical Granite Curb** was \$963.00 more than the estimate item total and had a unit cost of \$31.00. Out of all the responsive bidders, 8 of 9 had higher unit pricing than the estimate and these unit costs ranged from \$30.00 to \$39.00. The engineer's estimate was \$29.93. Only the Engineers Construction bid had a lower unit price at \$29.00.

There were 4 unit prices that were more than 130% of the engineer's estimate in the low bid. **Item 646.310 Crosswalk Marking** was nearly double the estimate at \$10.00 per unit. Because the project only requires 55 lf, the overage is only \$275.45 and not significant. The 156% overage for **Item 646.400 Durable 4" White Line** was also insignificant because it resulted in a \$198.00 difference in the amount total.

Two remaining items in the low bid that were over the engineer's estimate unit prices were **Item 203.150 Common Excavation** and **Item 406.250 Bituminous Concrete Pavement**. At \$11.00

Serving the municipalities of: Alburg T • Alburg V • Bakersfield • Berkshire • Enosburg Falls • Enosburg T • Fairfax • Fairfield • Fletcher • Franklin • Georgia •

Grand Isle • Highgate • Isle La Motte • Montgomery • North Hero • Richford • St. Albans C • St. Albans T • Sheldon • South Hero • Swanton T • Swanton V

per CY, the unit price for **Item 203.150 Common Excavation** on the low bid was 218% over the engineer's estimate. The low bidder's total cost for this item is \$3,272.50 more than the estimate. All nine of the responsive bidders, including the low bidder, had a unit price higher than the engineer's estimate of \$5.05 a CY. These unit prices ranged from \$7.00 to \$20.00 a CY.

For **Item 406.250 Bituminous Concrete Pavement**, the low bidder had a unit of \$150.00 a TON which is 158% over the engineer's estimate. All nine of the responsive bidders, including the low bidder, had a unit price higher than the engineer's estimate of \$94.94. Only the Don Weston Bid, ranked 7th lowest bid overall, had a lower unit price for this item. The 6th lowest bid overall, Dubois Construction, had the same unit price as the low bidder.

The remaining 20 unit prices were either the same or less than the engineer's estimated unit prices. Summit Engineering has reviewed all of these bid unit prices and compared these bid unit prices to the engineer's estimate. There were two unit prices from the low bidder that were significantly below the engineer's estimate. The low bid unit price for **Item 618.100 Portland Cement Concrete Sidewalk 5 inch** (\$42.00 per SY) was 58% of the engineer's estimate. All 8 of the other responsive bids had a unit price for this item lower than the estimate with 6 of these bids under the low bidder. The low bidder was \$12,000.00 under the engineer's estimate for **Item 635.110 Mobilizations/Demobilization**. This is a lump sum item and will not over-run.

Based on this analysis, there does not seem to be any unbalanced unit prices that appear to give the bidder an unfair advantage. Also the plans and item quantities seem to be in order and the chances of significant item quantity over-runs are small.

Wrights Excavation, Inc. is currently on the VTrans prequalification list. As a result of this bid analysis, we are recommending that the project should be awarded to the low bidder, Wrights Excavation, Inc. for the amount of \$108,875.00. The low bid offers no advantage to the contractor or disadvantage to the town.

Please feel free to call if you have any questions or would like any additional information. If the bid analysis and our recommendation are acceptable, please sign in the space provided below. This will authorize the Town of Bakersfield to proceed with signing a contract with Wright Excavating, Inc. for the amount of \$108,875.00.

Jon Kaplan, Bicycle and Pedestrian Program Manager
Vermont Agency of Transportation

Sincerely,



Bethany Remmers
Municipal Project Manager

cc: Bakersfield Selectboard
Kim Ruggiano, Bakersfield Sidewalk Committee

Appendix AB
Construction Inspection Checklist & Issues to Discuss

LTF CONSTRUCTION INSPECTION CHECK LIST

Administrative

- Progress Schedule – submitted by Contractor
- Progress plotted in bi-weekly estimate – Resident Inspector
- Approved Staging Areas & Waste & Borrow Sites
- Emergency Contact(s) Identified
- Subcontractor List & Approvals
- Adherence to Federal Form 1273
- Daily Reports (men, materials, equipment & work, weather)
- Submittal of Certified Payrolls (Davis-Bacon)
- Record Keeping (quantity calculations, etc.)
- Change Orders (Significant cost under/overruns)
- Shop Drawings – (Bridge Materials to VTrans)
- Material Certification & Testing (QA/QC, Buy America)
- Flagger Certifications

Site Review

- Traffic Control – Construction Signing
- VOSHA
- Erosion Control
- Permit Conditions (Wetlands, Historic & Archeological Site Protection)
- Job Site Posters
- ADA Compliance

Construction Closeout

- Notice of Substantial Completion
- Final Inspection
- Completion & Acceptance Letter
- Final Quantities
- Liquidated Damages
- Release of Retainage
- As-Built Plans & Electronic Files

May, 2003

Issues to discuss with Construction Inspectors

For change orders, are you conducting an independent analysis of costs and providing that with other CO documentation?

Are you confirming that the contractor is providing proper certified payrolls and that they are submitted on time?

If Davis-Bacon wage rates apply, are you verifying that the rates are being met?

Are you noting in daily records the traffic control measures that are in place, including work zone accommodation of pedestrian traffic (if applicable)?

Do project files include documentation of all material certifications and test results for items for which the contractor has requested payment?

Is there documentation of your approval of subcontractors?

Is the poster board clearly visible on the project site and does it contain all the required posters?

Do daily reports clearly document and verify quantities that were installed and relate these quantities to project pay items?

Is there documentation that confirms pay item quantities i.e. slips from paving trucks, concrete trucks?

If flaggers are being used on the project, has their certification been verified?

Are Erosion prevention and sediment control measures being checked and adjusted to minimize the impacts of construction site runoff?

Is there documentation of any waste, borrow and staging areas that were not part of the contract plans?

Are as-built plans being maintained?

Appendix AC
Preconstruction Conference Checklist

Pre-Construction Conference Checklist:

Town/ Construction Inspector –

Done ✓

Name of Full Time Municipal/Project Sponsor Employee in Responsible Charge:	
Name of Testing Firm:	
Importance of project files/ record	
Discussion of Specifications to be used on project and how they must be strictly adhered to	
Review Items that need Certifications as well as no payment until received	
Review Items that need testing and the frequency - no payment until there is a compliant test result	
Importance of keeping accurate daily records or project progress. A notation of work zone traffic control should be made on a daily basis.	
Review of Buy America provisions. If contractor proposes nominal use of foreign material per 23 CFR 635.410, they need to document and submit a request for concurrence. Town needs to receive supporting documentation that Buy America provisions have been met from contractor and retain in files.	
Review whether or not any permit conditions need to be complied with	
Review temporary EPSC requirements and the need to coordinate with ANR if disturbance \geq 1 acre. Also, Low Risk Handbook.	
Importance of Traffic Control Plan and Work Zone Safety & Mobility. CI will need to ensure all in compliance through memo to file.	
Waste, borrow & staging areas – Approved by VTrans prior to use	
No change in design without a written order from CI to the contractor.	
Change Orders – Need for independent estimate for new items added to contract	
Final Inspection/ Completion and Acceptance	

Preconstruction Conference with Contractor –

Done ✓

<p>Introductions – explanation of respective roles</p>	
<p>Completion Date:</p> <ul style="list-style-type: none"> • Interim completion dates? • Liquidated damages, only assessed up to Substantial Completion, 108.12 • Inspection of work does not relieve contractor of his/her duties of maintaining project. See 105.17 – 105.19 inclusive. 	
<p>Civil Rights Issues –</p> <ul style="list-style-type: none"> • Davis Bacon Rates, certified payrolls – provide copies of rates to all subcontractors • Prompt Pay 9 V.S.A. § 4002 & 4003 • Poster package – must be displayed during working hours in a location easily visible by employees 	
<p>Review of project special provisions and use of VTrans 2011 Standard Specifications for Construction</p> <ul style="list-style-type: none"> • Any special provisions that warrant discussion? • Contract document precedence, 105.05 	
<p>Submittals/Shop Drawings:</p> <ul style="list-style-type: none"> • See Section 105.03 • Discuss shop drawing review process 	
<p>Subcontractors</p> <ul style="list-style-type: none"> • Any subs on project must be approved by construction inspector and approvals filed. • Prime contractor must retain 50% of the value of the contract 	
<p>Construction Schedule</p> <ul style="list-style-type: none"> • 108.03, Submit CPM schedule within 10 days of contract award • Must be submitted prior to work starting and approved by CI • Must be updated as necessary by progression of work 	
<p>Contractor Emergency Contacts and Competent Safety Officer:</p> <ul style="list-style-type: none"> • Contractor to provide this information to the CI 	
<p>Materials testing and certification</p> <ul style="list-style-type: none"> • Package (to be) delivered to CI and shared with contractor • Some materials HAVE to come off of Approved Products List, be sure to check Section 700. Recorded on form TA 556 • Annual “Advance Certification” no certification required. Recorded on form TA 555 • No payment until compliant test result and/or certification 	

<ul style="list-style-type: none"> • Fabricators/suppliers should be aware of certification/testing requirements • Minor quantities – can be approved without testing/sampling at discretion of CI, see Materials Sampling Manual 	
<p>Stockpiled Materials</p> <ul style="list-style-type: none"> • Must be approved by CI, see 106.09 • See Guidebook Appendix for request form 	
<p>Waste, borrow and staging areas</p> <ul style="list-style-type: none"> • Applications for new areas require 21 days • Applications available on Env Section website or through Municipal Assistance Bureau representative • Exempt within project construction limits or in conformance with other exempt sites (see VTrans Offsite Activity Exemption Record) 	
<p>Buy America</p> <ul style="list-style-type: none"> • Standard Spec 107.22 • Any steel or iron product permanently incorporated into the project must be 100% domestic content • A nominal amount of foreign steel is allowed per 23 CFR 635.410, greater of \$2500 or 1/10 of 1% of contract value. If used this amount needs to be documented and submitted to VTrans for concurrence. 	
<p>Permit conditions that must be complied with</p> <ul style="list-style-type: none"> • List each permit. All should be included in bid documents. • Discussion of any special conditions on each of the permits 	
<p>Erosion Prevention Sediment Control</p> <ul style="list-style-type: none"> • Project currently permitted as: non-jurisdictional, low risk, moderate risk or individual permit • If over 1 acre of disturbance contractor must sign on to permit as Principal operator • At minimum contractor must follow ANR Low Risk Handbook at all times 	
<p>Traffic Control Plan</p> <ul style="list-style-type: none"> • Must be submitted to CI prior to work starting for approval, typically min of 14 days prior • CI to make changes if plan is not working, cost incidental to TC item(s) 	
<p>Access Permit - 19 V.S.A. §1111 (if applicable)</p> <ul style="list-style-type: none"> • Contractor must sign onto permit • Be aware of work period noted on permit • Special conditions 	
<p>Good public relations</p> <ul style="list-style-type: none"> • Traveling public • Abutting property owners • Business owners (if applicable) 	

<p>Legal Loads</p> <ul style="list-style-type: none"> • Must be legally loaded or have permit for overload 	
<p>ROW Discussion</p> <ul style="list-style-type: none"> • Must stay within ROW limits of plans unless contractor obtains permission. • Copies of property owner permission to be provided to CI 	
<p>Claims Process</p> <ul style="list-style-type: none"> • See special provision 105.20 	
<p>Change Orders</p> <ul style="list-style-type: none"> • Typically initiated in the field between CI and contractor • Eligibility to be determined by VTrans project mgr • CI to provide independent estimate for new items • VTrans is to be final signature 	
<p>Final Inspection</p> <ul style="list-style-type: none"> • Final inspection of project to occur at the end of project, all invitees from pre-construction meeting to be invited 	

Appendix AD

Emergency Contact – 511 Form & Notification of Roadway Restriction

Emergency Contact & 511 Information

Input Form

Instructions:

Tab Through Form, completing all Gray fields that apply. When Complete please send and electronic version to your regional office.

Project Name & Number:			
Resident Engineer:	Name	Field Office #	
	Cell #	Fax #	
	Pager #	Reg Office #	
Project Field Office Address:			
Description of Project:			
State Route, Interstate, or Bridge Number(s)			
Location Specifics: Use a MM, Exit No., or other identifier when possible. Include Town or City.			
Lane Closure or Roadway Restrictions:			
Type of Detour (Choose One)	All Traffic	Cars Only	
	Trucks Only	Other	
Details & Specifics:			
Duration of Construction or Restriction(s)	Anticipated Begin Date	Anticipated End Date	
Days of Operation (including weekends)			
Hours of Operation (specify day or night hours)			
Traffic Control or Restrictions In-Place	Flaggers	Temporary Signal	
	Speed Enforcement	Other	
Please check all that apply with an "X"			
Delay Status (Choose One)	Short	Long	
Regional Construction Engineer	Name		
Contact Information	Cell #	Regional Office	
Construction Engineer (Headquarters)	David Hoynes 802-828-2593 (Main Desk)		
Name & Address of Contractor			
Superintendent	Name	Contact #	
Emergency Contact Information (after hours)	Name	Contact #	
Contractors Competent Person	Name	Contact #	
Contractors Safety Officer	Name	Contact #	
Public Relations Contact	Name	Contact #	
Miscellaneous Information			
Any changes during the course of the project should be directed to Transportation Operations Center at 828-2648. Also, please send an electronic version to your Regional Office.			

Notification of Roadway Restrictions

PROJECT NAME: _____ PROJECT NUMBER: _____

EXACT LOCATION: _____

ROUTE No. _____ BRIDGE: _____

LENGTH OF PROJECT: _____

WIDTH OF LANE AT NARROWEST POINT: (SEE NOTE 1 BELOW) _____ FEET

TWO-WAY TRAFFIC ON BRIDGE AND TWO-WAY DETOUR: _____

WHICH LANE IS CLOSED: _____

NATURE OF CONSTRUCTION: _____

SPEED LIMIT THROUGH PROJECT AREA: _____ M.P.H.

SURFACE-PAVED or UNPAVED?: _____

EXPECTED DURATION FROM: _____ TO _____
(month/day/year) (month/day/year)

CURVE INVOLVED? YES _____ NO _____

RECOMMEND SHORTER LENGTH OF TRUCK? _____ FEET

OTHER COMMENTS: _____

BE SURE TO TURN OVER AND FILL OUT THE BACK OF THIS SHEET ALSO. THANKS.

Notification of Roadway Restrictions

Page 2

PROJECT NAME: _____ PROJECT NUMBER: _____

RESIDENT ENGINEER: _____

WORK TRAILER PHONE NUMBER: _____

IS RESTRICTION DAYTIME ONLY, OR DAY AND NIGHT? _____

NOTES:

When giving the width of lane DO NOT build in an allowance for safety, etc. as this is done in Engineering. For example: If you have jersey barrier on both sides and there is a measured distance of 14' 0" between the two sides, do not put in less than the 14' distance under width of lane at narrowest point. Engineering has set standards for various load types for the required width needed for these moves.

Restrictions must be completed and sent to the Construction office. Resident Engineer to fax a copy to Motor Vehicles' Oversize Permit Section. **The Resident Engineer is responsible for submitting these with enough lead time to ensure that DMV has a MINIMUM of two weeks notice prior to the restriction taking effect.**

This sheet is intended to be used for long term restrictions such as one-way traffic on bridges and one-way detours, but not for daily restrictions controlled by flaggers of Uniformed Traffic Officers UNLESS oversized vehicles will not be able to pass through.

When in doubt, ASK. If you have questions or concerns please call 828-2593.

c Communications/Operations – National Life Building
(Larry Dodge larry.dodge@state.vt.us and Gregory Fox gregory.fox@state.vt.us)
Montpelier Project Files
Motor Vehicle Oversize Permit Section (Fax Number 828-5418)
(Donna Earle donna.earle@state.vt.us; Kim Plante kim.plante@state.vt.us; and
Kevin Andrews kevin.andrews@state.vt.us)
Project File/Regional Secretary – Original
Resident Engineer
Structures Section, Pam Thurber
Traffic Operations, Bruce Nyquist
Traffic Operations, Amy Gamble and Mario DuPigny-Giroux

Appendix AE
Stockpiled Material Request Form

Stockpiled Material Request – VTrans Construction Spec 106.09

1. Date of written request (letter or email) by contractor _____ (Please attach copy)
2. Contract Pay Item Number _____
3. Quantity to be stockpiled _____
4. Value of quantity to be stockpiled (to be supported by invoices) \$ _____ (Note: Value of stockpiled amount not to exceed 75% of total bid amount for that item.)
5. Total contract amount for this item \$ _____

Note: Payment for stockpiling is **not allowed for items** with a contract **total amount less than \$25,000**

6. Material certification or passing sample (date) _____ (Attach documentation)
7. Documentation provided showing ownership of material, without encumbrances, in the name of the Contractor for the benefit of the Owner. (Attach documentation)
8. Statement that material shall be clearly marked to identify the project in which it will be incorporated and shall be available for inspection by Owner.
9. Location where and conditions under which the material will be stockpiled (Attach documentation).

Approved: _____ Date: _____

Owner's Representative

Appendix AF
Damages During Construction

Damages During Construction

June 20, 2008

Construction Staff,

Statement of the Issue:

At spring meeting I promised to provide you guidance on how to deal with damage that occurs to a project, when we should reimburse the contractor for such damage, and the process to do so. Since summer officially began last Friday I thought it about time to get this to you.

The relevant section of the 2006 *Standard Specifications for Construction* is Subsection 107.18 CONTRACTOR'S RESPONSIBILITY FOR WORK. Paragraph (a) General states the following:

“Until acceptance of the project by the Engineer the Contractor shall be responsible therefore and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work before acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of a public enemy, or governmental authorities. For purposes of this paragraph the term work shall exclude Contractor owned, rented, leased, materials, equipment and incidentals.”

So, the quick interpretation is that if the damage is not in any way the fault of the contractor, the Agency will reimburse the contractor the cost to rebuild, repair, or restore the work. Key here are the phrases ***“unforeseeable causes beyond the control of and without the fault or negligence of the Contractor.”*** Whether this condition is met can only be determined on a case by case basis.

Also, the Agency will not reimburse the Contractor ***for “Contractor owned, rented, leased, materials, equipment and incidentals.”*** The contractors need to carry their own insurance on these items. So, under no circumstances will the Agency reimburse a contractor for rebuilding, repairing, or replacing such items.

Guidance As Examples:

Therefore, a determination must be made in each instance if the damage is ***“beyond the control of and without the fault or negligence of the Contractor”***. Use the following examples as guidance. All examples are during the construction of a project before the work is accepted.

Example 1.

A citizen turns onto new pavement from a side road, and containers of diesel fuel in the vehicle tip over and proceed to spill diesel fuel on the new pavement, causing damage. All necessary and proper traffic control features according to the Contract were in place, and the transition from the side road to the project was a properly prepared fillet providing a smooth transition. The damage requires that the pavement be removed and replaced. In this case the Agency would cover the cost to repair this work.

On the other hand, if the situation shows that the contractor is at fault – for example, if necessary and proper traffic control was not in place, resulting in the citizen becoming confused and driving in a location not intended for traffic or the transition from the side road to the project was not smooth – the Agency would most likely determine that it would not pay to remove and replace the damaged pavement.

Example 2.

Delineators are installed per the project plans. Some of the delineators are knocked over by mowing operations of the Agency or a third party not a subcontractor of the prime contractor. In this case the Agency would cover the cost to repair this work.

Again, if the contractor is at fault – for example, the damage was done by the subcontractor hired to perform the mowing – the Agency would likely determine that it would not pay for repair/replacement of the damaged delineators.

Example 3.

Guardrail and end sections are installed per the project plans. The project spans two seasons, and during the winter, when the project is inactive, terminal sections are destroyed and panels are damaged due to motor vehicle crashes and/or plow damage other than by the contractor. In this case the Agency would cover the cost to repair this work.

Example 4.

A section of road is being reclaimed. After normal work hours, a severe storm cause damage to the roadway, creating potholes and washouts. The contractor returns to the project the morning of the next business day and finds that a crash occurred damaging a signal pole. While the storm is an act of God, the contractor failed to return to the project during or immediately after the storm to inspect and maintain the project so it was safe and traversable. The Agency would not reimburse the contractor for repair/replacement of the signal pole.

Example 5.

On a day when severe storms are predicted, the contractor proceeds to commence installation of a large culvert. When a storm arrives, the contractor suspends operation and the storm proceeds to overpower the stream diversion, undermine the work, wash the culvert downstream and damage it. Again, while the storm is an act of God, the contractor chose to proceed despite the weather forecast. The contractor cannot be determined to be without fault and should not be reimbursed for repair/replacement/restoration of the damaged culvert.

Example 6

The location of a utility conduit is changed slightly because of interference with other utilities. The guard rail subcontractor drives guard rail posts through the conduit and damages the conduit and communication lines. The Agency would not reimburse the contractor for repair/replacement of the conduit (or the damaged communications lines). The prime contractor knew the new location and was responsible to complete the work without harm to the project or other property.

Example 7

A paver breaks a hydraulic hose and leaks hydraulic fluid. The Agency would not reimburse the contractor for repairs to the work or equipment.

The Process:

The process once damage is discovered is as follows:

1. Have the contractor immediately track down the responsible party(ies) and gather all possible information concerning the damage. This will include information such as police reports, eyewitness accounts, and inquiry of the Agency's Operations (Maintenance) staff and others.

2. Notify the contractor that no decision has been made as to who will be responsible for the cost of repair/replacement/restoration of the work and that the first step is to try to determine who did the damage and the circumstances that resulted in the damage.

The point is that until the Agency can determine whether the damage was ***“beyond the control of and without the fault or negligence of the Contractor,”*** the contractor needs to protect its interests; that includes finding out as much information as possible regarding the circumstances of the event(s) that caused the damage.

3. Notify the contractor that its failure to adequately investigate and report information may result in a finding of fault or negligence on its part.

4. The Resident Engineer will discuss the situation and issues with the Regional Construction Engineer with the goal of determining whether the Agency should pay for the repair/replacement/restoration of the work.

5. If the Agency determines the damage was ***“beyond the control of and without the fault or negligence of the Contractor,”*** in addition to paying the cost to repair/replace/restore the work, the Resident Engineer will provide all information concerning the event to Risk Management.

6. If the Agency determines the damage was not ***“beyond the control of and without the fault or negligence of the Contractor,”*** the Resident Engineer will notify the contractor in writing of the Agency’s decision. As always, the contractor has the right to file a claim if it so wishes.

7. The Resident Engineer shall contact Operations staff (Maintenance District or Area) to determine what, if anything Operations staff know concerning the event. The same is true for law enforcement and emergency personnel, both local or State. In an appropriate situation, doing so will also serve as a check on the thoroughness of the contractor’s efforts to obtain the relevant information.

8. Also, people who do damage to State property – usually guard rail and light posts, but not limited to them – are sometimes pursued for the damage by Operations or Risk Management. If the Agency holds a contractor responsible for damage and is later reimbursed by the person responsible for the damage, we need to make sure the contractor is reimbursed to the extent the State is.

I hope this helps clarify Subsection 107.18 of the *Standard Specifications*. Each case must be looked at individually, as no two are alike. I will be providing a copy of this message to AGC so most of our contractors will be aware of the process.

If you have comments please discuss with your Regional Construction Engineer.

David J. Hoyne P.E.
Construction Engineer
Vermont Agency of Transportation

Appendix AG
Project/Scoping Certification and Acceptance Letter(s)

**LOCAL PROJECT
CERTIFICATION & ACCEPTANCE LETTER**

Date _____

Local Projects Project Supervisor
Municipal Assistance Bureau
Vermont Agency of Transportation
One National Life Drive
Montpelier, VT 05633-5001

Project: _____

Dear Local Projects Supervisor,

A final inspection of the project noted above has been completed. The work on the Project has been performed within the requirements of all federal, state, and local laws, ordinances and regulations

applicable to the Project as certified by _____
Construction Resident
and is hereby accepted by the _____ as of this date.
Municipality

We confirm that final **total** project costs, including costs for which reimbursement was not sought, are as follow:

Preliminary Engineering	\$
Right-of-Way	\$
Construction	\$
Construction Engineering	\$

Sincerely,

Signature of Authorized Municipal Official

Title

Date

**SCOPING STUDY
CERTIFICATION & ACCEPTANCE LETTER**

Date

Local Projects Supervisor
Municipal Assistance Bureau
Vermont Agency of Transportation
One National Life Drive
Montpelier, VT 05633-5001

Project:

Dear Local Projects Supervisor,

A final Scoping Report of the project noted above has been completed and submitted to the Town and Agency. The work on the described in the Request for Proposal has been performed within the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project as certified

by _____ and is hereby accepted

Local Project Manager

by the _____ as of this date.

Municipality

We confirm that the final **total** Scoping Study costs, including costs for which reimbursement was not sought, are as follow:

Preliminary Engineering

\$ _____

Sincerely,

Signature of Authorized Municipal Official

Title

Date

REVISIONS

APP-1 Revision to Local Projects Guidebook Appendices
9/12/2017

VTRANS DISCONTINUANCE OF QUALIFIED CONSULTANT LIST

(VTrans is discontinuing publication of what was formerly referenced as the “Qualified Consultant List with Categories.”.)

Page 14: Appendix C (Example Request for Qualifications for Design Engineer)

~~All prospective consultants and sub-consultants must be on the VTrans qualified list, or found eligible for addition to that list.~~

REGISTRATION WITH THE SECRETARY OF STATE'S OFFICE

(Secretary of State contact information is updated.)

Page 14: Appendix C (Example Request for Qualifications for Design Engineer)

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, ~~128 109~~ State Street, Montpelier, VT ~~0563305609~~-1104. ~~The fee is \$20.00.~~ The telephone number is (802) 828-2386 or (888) 647-4582. **The Consultant may also register online at www.vtsosonline.com/online.** The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Page 27: Appendix D (Example Bike/Ped Scoping Study RFP & SOW)

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-~~11041101~~. The telephone number is (802) 828-~~23862363~~ or (888) 647-4582. **The Consultant may also register online at www.vtsosonline.com/online.** The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Page 118: Appendix Y (Sample Construction Inspection RFP)

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street ~~26 Terrace Street~~, Montpelier, VT ~~0563305609~~-1104. The telephone number is (802) 828-2386 or (888) 647-4582. **The Consultant may also register online at www.vtsosonline.com/online.** The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Page 125: Appendix Y (Sample Construction Inspection Request for Qualifications (RFQ))

The Consultant, **prior to being** awarded this contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont ~~within fourteen (14) days of notification of award~~, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, ~~128 State Street 26 Terrace Street~~, Montpelier, VT ~~0563305609~~-1104. The telephone number is (802) 828-2386 or (888) 647-4582. **The Consultant may also register online at www.vtsosonline.com/online.** The Town of **XXX** will NOT execute the contract until the consultant is registered with the Secretary of State's Office.

APP-3 Revision to Local Projects Guidebook Appendices
4/10/2018

LOCAL PROJECT CERTIFICATION AND ACCEPTANCE
SCOPING STUDY CERTIFICATION AND ACCEPTANCE
(Statement for records retention requirements added)

See revisions in the next two pages.

Date _____

Local Projects Supervisor
Municipal Assistance Bureau
Vermont Agency of Transportation
1 National Life Drive
Montpelier, VT 05633-5001

RE: LOCAL PROJECT CERTIFICATION AND ACCEPTANCE

Project: _____

Dear Project Supervisor,

A final inspection of the project noted above has been completed. The work on the Project has been performed within the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project as certified by _____ and is hereby accepted by the _____ as of this date.

Construction Resident Inspector

Municipality

We confirm that final **total** project costs, including costs for which reimbursement was not sought, are as follows:

Preliminary Engineering	\$
Right-of-Way	\$
Construction	\$
Construction Engineering	\$
Other	\$

We will retain the project records as required by the project agreement, federal and state regulations. The records retention period consists of a minimum of three years. If any litigation, claim, audit or other action involving the records starts before the expiration of the three-year period, the records shall be retained until all litigations, claims or audit findings have been resolved, whichever is later. For projects with warranty work, the records shall be retained until the end of the warranty period, when the warranty period is longer than the three-year period. The warranty period may be extended in case where repairs or replacements are affected causing the reinstatement of the warranty, or if our local policies require a longer retention period.

As this project had federal funds participation, the records retention period starts on the final voucher date (the date when VTrans finalizes the financial reconciliation with Federal Highway Administration). VTrans will send a notification with the final voucher date.

Sincerely,

Signature of Authorized Municipal Official

Title

Date

Date _____

Local Projects Supervisor
Municipal Assistance Bureau
Vermont Agency of Transportation
1 National Life Drive
Montpelier, VT 05633-5001

RE: SCOPING STUDY CERTIFICATION AND ACCEPTANCE

Project: _____

Dear Project Supervisor,

A final Scoping Report of the project noted above has been completed and submitted to the Town and Agency. The work on the described in the Request for Proposal has been performed within the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project as certified by _____ and is hereby accepted by the _____ as of this date.

Municipal Project Manager

Municipality

We confirm that the final **total** Scoping Study costs, including costs for which reimbursement was not sought, are as follows:

Preliminary Engineering \$

We will retain the project records as required by the project agreement, federal and state regulations. The records retention period consists of a minimum of three years. If any litigation, claim, audit or other action involving the records starts before the expiration of the three-year period, the records shall be retained until all litigations, claims or audit findings have been resolved, whichever is later. For projects with warranty work, the records shall be retained until the end of the warranty period, when the warranty period is longer than the three-year period. The warranty period may be extended in case where repairs or replacements are affected causing the reinstatement of the warranty, or if our local policies require a longer retention period.

As this project had federal funds participation, the records retention period starts on the final voucher date (the date when VTrans finalizes the financial reconciliation with Federal Highway Administration). VTrans will send a notification with the final voucher date.

Sincerely,

Signature of Authorized Municipal Official

Title

Date