

Town of Bristol
Agreement for Consultant Engineering Services
with
DuBois & King, Inc.

This AGREEMENT is made this 11th day of July 2023, by and between the Town of Bristol, hereinafter referred to as the MUNICIPALITY and DuBois & King, Inc., a Vermont corporation, with its principal place of business at 28 North Main Street / P.O. Box 339, Randolph, VT 05060, 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, bid services, and provide design engineering services during the construction phase for the Basin Street Improvements Project, VTrans Project # TAP TA 22(1) and Downtown Transportation Fund project # 07110-DTF-2022-04.

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 for the successful completion of the construction project under consideration as set forth in the MUNICIPALITY's Request for Qualifications, dated February 22, 2023, the CONSULTANT's Statement of Qualifications, dated March 22, 2023, the MUNICIPALITY's Request for Proposal Scope of Services, dated May 12, 2023, the CONSULTANT's Scope of Work and Cost Proposal, dated June 2, 2023, and the "Specifications for Contractor Services" dated June 2014 (Updated May 2019); 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: December 31, 2028.

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, in accordance with the proposed hourly labor rates, general administrative costs, subconsultant fees, travel reimbursement and other and reimbursable expenses as stated in the CONSULTANT's proposal attached.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of **\$ 246,763.00.**

4. PAYMENT PROCEDURES

Invoices shall be submitted electronically to Patrick Travers, Municipal Project Manager, at ptravers@gpinet.com.

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

DuBois & King, Inc.

28 North Main Street / P.O. Box 339, Randolph, VT 05060

By: _____

Title: President

Town of Bristol

By: _____

Title: Town Administrator

Date: _____

Enclosures:

- Municipality's Request for Qualifications, dated February 22, 2023
- Consultant's Statement of Qualifications, dated March 22, 2023
- Municipality's Request for Proposal and Scope of Services, dated May 12, 2023
- Consultant's Proposal and Scope of Services, dated June 2, 2023
- Certificate of Insurance
- Specifications for Contractor Services (VTrans Local Projects Guidebook Appendix E)
- Conflict of Interest Form
- Debarment and Non-Collusion Form
- Certification for Federal-Aid Contracts (DOT Form 272-040 EF)
- Certification Regarding Lobbying
- Contractor's EEO Certification Form (CA-109)
- Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)

**Basin Street Improvement Project, Bristol TAP TA 22(1) and
07110-DTF-2022-04**

**Request for Qualifications
Design Engineering Services
Town of Bristol, Vermont**

Date Issued: February 22, 2023

Date Due: March 22, 2023 at 4:00 PM

Contact person: Patrick Travers, MPM, (802) 782-3354, ptravers@gpinet.com

All questions related to this Request for Qualifications shall be addressed, in writing, to the MPM no later than 5 business days prior to the Date Due above.

I. INTRODUCTION

The Town of Bristol is requesting Statements of Qualifications (SOQ)s from engineering firms (Consultants) for engineering services for the **Basin Street Improvement Project** in the Town of Bristol. The Town is seeking a Consultant or Consultant Team with expertise in design, engineering, and permitting of roadway and stormwater improvements. 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 or Consultant Team 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.

The project is funded in part by the Federal Highway Administration (FHA) through the Vermont Agency of Transportation (VTrans) Municipal Assistance Section (MAS) Transportation Alternatives Program (TAP) grant, through the Vermont Agency of Commerce and Community Development Downtown Transportation Fund (DTF) grant and Clean Water Initiatives grant, and the Town of Bristol.

The owner of the project is the Town of Bristol. The project is managed locally by **Patrick Travers**, Municipal Project Manager (MPM), working in conjunction with the Town Administrator, Valerie Capels. The ultimate authority for the design engineering consultant during the project rests with the Town of Bristol Selectboard, through its Municipal Project Manager (MPM) and Town Administrator.

Project development must follow the VTrans Municipal Assistance Section (MAS) process. Questions related to the MAS project development process can be answered by the VTrans Project Manager, Peter Pochop, Municipal Assistance Section, by phone at (802) 477-3123 or email at Peter.Pochop@vermont.gov.

II. PROJECT REQUIREMENTS

All work will be accomplished in accordance with the following:

- MAS Guidebook for Municipally Managed Projects (found on the VTrans MAS website <https://vtrans.vermont.gov/highway/local-projects>).
- MAS Project Development Process flow chart (found on the VTrans MAS website).
- Specifications for Contractor Services (found on the VTrans MAS website).

III. PROJECT DESCRIPTION

The purpose of the Basin Street Improvement Project is to stabilize a sloughing slope embankment along Main Street, improve stormwater drainage in the area to mitigate erosion issues, and reconfigure the intersection of Basin Street, Main Street, and East Street to make it safer for motorists and pedestrians.

Basin Street is located at the intersection where Main Street becomes East Street (VT Route 17/116), just east of Bristol's Central Business District. Across from Basin Street at this intersection is Mountain Street.

Basin Street meets Main Street and East Street at a 20% slope, thereby making it very difficult for motorists to have a sufficient sight line when turning right onto East Street or turning left onto Main Street. The existing crosswalk traversing the top of Basin Street is at that same 20% pitch, which is a challenge for wheelchair users and pedestrians to negotiate. With current drainage patterns and the lack of an adequate stormwater collection system, a chronic erosion problem exists at the embankment at Main Street, just west of its intersection with Basin Street. Sloughing of the slope has been a recurring problem, which has required the Town to routinely repair and reconstruct the roadway shoulder, adjacent sidewalk, and guardrail that runs along the crest of the embankment. Likely exacerbating the sloughing situation, the Town has routinely used the embankment area as a location to dump snow and construction debris.

A preliminary engineering study of the area was conducted in 2008 by Green Mountain Engineering and updated in 2019. The study, which will be made available to interested consultants, assessed current conditions, and presented potential solutions to control runoff, mitigate erosion and improve the Basin Street / Main Street / East Street intersection.

IV. QUALIFICATIONS BASED SELECTION PROCESS (QBS)

Design 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.**

V. SUBMISSION REQUIREMENTS

Please furnish one electronic copy of the Statement of Qualifications, as a PDF document, 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 Basin Street Improvement Project. SOQs should include the proposed project team, technical abilities, examples of previous projects, references, a proposed schedule and any other information that you consider important. SOQs 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.

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

VI. SELECTION

A Selection Committee consisting of the Town Administrator, the MPM, the VTrans Project Manager, and project area stakeholders will review all Statements of Qualifications received. That Selection Committee will make a recommendation to the Town of Bristol Selectboard to award a contract.

The Selection Committee will review and evaluate all Statements of Qualifications based on the following criteria:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of the Project	3	5	15
Knowledge of the Project Area	1	5	5
Availability of Technical Disciplines	4	5	20
Qualifications / Experience of Proposed Staff	3	5	15
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

Interviews with selected consultants may begin shortly afterward and the selection of the most qualified firm and negotiations with that firm are anticipated to conclude sometime in April 2023. An anticipated start date for the project would be May 1, 2023. Notification to all responding firms of the selection will follow immediately upon the decision of the Town of Bristol Selectboard.

The Committee will review and evaluate each statement of qualifications, based on the criteria above. Firms will then be ranked accordingly. The Selection Committee may decide to short list the highest ranked firms and request interviews 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 from the highest ranked firm and negotiations will begin. 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. The selection of the Consultant or Consultant Team shall be made without regard to race, color, gender, sexual orientation, gender expression, age, religion, national origin, or political affiliation. The Town is an Equal Opportunity Employer and encourages responses from qualified minority and woman-owned businesses.

VII. SUBMISSIONS

Consultants interested in this project should submit their qualifications statements (SOQs) to the contact name and address indicated below **no later than 4:00 PM, Wednesday, March 22, 2023.**

SOQs shall be submitted as an electronic submission via e-mail, to Patrick Travers, MPM, at ptravers@gpinet.com The email transmission shall be clearly identified as an SOQ, including the project name. Please inform the Contact Person prior to submission to avoid the proposal being relegated to their spam or junk email files.

Statements of Qualifications and/or modifications received after the date and time due will not be accepted or reviewed. No facsimile machine transmitted proposals will be accepted.

The Statement of Qualifications, upon submission, becomes the property of the Town of Bristol. The expense of preparing and submitting a Statement of Qualifications is the sole responsibility of the consultant. The Town reserves the right to reject the Statement of Qualifications received, to negotiate with any qualified source, or to cancel in part or in its

entirety this RFQ as in the best interest of the Town. This solicitation in no way obligates the Town to award a contract.

VIII. 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 not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.vtsosonline.com/online>.

The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

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 any resulting Request for Proposal. It is expected that the consultant will make good faith efforts to solicit DBE sub-consultants.

If the award of the contract aggrieves any firms, they may appeal in writing to the Town of Bristol Selectboard, P.O. Box 249, One South Street, Bristol, VT 05443. 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.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Specifications for Contractor Services located in the Municipal Assistance Section website. The certificate of insurance coverage shall be documented on forms acceptable to the Town.



*Basin Street Image Credit:
<https://www.facebook.com/groups/bristolmemories>
posted March 11, 2023*

BRISTOL

Basin Street Improvement Project Proposal

March 22, 2023





628915X
March 22, 2023

Patrick Travers, MPM
Town of Bristol
ptravers@gpinet.com

Subject: Basin Street Improvement Project

Dear Mr. Travers and the Selection Committee:

The Town of Bristol (Town) is seeking consulting engineering services for design, engineering, and permitting of roadway and stormwater improvements for the Basin Street Improvement Project. A preliminary engineering study of the area was conducted in 2008 and updated in 2019. The study assessed current conditions and presented potential solutions to control runoff, mitigate erosion, and improve the Basin Street/Main Street/East Street intersection.

The slope and configuration of Basin Street have been a challenge, and the Town seeks a design to improve erosion and sloughing, stormwater infrastructure, motorist and pedestrian safety, and maintenance needs and costs for this downtown intersection. DuBois & King (D&K) has provided services in the Town for years, including on other slope, pedestrian, and roadway projects. We are pleased to present our proposal to continue to serve Bristol.

D&K is a multidisciplinary consulting firm with 61 years of experience serving Vermont municipalities for infrastructure improvement projects, including providing transportation and traffic engineering services. D&K is familiar with the regulations that follow the funding process for the Federal Highway Administration (FHWA) through the Vermont Agency of Transportation Municipal Assistance Section (MAS) Transportation Alternatives Program (TAP) grant, the Vermont Agency of Commerce and Community Development Downtown Transportation Fund (DTF) grant, the Clean Water Initiatives grant, and other funding programs. D&K possesses the ability and experience to assist the Town with this project. Our project team comprises professionals with experience in transportation planning and engineering on projects for the Town of Bristol, regional planning commissions, and other municipalities and state agencies.

I will serve as Project Manager and the main Point-of-Contact for this project. I have 27 years of experience managing and designing transportation improvement projects and have worked on projects funded through state and federal sources, including Bristol's Village Green, Sidewalk Feasibility Study, and the VT 116 Class 1 Paving project. My roadway experience includes the reconstruction of local roadways and state highways, resurfacing and safety improvements for interstate highways, intersection improvements, pathways, and sidewalks. Brian Breslend, PE, will provide quality control for this project. Brian has 15 years of experience providing project management and design services for municipal infrastructure projects.

Thank you for considering the D&K team for the Basin Street Improvement Project. We appreciate the opportunity to continue to assist the Town. If you have any questions or require additional information, please do not hesitate to contact me at (802) 728-7228 or clathrop@dubois-king.com.

Sincerely,
DuBois & King, Inc.

Christopher Lathrop, PE
Project Manager



Existing conditions at Peavine Boulevard Embankment Repair project in Bethel, VT. D&K provided design for the project, which resulted in the successful constructed repair, as shown in the Representative Experience section.

Project Understanding and Approach

D&K understands that the Town seeks a consultant to provide engineering services to address multiple issues at the Basin Street/Main Street/East Street intersection. The Town's stated project goals are to stabilize the sloughing slope embankment, improve stormwater infrastructure to mitigate erosion, and modify the intersection to improve the line of sight for vehicular traffic and make navigating the intersection easier for persons with disabilities, pedestrians, other non-vehicle traffic, and motorists.

Basin Street intersects Main and East Streets at a 20% slope. Mountain Street is slightly offset from the intersection across from Basin Street. Due to the steep slope, motorists have a very limited line of sight when making turns onto either East Street to the right or Main Street to the left. There is a crosswalk at the Basin Street intersection with a 20% pitch making it difficult for pedestrians, cyclists, or those using a wheelchair or pushing a stroller to successfully navigate.

The area lacks an adequate stormwater collection system, and current drainage patterns have led to substantial erosion. The embankment is chronically sloughing and frequently requires the Town to invest time and resources into routine repairs. The area of the embankment is utilized by the Town to dump snow and construction debris.

From our team members' personal experience navigating this intersection and our review of the GME report, we understand the project area, its challenges, and the potential solutions. To address historic and archaeological aspects of the proposed project area, we have teamed with UVM CAP to provide expertise for the project. Long-time teaming partner, GEODesign will provide local geotechnical engineering expertise. D&K has worked with both subconsultants on numerous projects in Vermont.

At the kickoff meeting, we will discuss our scope in more detail and whether we have the capacity within the existing budget to support additional improvements in the project area.

D&K's primary objective is to produce high-quality designs to address the Town's goals, the available budget and schedule. We intend to achieve this objective by implementing our project management plan as follows.

Issue Resolution. D&K will identify, discuss, and resolve the key design issues early in the project. From project inception, we will facilitate and promote solution oriented discussions of access, drainage, and right-of-way issues.

Communications. The D&K team will continue to resolve issues through regularly scheduled meetings, phone discussions, and email throughout the project. We will prepare and submit monthly reports to the Town.

- Develop conceptual alternatives that meet the project goals, including safety improvements to the Basin Street intersection, drainage improvements, and stabilization of the recurring slope failure.
- Refine alternatives based on input from stakeholders, the community, and technical expertise from the project team.
- Develop biddable construction plans using the preferred alternative.



Knowledge of the Project Area

As a nearly lifelong resident of Bristol, Project Manager Chris Lathrop is very familiar with the project area. He has been involved in several of D&K's work in Bristol either serving as the Project Manager or Project Engineer. D&K has reviewed the 2008 engineering study and 2019 update by Green Mountain Engineering that studied the slope stability and streetscape located at Basin and Main Street. Chris had a brief discussion of the drainage issues with Eric Cota when the MPM request for proposals came out.

The three main components of the project are the steep Basin Street grade with no slope relief at the intersection with Main Street for cars to stop, the stability of the slope between Basin Street and Hendee Property, and the condition of the drainage system along Main Street. The Town intends to regrade Main Street in this vicinity to provide a constant cross slope. Based on the survey DuBois & King performed for the 2020 Class 1 paving project, the cross slope of Main Street is in transition from super-elevated to normal crown through the Basin Street intersection, and the eastbound lane has a cross slope of approximately 6%.

Based on photos taken during the construction of the Basin Street retaining walls, it appears the walls support each other by cables or tension ties that connect the two walls. If one wall is removed or altered, it will most likely cause instability of the other wall. The D&K team will carefully consider this during the design process.



Project Manager. D&K will assign a Project Manager who has the required experience and expertise to successfully complete the project. Chris Lathrop, PE, meets this requirement and will be involved with this project from beginning through completion. Chris will oversee the activities of the design staff.

Design Team. D&K will assign a qualified design team that will remain on the project through completion. The firm's design team has extensive experience with the many aspects of this project and has significant experience in the development of VTrans-based roadway, sidewalk, intersection, and similar transportation projects. The D&K team is supported by sufficient in-house engineering and CADD capacity to maintain the project schedule.

In general, our overall approach includes:

- Conduct a site visit to anticipate potential locations for alternatives, paying attention to potential constraints and looking for project opportunities.
- Create a Base Plan of the project area.
- Perform a topographic survey of the project area.
- Create a 3D model of the project area.
- Evaluate and incorporate existing utilities into the base plan.

Availability of Technical Disciplines

D&K has experience and project-tested technical capabilities to complete the Basin Street Improvement project. The firm has supported VTrans and municipalities with a wide range of transportation services for decades. We have advanced planning studies, conceptual design, final design, environmental documentation, right-of-way determinations, and construction phase services on hundreds of projects. The design staff assigned to this project work with VTrans and FHWA standards and guidelines on a daily basis and coordinate regularly with VTrans personnel on design issues, interpretation of recommended practices, and alternative or experimental treatments. D&K offers a dedicated and knowledgeable staff to assist the Town with this project.



Project Manager Chris Lathrop, PE, and the team members identified herein will be dedicated to this assignment for the life of the project. Maintaining a consistent project team will facilitate communications and maintain quality control, and the schedule of deliverables to complete the project on time.

Knowledge of Federal and State Standards and Policies

DuBois & King has provided design and construction phase services on additional transportation projects for VTrans. Work performed on all of these past projects required adherence to federal and state standards and policies. Following is a listing of the various standards and policies utilized in the performance of our services:

- VTrans Standard Specifications for Construction
- VTrans Standard Drawings
- VTrans Construction Manual
- VTrans Materials and Sampling Manual
- VTrans Municipal Assistance Local Projects Guidebook for Locally Managed Projects
- VTrans Specifications for Consultant Services; includes VTrans DBE Policy Requirements

- VTrans CADD Manual/MicroStation and Intergraph Format
- VTrans Approved Quality Assurance Program
- VTrans Vermont Pedestrian & Bicycle Facility Planning & Design Manual
- VTrans Pavement Design Guide
- VTrans Road Design Manual
- VTrans Roadside Design Guide
- VTrans Work Zone Safety & Mobility Guidance Document
- VTrans Structures Manual
- VTrans Traffic Design Manual
- AASHTO Roadside Design Guide
- AASHTO Policy on Geometric Design of Highways and Streets
- FHWA Document RD-00-07; Roundabouts: An Informational Guide
- Manual on Uniform Traffic Control Devices
- FHWA Standard Highway Signs
- FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts

Additional State Regulatory Processes and Local Permitting/Regulations

- Land Use Permitting
- Visual Assessment/Aesthetics
- Wetlands Identification/Mitigation
- Rare, Threatened and Endangered Species
- Stormwater Discharge
- Water/Wastewater Regulations
- Traffic Impacts/Mitigation
- Zoning: rezoning, conditional use permits, planned unit developments, zoning variances
- Site Plan Review and Approval
- Subdivision Review
- Compliance with Regional/Village Plan
- Permitting Coordination

Federal Regulatory Processes

- NEPA Compliance
- U.S. Army Corps of Engineers
- FHWA Approvals
- USDA Forest Service Approvals

Our staff is knowledgeable of state and federal permit requirements for projects throughout Vermont. We have secured stormwater, NPDES, conditional use, wetland, and a variety of other variances and permits to allow construction of projects throughout the State.

QUALIFICATIONS OF THE FIRM

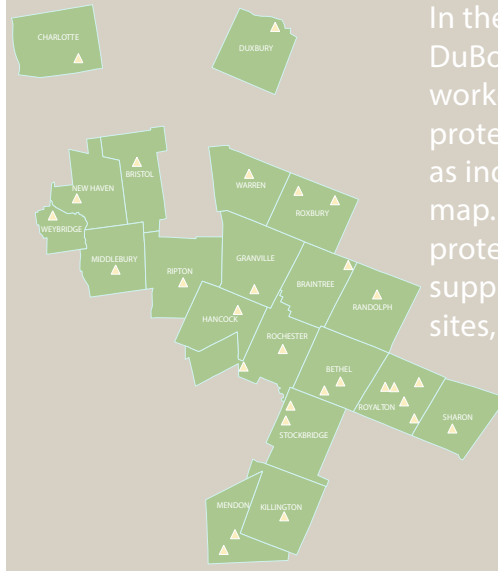
Firm Overview

Founded in 1962, D&K is a Vermont-based firm providing multidisciplinary planning, design, and construction phase services to federal, state, and municipal clients. With offices in South Burlington, Brandon, Randolph, Springfield, and Waterbury, Vermont, and additional offices in New Hampshire, New York, and Maine, D&K has a staff of 130 engineers, planners, surveyors, technicians, environmental and permitting specialists, and support personnel available to support this project. D&K has advanced planning studies, conceptual through final design, environmental documentation, and construction services on hundreds of projects. D&K's in-house services include:

Transportation Engineering

D&K provides design services for pedestrian/bicycle infrastructure, roadway, intersection, bridge, slope stabilization repairs, and roadway widening projects. Assignments include intersection safety reviews, traffic analyses and traffic impact studies, traffic calming, and Complete Streets. D&K offers complete transportation services to guide projects of all sizes from planning through construction. Our transportation team has a comprehensive understanding of transportation programs and compliance with various governing guidelines, including VTrans standards, the Manual on Uniform Traffic Control Devices (MUTCD), and American Association of State Highway and Transportation Officials (AASHTO) Green Book. Associated transportation services include assistance in right-of-way (ROW) acquisition, wetlands, federal and state permits and clearances, and bid and construction phase services.

D&K's Vermont Slope Protection Experience



In the past 10 years, DuBois & King has worked on slope protection projects as indicated in the map. These projects protect embankments supporting roadways, sites, and bridges.

Stormwater

For projects addressing flooding, pollution, erosion, treatment, and management using green stormwater best management practices (BMPs)/low impact development (LID), and traditional closed drainage, D&K staffs a professional team to design and permit develop cost-effective, low maintenance practices. DuBois & King's geotechnical, hydraulic, civil, stormwater, and environmental engineers; planners; landscape architects; hydrogeologists and hydrologists; environmental scientists; and surveyors lead a wide range of projects addressing emergency, short-term, and long-term stormwater management needs. Project types regularly addressed by the D&K team include new and existing sites; roadway, streetscape, and underground utilities; rain gardens, bioretention, and placemaking; engagement and education of public and business owners; CSO mitigation; MS4, MSGP, SWPPP and NPDES compliance; specific nutrient removal; slope protection; and hazardous material sites.



PROJECT TEAM

Key Staff

The D&K staff assigned to this project are well-versed in transportation/traffic engineering and planning. We are able to offer complete transportation services to guide projects of all sizes from planning, design, and construction. In addition to the primary team listed below, D&K has the resources available to assist with specific design area specialties, such as roadway and structural engineers, planners, environmental specialists, surveyors, water resource engineers, constructability reviews. Descriptions of D&K team members assigned to this project follow.



Chris Lathrop, PE, Project Manager, has 27 years of experience in transportation improvement projects. Chris' professional experience includes the preliminary and final design of a variety of transportation projects for the Vermont Agency of Transportation, New Hampshire Department of Transportation, and

numerous municipalities. Chris's roadway experience includes the reconstruction of local roadways and state highways, resurfacing and safety improvements for interstate highways, intersection improvements, pathways, and sidewalks. He has been involved in all phases of project development from project conception through construction, including design, public participation, contract documents, utility coordination, traffic management plans, bidding, and construction administration and inspection. Projects include the 2009 Bicycle and Pedestrian Study, West Pleasant Street Sidewalk, Village Green Lighting. Most recently, Chris was involved with the VTrans Class 1 paving project, which incorporated the downtown sidewalk and lighting project designed by DuBois & King.



Brian Breslend, PE, QA/QC Reviewer, has 15 years of experience providing management and design of municipal, state, and federally funded transportation projects. Brian's project experience includes roadway, bridges and culverts, rail, sidewalk, pathways,

and slope stabilization. Brian was the Project Manager and Manager of Construction Phase Services leading a multidisciplinary team for the evaluation, survey, permitting and final design of the Bethel Mountain Road Slope Stabilization project in Rochester. The project was a 2,800-LF emergency roadway repair that required rapid reopening and stabilization of the roadway, which dictated a significantly compressed schedule. He provides a range of services, including the preparation of alternatives analyses, preliminary and final design, quantity calculations, cost estimation, plan development, field survey, and utility coordination.

Stephanie Solla, PE, Project Engineer, has 9 years of experience providing roadway, drainage, and transportation design for municipal, state, and federally-funded projects. She has provided roadway geometric design, traffic signalization and analysis, signing, cost estimating, hydraulic analysis, and design of profiles, alignments, grading, and drainage. Stephanie regularly uses MicroStation/OpenRoads, AutoTURN, AutoCAD, and Estimator software packages and she has working knowledge of the AASHTO "Green Book" and the MUTCD. Stephanie provided preliminary and final design services for the STP PC20(2) VT 116 Bristol (Class 1) project.



Aimee Rutledge, PWS, CPESC, CPSWQ, Permitting Specialist, has 23 years of experience completing environmental work, including stormwater permitting; stormwater pollution prevention plans; construction and stormwater monitoring; environmental impact statements; habitat restoration; biological assessments; spill prevention, control, and countermeasure plans; and Phase I Environmental Site Assessments. Aimee is experienced in communicating with government, academic, and industry researchers and scientists, including attending meetings with third parties/clients and representing clients at public meetings/hearings. She has extensive knowledge and experience navigating the state and federal regulations and permits in Vermont, as well as New York and Rhode Island, and has established working relationships with the agencies and staff.





Chris Rivet, PE, Stormwater Engineer, has 12 years of stormwater engineering experience. His project expertise includes the design, construction, and compliance inspection for site development projects throughout Vermont.

Chris has served as the project manager and lead engineer for sand and salt shed projects going through the VTrans MAS process. He has prepared designs, observed construction, and performed compliance requirements for projects that cover current stormwater permitting programs. His design work includes a range of site development, renewable energy, and culvert projects. Chris is currently involved in a \$20M VTrans project on US5 in Brattleboro providing engineering and analysis for stormwater treatment practices.



Daniel Howey, PE, Geotechnical Engineer, has 19 years of experience with GEODesign. His experience spans a wide range of geotechnical engineering services including, geostructural analysis and design, slope stabilization and retaining wall design, pavement section design, and shallow and deep foundation design.

Dan has worked with D&K on a number of projects, including Gooseneck Bend Road Slope Repair, Rutland Airport Runway 1 Retaining Wall, and the Keene Sewer Heave mitigation project.



Dr. John Crock is an archaeologist specializing in precontact northeastern North America and the pre-Columbian Caribbean. He received his B.A. from the University of Vermont in 1989 where his experience as an Anthropology major inspired him to become a professional archaeologist.

After conducting cultural resource management archaeology in New England and the Caribbean, he went on to earn his Ph.D. from the University of Pittsburgh in 2000. That same year, John returned to UVM, joined the faculty and became the Director of UVM's Consulting Archaeology Program (CAP).

John's research interests include human-environment interaction, maritime adaptation, trade and exchange, the development of inequality, and heritage management. As Director of CAP, he leads a full-time staff dedicated to helping public and private entities complete archaeological and historic preservation reviews that are required by State and Federal regulations. John has worked with D&K on a wide range of transportation projects.



Jorge Garcia, is a Research Assistant and Professor of Anthropology, who received his B.S. and M.A. in Anthropology from the University of Central Florida and Ph.D. from the University of Florida. Jorge grew up in Colombia where he gained an interest in precontact sites in South America. He has worked in multiple regions including, archaeological projects in the Bolivian Amazon, the

SUBCONSULTANTS



Jacob Wimett, PE, Geotechnical Engineer, has 19 years of experience with GEODesign. He has served as lead geotechnical engineer and project manager on multiple projects throughout New England covering a wide range of geotechnical services, including subsurface explorations,

geotechnical instrumentation, engineering analyses of shallow and deep foundations, embankments and retaining wall design, ground improvement methods, slope stabilization, dam rehabilitation and maintenance oversight, pavement design, and construction monitoring.

Jake has extensive shared experience with D&K, including Hartford, VT, Gates Street, and Fairview Terrace Slope, Stephen A. Bean Municipal Airfield Runway 14-32 extension, Rutland Airport Taxiway Wall, and Sugarbush Employee Housing.

Colombian Andes, the Pacific Coast of Ecuador, the Maya site of Caracol, Belize. He continues his work in cultural resources management in Florida, Mississippi, Vermont, and various regions across Latin America. Jorge currently acts as a Researcher for UVM's Consulting Archeology Program (CAP).

Kathleen Kenny, is UVM CAP's Program Historian and serves as a Research Supervisor, particularly for investigations involving historic archaeological sites. Her documentary background research is a primary element of most of UVM CAP's technical reports, including the reconstruction of landscape histories and property ownership, as well as manufacturing trends that support historic artifact analysis. Kate's specialties include alluvial stratigraphy, site formation processes and cemetery and battlefield sites.

Catherine Quinn, is UVM CAP's Historic Preservation Specialist and leads reviews of historic standing structures, including buildings, bridges and dams, as well as the potential impacts of projects on historic districts and viewsheds. In addition to serving as UVM CAP's financial manager, Cathy brings her extensive experience as a field archaeologist to the oversight of technical report production and artifact curation. Cathy exceeds the Secretary of the Interior's qualifications for historic preservationists (Code of Federal Regulations, 36 CFR Part 800; Federal Register 65 FR 77725) and is a listed Historic Preservation Consultant with the Vermont Division for Historic Preservation.

REFERENCES

Valerie Capels, Town Administrator

Client: Town of Bristol

Phone Number: 802.453.2410 ext. 1

Email: townadmin@bristolvt.org

Projects: Airport Drive Sidewalk Scoping Study and Planning Study for the VT 116/Lincoln Road/Briggs Hill Road Intersection

Mike Winslow, Transportation Planner

Client: Addison County Regional Planning Commission

Phone Number: 802.388.3141

Email: mwinslow@acrpc.org

Projects: Vergennes Sidewalks, various Addison County transportation studies

Brandon Kipp, Project Manager

Client: Vermont Agency of Transportation

Phone Number: 802.224.6110

Email: brandon.kipp@vermont.gov

Projects: Highway resurfacing projects statewide

RESUMES

Professional resumes for key team members are included at the end of the document.



DuBois & King's Bristol Project Experience

D&K has provided engineering services for a number of projects within the Town of Bristol, as described below.

Class 1 Highway Resurfacing VT 116, VTrans. Preliminary and final design services for a 1.2-mile pavement resurfacing and rehabilitation project.*

Slope Stabilization Design and Construction Quality Assurance, NRCS. A streambank stabilization project located on the New Haven River along West Street that involved an unstable bank nearly 100-ft high with an 8 to 10-ft near-vertical face that threatened the loss of several homes and businesses, their parking, and leach fields.*

Intersection Planning Study, ACRPC. A planning study to address three hazards at the intersection of VT 116.*

**Additional project details in Representative Experience section.*



Airport Drive Sidewalk Scoping Study, ACRPC. A scoping study to develop and evaluate potential pedestrian infrastructure along Airport Drive that has numerous destination points for pedestrians.



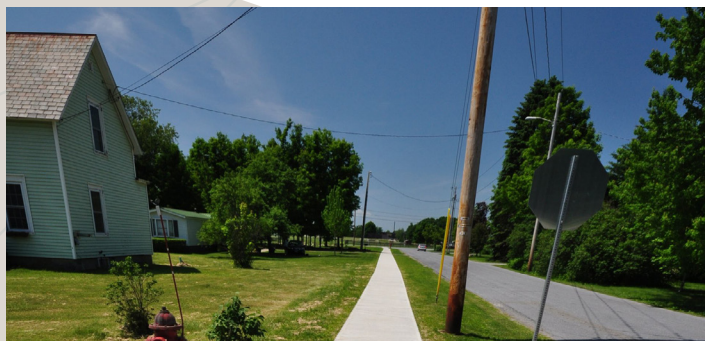
Pedestrian Path Scoping Study, ACRPC. A scoping study to investigate the development of pedestrian pathways to link downtown and the regional high school with a densely settled neighborhood on VT 17.



Village Green Lighting and Park Amenity Improvements, ACRPC. The project included lighting design and landscaping hardscape considerations—benches and park features and alterations to the fountain.



Downtown Lighting and Sidewalk Improvements. Preliminary and final design services. The project ran in conjunction with the Class I Highway Resurfacing project.



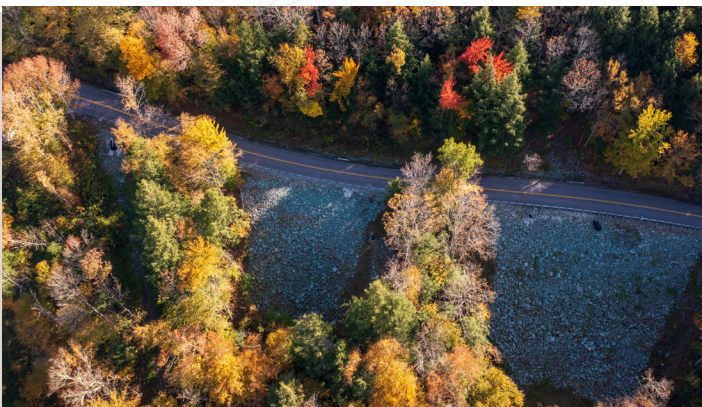
West Pleasant Street Sidewalk Design. This Safe Routes to School project was for the evaluation and design of a 425-ft sidewalk and two crosswalks. The sidewalk extends from Munsill Avenue to Liberty Street, and along Liberty Street to the existing pathway on the Mount Abraham Union High School property.

Representative Experience

Detailed descriptions of D&K’s relevant project experience follow.



East Road/Depot Road Intersection Improvements, Colchester, VT. DuBois & King developed design plans and specifications for improvements to the intersection of East Road and Depot Road. The intersection was experiencing a high rate of traffic accidents and “near misses” due to limited sight distance and steep grades along East Road. DuBois & King investigated alternatives to reprofile the road and widen roadside cut slopes to improve sight lines. The recommendation was to lower the intersection 3.5 ft and to regrade the roadways on each of the three approaches. The Town accepted the recommendation and DuBois & King developed preliminary and final design drawings for the improvements. Activities included developing roadway plans; coordinating with affected electric and communications utilities; designing the relocation of existing water mains; designing erosion control and traffic control measures; developing right of way plans; and providing field survey, permitting, and bid phase assistance.



Slope and Roadway Reconstruction Emergency Repairs, FHWA ER Funds, Rochester, VT. Melting snowpack, frozen ground, and significant rainfall from an April 15, 2019, storm resulted in significant surface drainage, a partial washout of a 2,800-ft section of Bethel Mountain Road, and multiple

erosion-related slope failures compromising the road. The road is an east-west connector between state highways and carries 1,400 vehicles per day.

The project environment included very steep slopes and challenging terrain. For the drainage improvements, D&K designed hillside channels to convey high volumes of stormwater runoff down the mountain traveling at erosive velocities. The final design included 20 culverts spaced at close intervals to prevent the water from concentrating and overwhelming the hydraulic capacity of the roadside drainage ditch. To address culvert blockage concerns, the team designed the upslope drainage ditch so water would spill over into the next downstream ditch at a controlled elevation. A range of stone types was used on the steep downward slope to slow runoff velocity from culverts discharging, preventing further erosion and slope stability issues. The team designed downslope conveyance ditches instead of typical splash pads.

D&K completed the design and permitting phases, assisted with bid procurement, and provided construction administration and full-time resident engineering services. The entire project was designed, permitted, bid, and constructed in under six months to meet funding requirements. *ACEC-VT 2020 Grand Award Winner.*



Intersection Planning Study, ACRPC, Bristol. D&K completed a planning study to address three hazards at the intersection of VT 116, Lincoln Road, and Briggs Hill Road: 1) the VT 116/Lincoln Road intersection; 2) overflow parking along Lincoln Road; and 3) the steep grade of Briggs Hill Road at the Lincoln Road intersection. D&K developed alternatives including both short-term and long-term alternatives, consisting of signage improvements, a new traffic mirror, stop bar location considerations, upgrades to pull-off area parking, a partial road closure, and a road realignment. D&K reviewed existing conditions, prepared an evaluation matrix to evaluation alternative, prepared conceptual-level OPCC, public presentations, prepared and reviewed an online community survey, and developed a Scoping Study Report. This project was funded through a Addison County Transportation Planning Initiative grant.



Class 1 Highway Resurfacing VT 116, VTrans, Bristol.

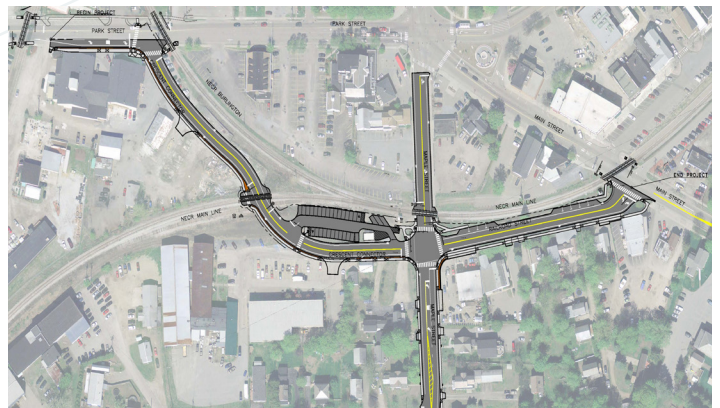
As part of a multi-year VTrans retainer contract, D&K provided preliminary and final design services for pavement resurfacing and rehabilitation projects throughout the state, including downtown Bristol. Design elements included initial field reconnaissance, typical section development, pavement markings, roadway signing, and minor drainage improvements. Similar projects included “mill and fill” resurfacing, pavement widening, and pavement reclamation. Typical improvements for similar projects include guardrail and bridge rail upgrades, sidewalk ramp upgrades, traffic signal equipment upgrades, traffic control, development of banking diagrams, and cross sections.



VT 66 Reclaim, Randolph, VT. D&K designed a full-depth reclamation project extending over 7 miles from Randolph to East Randolph. Services included engineering design and plan development, roadway banking improvements, pavement markings, signage, pedestrian ramps, guardrail improvements, truncated domes, rehabilitation of drainage structures, and cost/quantity estimation. The project incorporates extended driveway aprons, town road approaches, and new signage. Three sections of VT 66 where severe frost heaves occurred were dug to a depth of 3 ft and the road bed and subgrade replaced with 2 ft of dense graded material, topped with 1 ft of fine graded material. Numerous culverts were replaced and many feet of underdrain were installed. D&K served as Chief Inspector for this project and oversaw the work of one state employee and another consultant inspector. D&K provided coordination with landowners.



Design and Construction Quality Assurance, NRCS, Bristol, VT. This streambank stabilization project, located on the New Haven River along West Street, involved an unstable bank nearly 100-ft high with an 8 to 10-ft near-vertical face that threatened the loss of several homes and businesses, their parking, and leach fields. DuBois & King provided design and construction quality assurance for a cost-shared project using funds from NRCS’s Emergency Watershed Protection (EWP) Program.



Crescent Connector, City of Essex Junction, VT. D&K provided design, an opinion of probable construction cost, survey, permitting, ROW acquisition, utility coordination, public outreach, bid documents, and construction engineering design services for the \$8M FHWA-funded Crescent Connector roadway, an 1,800-LF bypass around the Five Corners intersection. Design included coordination of five traffic signals and five railroad crossings. The project includes use of porous pavement in parking areas to promote groundwater recharge. An underground sand filter will be used to treat stormwater runoff due to extremely limited space and flat grades within the project area.



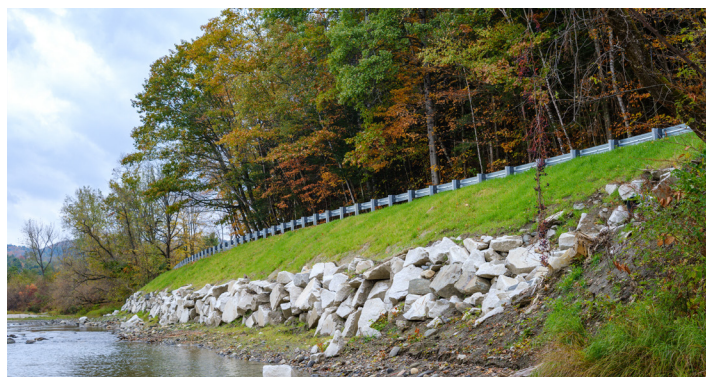
NH3A Intersection, Bow, NH

Intersection Improvement Projects, Bow, NH. DuBois & King developed scoping studies and final design documents for two Municipally Managed State Aid Highway Projects. Both projects involved developing design alternatives for problematic intersections where growth and change is anticipated. Alternatives considered for both intersections included the addition of turning lanes, a traffic signal, and/or a roundabout. For the intersection of NH 3A and Dunklee Road, a new traffic signal and turn lanes have been recommended. For the Bow Town Center intersection (Bow Center Road/Logging Hill Road and Knox Road/White Rocks Hill Road), a roundabout was recommended.

The intersection of NH 3A and Dunklee Road serves an expanding industrial and commercial area. The intersection is congested, especially during peak hours, but is currently unsignalized. To improve levels of service and safety at this intersection, a new traffic signal and turn lanes were added.

A community recreational and civic facility is being planned at the Bow Town Center intersection. The Bow schools are nearby, so the intersection must safely accommodate pedestrians and bicyclists in addition to motor vehicles. DuBois & King designed a roundabout at this location to improve traffic operations, calm traffic, and improve safety for all modes.

For both projects, DuBois & King provided survey, alternatives analyses, preliminary and final design, permitting, traffic design, and right-of-way documentation. The NH 3A intersection was constructed. The Town Center intersection was designed, not constructed.



Peavine Boulevard Embankment Repair, Bethel, VT. D&K assisted the Town of Bethel with design and permitting for a 200-ft-long by 20-ft-high FEMA-funded slope repair project along the White River. High flow of the river scoured the toe of the slope causing the failure. D&K, collaborated with a geotechnical engineering firm to provide geotechnical analysis and modeling of the slope failure, design a temporary lane closure to be implemented until the long-term repair was in place, and evaluated slope repair alternatives.



Existing Conditions NH12A Bridge #062/117

Lebanon NH 12A Over NHRR, Bridge #062/117, Lebanon, NH. D&K studied existing conditions, reviewed work by another Consultant to complete a Value Engineering (VE) study, and is currently designing the replacement of a city bridge. The design complexity of this site includes a sharp skew, and accommodating a future increase in vertical clearance of the rail tracks coupled with maintaining the grade of NH12A over the bridge (and for existing driveways), and into the intersection with US4 to the north. In addition to replacing a crossing at the end of its service life, the project raises the grade of the crossing by several feet and adjusts the skew which reduces the crossing from a three-span 145-ft-span bridge to a one-span 80-ft-span bridge. The bridge is located in a tight urban commercial and residential context and as a result of these changes, the project requires significant changes to the alignment, grade, and geometry of the roadway, including acquiring two properties, and significant temporary and permanent construction easements. The roadway design includes the reconstruction of 1,150 ft of urban roadway, 500 ft of access road, and appurtenant changes to add a turn lane to the bridge and roadway.

PROPOSED SCHEDULE

D&K has the capacity to begin the project upon notice of award and understands that the project has an anticipated May 1, 2023, start date. Our proposed project team is committed to serving the Town of Bristol's needs promptly and efficiently throughout the life of this project. We anticipate the approximate timetable for the project as shown on the following page.

ABILITY TO MEET SCHEDULES AND BUDGETS

By following the steps below, we will assure the project is developed in a timely and cost-effective manner:

- Understand project goals, limits, and objectives
- Identify and take action early as relates to local, state, and federal permitting and NEPA environmental documentation
- Work closely with all project participants as a team
- Define a scope and schedule that follows the VTrans process and allows for adequate time to perform reviews, acquire easements, and solicit public input
- Enable the Town to reach informed, fact-based decisions
- Gain concurrence on issues and document decisions
- Develop deliverables consistent with the VTrans project development process

D&K has reviewed our workload projections and has the capacity to deliver timely services on this project. With our understanding of the MAB process, knowledge of the project site, and experience providing services for similar projects, D&K is prepared to deliver the professional services in a timely manner.





SUBCONSULTANT QUALIFICATIONS

GEODESIGN | Geotechnical Services

GEODesign, Inc., was founded in 1995 by senior geotechnical engineers to provide quality geotechnical engineering and geoenvironmental consulting services to the design and construction community.

GEODesign is headquartered in Middlebury, Connecticut with offices in Vermont, New York City, and New Jersey on the East Coast, and GEOMechanics in Oregon on the West Coast. GEODesign has a staff of over 30 engineers, geologists, environmental scientists, technicians, and support staff.

Having performed geotechnical engineering services for over 1,100 projects in Vermont, GEODesign's Vermont staff are intimately familiar with our state's complex array of soil conditions, ranging from deep varved clay deposits to dense glacial tills, hard bedrock, and everything in between. A significant amount of GEODesign's experience has included serving VTrans and other state transportation agencies, design consultants, municipalities, and contractors on projects throughout New England and New York.

GEODesign's approach to services is characterized by its concentration on pragmatic engineering and scientific problem solving by experienced professionals. Over one-third are licensed Professional Engineers. These seasoned professionals are directly involved in the day-to-day delivery of services to their clients. GEODesign is able to provide complete services from initial site evaluations, detailed designs, site specific seismic studies, through design development and construction. Though their work is often buried, GEODesign never forgets that lives and livelihoods depend on the ground beneath your project.

GEODesign's services:

- Foundation & Underground Design
- Subsurface Exploration Programs
- Soil and Rock Engineering
- Slope Stability Evaluations
- Support of Excavation Design
- Prebid Engineering
- Constructability Reviews
- Forensic Analysis & Construction
- Claims Evaluations
- Pavement/Roadway Evaluation & Design
- Retaining Structure Design
- Dam Safety Evaluations
- Value Engineering
- Excavation Soil Management
- Soil and Rock Instrumentation
- Tieback Anchor and Pile Load Testing
- Underpinning Design
- Environmental Site Assessments
- Licensed Environmental Professional Services
- Remedial Estimating Design and Implementation
- Construction Monitoring
- Ground Improvement
- Seismic Engineering

Vermont Location

GEODesign, Inc.
85 Granite Shed Lane, Unit 1
Montpelier, VT 05602

SUBCONSULTANT QUALIFICATIONS

UVM CAP | Archaeological Services

The University of Vermont Consulting Archaeology Program (UVM CAP) assists state and federal agencies, communities, and private developers in addressing their obligations with respect to archaeological resources, as required by state and federal laws and regulations. Established in 1978, UVM CAP has conducted more than 350 archaeological investigations as a direct consultant to the Vermont Agency of Transportation (VTrans) and as a subconsultant to private engineering firms, cities, towns, and planning commissions for transportation-related projects. UVM CAP is well qualified to evaluate any and all archaeological issues associated with transportation projects of all types and sizes located in both rural and urban settings throughout Vermont. A permanent full-time staff of eight lead crews of trained seasonal field technicians, UVM CAP's teams are prepared to respond rapidly to requests for services. In the context of highway, road, bridge, airport, bike, and pedestrian projects, we have assessed the archaeological sensitivity of project areas and identified, evaluated, and mitigated archaeological sites representing the full span of human occupation in the state, including all periods of Native American prehistory (9,000 B.C.-A.D. 1600) and Euroamerican history (A.D. 1600-present).

Over 400 Projects Completed

UVM CAP archaeologists have completed over 400 projects requiring review for potential impacts to archaeological or historic cultural resources. This work occurs under a variety of state and federal laws and regulations. UVM CAP's expertise and experience includes the full range of archaeological and historic resources in northeastern North America from the earliest settlement by Native Americans during the Paleoindian period 12,500 years ago to 18th-20th-century sites and structures representing modern-era residential and industrial development.

Vermont Location

The University of Vermont
Consulting Archaeology Program
Dr. John Crock, Ph.D.
111 Delehanty Hall
Trinity Campus
Burlington, VT 05405



Christopher Lathrop, PE

Project Manager

Education: B.S., Civil Engineering, Norwich University, 1995; A.S., Civil Engineering, Vermont Technical College, 1992

Registrations: Professional Engineer: VT 8769, NH 10682

Years of Experience: 27

Bristol Sidewalk Feasibility Study, Safe Routes to School, STP SRIN(1), Bristol, VT. Project Manager responsible for a feasibility study to determine the feasibility of constructing sidewalks and pathways along several streets. The study, which involved evaluating the feasibility of constructing 5-ft concrete sidewalks and 10-ft pathways, included evaluating the potential impacts on ROW, utilities, drainage, and the cost of using different materials. Conducted public participation meetings and coordinated with the Town Manager and Selectboard.

Sidewalk Design, West Pleasant Street, Safe Routes to School Program, VTrans, Bristol, VT. Project Manager for evaluation and design of a 425-ft sidewalk and crosswalks along West Pleasant Street that extends from Munsill Avenue to Liberty Street and along Liberty Street to the existing pathway on the Mount Abraham Union High School property. Provided construction inspection services for the construction phase of the project.

Slope and Roadway Reconstruction Emergency Repairs, FHWA ER Funds, Rochester, VT. Technical reviewer to support the development of horizontal/vertical geometry, superelevation improvements. Assisted with technical coordination between disciplines and provided overall QA/QC review of plans. *ACEC-VT Grand Award Winner.*

Highway Resurfacing IDC, VTrans, Statewide, VT. Project Manager/Senior Highway Engineer for multi-year retainer contracts (2004-2006, 2007-2010, 2011-2015, 2016-2020, and 2021-2025). Providing preliminary and final design services for pavement resurfacing and rehabilitation projects statewide. Design elements include initial field reconnaissance, typical section development, pavement markings, roadway signing, guardrail and bridge rail upgrades, sidewalk ramp upgrades, traffic signal equipment upgrades, traffic control, development of banking diagrams, cross

sections, and minor drainage improvements. Responsible for managing development of detailed project plans, specifications, and estimates, and QA/QC of all assignments. Recent projects included:

- VT 116, Bristol, 1.2 miles
- VT 66, Randolph, 7.192 miles

Roadway and Safety Engineering Services Retainer Contract, VTrans, Statewide, VT. Project Manager to assist with the development of roadway, intersection, and other safety related transportation projects. Services included field survey, base mapping, engineering design, geotechnical design, slope stability design and plan development, permitting, and cost/quantity estimation, client coordination. Projects including:

- VT 100 Roadway Corridor, Ludlow to Bridgewater. Preliminary and final plans of 14.3 miles of roadway improvement design.
- VT 100 Roadway Corridor, Stockbridge to Rochester. Preliminary and final plans of 8.7 miles of roadway improvement design.
- Embankment Protection and Slope Stabilization, VT 125, Ripton. Design of slope stabilization, roadway resurfacing, site drainage improvements, guardrail improvements and traffic control phasing.

Road Improvements, VT 140, Middletown Springs, VT. Project Manager/Senior Highway Engineer for a 2,000-ft-long roadway improvement project. This stretch of road was experiencing side slope erosion, inadequate drainage, and an inordinate amount of maintenance problems. Project elements included reclaim and paving roadway, slope stabilization, profile and superelevation modifications, and drainage improvements. Responsible for plan development, typical sections, culvert and cut-slope recommendations, and engineering services during construction.



Brian Breslend, PE, LPA

QA/QC Reviewer

Education: B.S., Civil Engineering, University of Vermont, 2007

Registrations: Professional Engineer: VT 79076, NH 15117, ME 14272;
NHDOT LPA Certification: 2043

Years of Experience: 15

East Road-Depot Road Intersection

Improvements, Colchester, VT. Senior Project Engineer for design plans and specifications for improvements to the intersection of East Road and Depot Road. Investigated alternatives to reprofile the road and widen roadside cut slopes to improve sight lines and recommended lowering the intersection approximately 3.5 ft and regrading the roadways on each of the three approaches. The project included development of roadway plans; coordination with affected electric and communications utilities; design for relocation of existing water mains and erosion control and traffic control measures; development of right of way plans; and field survey, permitting, and bid phase assistance.

Slope and Roadway Reconstruction Emergency Repairs, FHWA ER Funds, Rochester, VT.

Project Manager and Manager of Construction Phase Services for the evaluation, survey, permitting and final design of a 2,800-LF emergency roadway repair project. The project implemented long-term repairs to sections of an embankment that failed during a heavy spring rainfall and snowmelt event that closed the road. Improvements included upgraded drainage systems and structures, slope repair, and roadway reconstruction and minor realignment. The road is a valuable mountain connector road between VT 100 and VT 12 that required rapid reopening and stabilization of the roadway, which dictated a significantly compressed schedule. The project was managed by the Town of Rochester and received FHWA-ER funding. Led day-to-day development of D&K's services, provided senior-level engineering, and coordinated with the client and state and federal regulators. *ACEC-VT Grand Award Winner.*

Highway Resurfacing IDC, VTrans, Statewide, VT.

Senior Project Engineer for multi-year retainer contracts (2004–2006, 2007–2010, 2011–2015, 2016–2020, and 2021–2025). Providing preliminary and final design

services for pavement resurfacing and rehabilitation projects statewide.

- **STP 2932(1) VT 66 Reclaim, Randolph.** Senior Project Engineer for resurfacing 7.192 miles of VT 66. Design elements include initial field reconnaissance, typical section development, pavement markings, roadway signing, guardrail and bridge rail upgrades, traffic control, development of banking diagrams, cross sections, and minor drainage improvements. Project includes “mill and fill” resurfacing, pavement widening, and pavement reclamation. Served as direct point of contact for the project and was responsible for managing development of detailed project plans, specifications, and OPCC, and QA/QC.

NH 12A Bridge over NH Railroad, Lebanon, NH.

Roadway Engineer for the evaluation of a consulting firm's design of a precast concrete arch carrying NH 12A over a railroad. D&K's study concluded a smaller precast concrete arch or a conventional steel stringer and concrete deck bridge, on alignment would result in significant construction cost savings to NHDOT and the City and D&K proceeded to provide design services. Responsible for all roadway aspects of the project, including development of preliminary and final plans, QA/QC reviews, quantities, cost opinions, assistance with permitting, traffic control, and evaluation of horizontal and vertical geometry deficiencies. This project receives funds from the NHDOT Municipal Off-system Bridge Replacement and Rehabilitation program.

Crescent Connector Road, Essex Junction, VT.

Transportation Engineer for an \$8M FHWA-funded Crescent Connector roadway—an 1,800-LF bypass around the Five Corners intersection. The project included coordination of five traffic signals and five railroad crossings. Responsible for redesign review and finalizing details. The project follows the VTrans MAB process.



Stephanie Solla, PE

Project Engineer

Education: B.S. Civil Engineering, Clarkson University, 2013

Registrations: Professional Engineer: VT 130771, NCEES ID: 13608-10426

Years of Experience: 9

Crescent Connector, City of Essex Junction, VT.

Design Engineer for a \$8M FHWA-funded project—a 1,800-LF bypass around the east side of the Five Corners intersection for traffic that is traveling between Maple Street, Main Street, and Park Street. Scope of work included design plans and cost estimates, permitting, right-of-way acquisition and utility relocation assistance, public outreach, preparation of bid documents, and engineering design services during construction. The project is administered through the VTrans Municipal Assistance Bureau (MAB). Provided drafting and addressed comments from the City.

Highway Resurfacing IDC, VTrans, Statewide, VT.

Transportation Engineer for multi-year on-call contracts (2010–2015, 2016–2019, 2021–2025). Design elements include initial field reconnaissance, typical section development, pavement markings, roadway signing, guardrail and bridge rail upgrades, sidewalk ramp upgrades, traffic signal equipment upgrades, traffic control, development of banking diagrams, cross-sections, and minor drainage improvements. Projects include “level overlay and cold plane” resurfacing, pavement widening, and pavement reclamation projects. Design services are in English units and MicroStation/InRoads. Select projects include:

- **STP PC20(2), VT 116, Bristol.** Responsible for pavement marking layout, parking spot layout, sign and plan review and quantity estimating.
- **STP PS19(3), VT 100, Stowe-Morrystown.** Responsible for design of horizontal and vertical alignments and banking of a 7.7-mile reclamation project. Reviewed underdrain alignment, redesigned the Randolph Road intersection, provided turn lane layout, completed sign and plan review and provided quantity estimating.

Slope and Roadway Reconstruction Emergency Repairs, FHWA ER Funds, Rochester, VT. Project Engineer for evaluation, survey, permitting and final

design for a 2,800-LF emergency roadway repair project. The project implements long-term repairs to sections of the embankment that failed during a heavy spring rainfall and snowmelt event that closed the road, including upgraded drainage systems and structures, slope repair, and roadway reconstruction and minor realignment. Serving as a valuable mountain connector road between VT 100 and VT 12, rapid reopening and stabilization of the roadway was a critical need, which dictated a significantly compressed schedule. The project was managed by the Town and received FHWA-ER funding. Provided design for roadway horizontal alignment and banking. *VT ACEC Grand Award Winner.*

Roadway and Safety Engineering Services Retainer Contract, VTrans, Statewide, VT.

Transportation Engineer to assist with the development of roadway, intersection, and other safety-related transportation projects, including:

- **ER STP 0174(19), Slope Protection and Resurfacing, VT 125, Ripton.** Project Engineer for the design of multiple slope stabilization sites, drainage improvements, construction vehicle access to a river channel, guardrail improvements and traffic control phasing. Provided completed InRoads modeling of the project area.

US Route 2 Pedestrian Improvements, East Montpelier, VT.

Project Engineer for design of ~2,000-LF, pedestrian enhancement as recommended in the Town’s Scoping Study, also prepared by D&K. The project included the design of sidewalk and crosswalk improvements, relocation of a water line and hydrant, consolidation of driveway openings, property owner coordination, and extensive VTrans coordination. Largely federally funded and administered through the VTrans Municipal Assistance Bureau (MAB), and developed in accordance with MAB Local Projects Guidebook. Responsible for quantity estimation and review of drainage design.



Years of Experience: 23

Aimee Rutledge, PWS, CPESC, CPSWQ

Permitting Specialist

Education: B.S., Environmental Management, University of Rhode Island, 1999

Certifications: Society of Wetland Scientists, Professional Wetland Scientist: 2238 ; Certified Professional in Erosion and Sediment Control: 4647; Certified Professional in Stormwater Quality: 732; VT Natural Shoreland Erosion Control Practices Certification

Monkton Road Stabilization, Charlotte, VT. Senior Environmental Technical Lead responsible for permitting of a slope stabilization project. The project involved an expedited review of project plans and the development of permit plans for a VT Wetlands General Permit application. Size: 200-LF-failure.

Mattison Road Streambank/Slope Stabilization, Fort Ann, NY. Project Manager and Senior Environmental Technical Lead responsible for a 250-ft channel and slope stability project on a segment of Halfway Creek. Project objectives include reducing erosion and sediment contribution to downstream reaches, stabilizing deep-seated slope movement, stabilizing streambanks, and protecting municipal utilities and private property within the project reach. Efforts include topographic survey and base mapping, hydrologic and hydraulic analysis, alternative analysis, 100% design, and permitting.

Slope Stabilization and Stormwater Quality Improvements, Chroma Tech, Bellows Falls, VT. Project Manager responsible for evaluation, design, and permitting services to stabilize a failed site embankment abutting a stream and improve onsite stormwater collection and treatment practices. The size of the slope experiencing failure is approximately 0.3 acres and the approximate size of the site is 12 acres. Responsible for leading a collaborative approach and coordinating with regulatory agencies, grant funding agency, and the client to address overall watershed and localized site issues. Managed environmental permitting tasks, including review and development of Erosion Prevention and Sediment Control (EPSC) plans and permit applications for USACE Section 404 General Permit and the VTNRB Act 250 Permit Amendment.

Tanglewood Mobile Home Park Stormwater Assessment, Keene, NH. Project Manager responsible for addressing stormwater collection system deficiencies, including flooding in roadways and yards of a mobile home park. The MHP is located along the Ashuelot River and partially within the 100-year floodplain. The project involved the assessment of historical stormwater system issues and coordination with the client and Tanglewoods residents and maintenance staff. Evaluation of the system included developing a map based on available data and hydrologic modeling with HydroCAD. Conceptual plans and a recommendations memorandum for improvements to the stormwater collection system and further investigation to determine potential impacts to regulated river and shoreland areas were provided.

Environmental Assessment (EA), Northeast Kingdom International Airport, VTTrans, Newport, VT. Senior Environmental Analyst responsible for wetland field identification for compensatory wetland mitigation required for wetland impacts as a result of airport projects. This high-profile project involved preparation of the design plans, permits, and an EA for a proposed runway extension, as well as a new terminal, maintenance hangars, fire and rescue building, corporate hangars, manufacturing facility, and warehouses. With extensive new impervious areas and poorly draining soils, stormwater management was an area of particular focus. Conducted a public outreach effort and coordinated with local stakeholders through an Advisory Committee. Permits and approvals were obtained within a challenging time frame to meet funding deadlines.



Christopher J. Rivet, PE

Stormwater Engineer

Education: B.S., Civil Engineering, Norwich University, 2010

Registrations: Professional Engineer: VT 109341

Years of Experience: 12

Stormwater Permitting, Crescent Connector, Essex Junction, VT. Project Engineer responsible for revising the stormwater treatment system based on design revisions to the \$8M FHWA-funded Crescent Connector roadway, an 1,800-LF bypass around the Five Corners intersection. The project included the use of porous pavement in parking areas to promote groundwater recharge. The design included an underground sand filter that was used to treat stormwater runoff due to extremely limited space and flat grades within the project area. Responsible for the preparation and submission of the stormwater discharge permit amendment application.

US 5, Vermont Agency of Transportation, Brattleboro, VT. Project Engineer to evaluate and design stormwater, support Act 250 permitting, and account for right-of-way impacts caused by redesign of a 1.25-mile section of US 5. The project includes four roundabouts and private property access points. Providing engineering and analysis for stormwater treatment practices.

US 7 Reconstruction, Markowski Excavating, Pittsford, VT. Lead Engineer for the preparation of various plans, documents, and permit applications needed to proceed with the reconstruction of a 1.37-mile section of US 7. Prepared an Erosion Prevention and Sediment Control Plan and Water Diversion Plans to divert streams around the work area during the replacement of three bridges/culverts under the roadway. Responsible to prepare an Act 250 Permit Application for the use of an adjacent farm property as a material storage area, sand borrow area, and soil disposal area.

Smugglers Notch Trailhead and Access Improvements, Lamoille County Planning Commission, Stowe and Cambridge, VT. Project Engineer responsible to complete stormwater benefits calculations for a project that reconfigures parking,

reduces impervious surfaces, and improves drainage along a narrow state highway providing access to popular trailheads.

Subsurface Gravel Wetland, City of Essex Junction, VT. Project Engineer for the design of a Subsurface Gravel Wetland Best Management Practice (BMP). The BMP was implemented as part of the Indian Brook Flow Restoration Plan and will support the Town's effort to meet the Total Maximum Daily Loads (TMDL) to Lake Champlain and Indian Brook. The BMP treated the stormwater discharge from a 17.7-acre watershed, including 6.5 acres of impervious area associated with roadways, sidewalks, and three homeowner associations. Stormwater treatment includes reducing pollutant loading due to total suspended solids and phosphorus. Responsible for conceptual and final plan production for the project according to VTrans standards and for stormwater modeling. This federally funded project followed the VTrans MAS Guidebook.

Depot Street Stormwater, Charlestown, NH. Project Engineer to evaluate a failing municipal stormwater system. Services included a hydraulic analysis of the system using AutoCAD's Hydraflow Storm Sewer Extension and developing recommendations for the Town to advance the reconstruction of a new subsurface stormwater storage system that included two 8-ft-diam. x 70-ft-long pipes. Responsible for preparing preliminary plans for the project and coordinating with the manufacturer regarding specifications and drawings for the proposed stormwater system.

Jenness Cove, Windy Waters Conservancy, Meredith, NH. Project Engineer responsible for engineering support, review of the hydrologic modeling, and recommendations report preparation. The report addressed sedimentation of Jenness Cove in Lake Waukewan, a tributary of Lake Winnepesaukee.

EXPERIENCE

GEODesign, Inc – January 2005 to Present (18 Years)

EDUCATION

BSME, 2003 Clarkson University

PROFESSIONAL REGISTRATION

Registered Professional Engineer: VT, NH, ME, CT.

**AREAS OF SPECIALIZATION**

Geotechnical Engineering
Compressible Soils Evaluation
Ground Improvement
Pavement Evaluation
Geotechnical Data Collection

SELECTED PROJECT EXPERIENCE

Industrial Facility Landslide – Bellows Falls, VT (*Construction Spring of 2023*) – Project Manager responsible for the stability evaluation and development of conceptual repair options for a large 150-foot-long, 9200 square foot landslide at an industrial facility in Bellows Falls Vermont. Installed multiple inclinometers to monitor slope movement, performed a detailed slope inspection, and provided the client with an opinion of failure cause as well as four conceptual options for slope repairs with advantages and disadvantages of each option. Assisted the Client with reviewing the options and choosing an option to pursue further.

Hartford STP PS24(2) – Hartford, VT (*Construction Pending*) – Project manager responsible for providing VTrans with geotechnical data collection and engineering recommendations for the proposed rehabilitation of Vermont Route 5 through Hartford, VT. Project included subsurface explorations, laboratory index testing, and Dynamic Cone Penetrometer data of existing subbase and subgrade materials to develop associated parameters to be used in pavement design. Included GPR evaluation of existing concrete underlying the existing pavement, and an evaluation of whether the current road section could support the removal of the existing concrete base underlying the majority of the road as part of the rehabilitation.

Rutland Southern Regional Vermont Airport Improvements – North Clarendon, VT Project engineer responsible the design of an approximately 30' high, 700' long mechanically stabilized earth wall to support a new taxiway, and assisting with geotechnical evaluation for new taxiway and runway improvements at the Rutland Southern Regional Vermont Airport. Performed Dynamic Cone Penetrometer testing and data reduction/correlation to California Bearing Ratio for use in pavement design.

SAB Municipal Airfield Runway 14-32 Extension Embankment Design – Rangeley, ME – Project Manager responsible for the design and construction oversight of geotechnical aspects of the approximately 1,100-foot extension of Runway 14-32 at the SAB Municipal Airfield in Rangeley, Maine. Design services for this project included design of embankments up to 75-feet high to support fills required for the runway extensions. Embankments were designed at a 1.5 Horizontal: 1 Vertical slope constructed with rock fill to limit encroachment into adjacent wetlands. Also performed an evaluation of the existing runway section soil and asphalt for potential reclamation and reuse in construction of the new runway and performed an evaluation of a proposed borrow site as a source for the generation of rockfill materials.

Tropical Storm Irene Repairs – Vermont Route 107, Stockbridge, VT – Project Engineer responsible for the onsite supervision of subsurface explorations and the preparation of conceptual repair solutions for multiple Tropical Storm Irene related slope failures along Vermont Route 107. Provided extensive construction oversight for one slope repair that included the construction of a 1.4H:1V rip-rap slope which required careful placement and orientation of individual stones to maximize stone-to-stone contact and achieve acceptable factors of safety against deep seated global stability failures. An additional challenge to this repair included the presence of a historical dry-laid stone retaining wall that ran through the center of the project. This historical wall was successfully incorporated into the repair, and remained undisturbed by construction activities.

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EXPERIENCE

GEODesign, Inc – July 2004 to Present (18 Years)

EDUCATION

M.S., 2004 Civil Engineering (Geotechnical Specialization),
University of Massachusetts

B.S., 2002 Civil Engineering, University of Massachusetts

A.S., 2000 Civil Engineering, Springfield (MA) Technical Community
College

**PROFESSIONAL REGISTRATION**

Registered Professional Engineer: VT, NH, and MA.

AREAS OF SPECIALIZATION

Geotechnical Engineering
Construction Engineering

REPRESENTATIVE PROJECT EXPERIENCE

Keene Sewer Heave Mitigation, Keene, New Hampshire – Geotechnical project manager responsible for assisting the City of Keene with evaluating soil heaving issues that occurred during sewer installation, developing mitigation alternatives, and providing consultation during construction.

Gooseneck Bend Road Slope Repair, Weybridge, Vermont – Project manager responsible for evaluating global stability, designing riprap slope stabilization revetment, developing construction documents and overseeing construction for a slope failure along Otter Creek. Key challenges included very soft clay soils within and at the toe of the slope, constructing a stone key within the river channel and intercepting horizontal groundwater seepage.

Rutland Airport Runway 1 Retaining Wall, North Clarendon, Vermont – Project engineer responsible for design of a 60-foot tall, tiered, mechanically stabilized earth (MSE) wall including evaluating internal and external stability. Key site challenges included the presence of soft/weak fine grained natural soils at proposed foundation levels and a need for special grid connection details at the bottom of the wall.

Lake Dunmore Road (Route 53) Erosion & Drainage Improvements, Salisbury, Vermont – Project manager responsible for overseeing a subsurface exploration program, designing gabion and boulder walls, preparing construction documents in concert with civil engineer, and overseeing construction observation activities for erosion and drainage improvement for a 1,000-ft long section of roadway adjacent to Lake Dunmore.

Nilman Road Culvert Replacement, Manchester, Vermont – Geotechnical project manager for culvert replacement on a dead-end road that was constructed over a long weekend using pre-cast abutment and wingwall footings and panels.

Pinegree Bridge Replacement, Salisbury, New Hampshire - Project manager responsible for overseeing a subsurface exploration program consisting of air track probes and test pits and preparing a geotechnical engineering recommendations report for a proposed replacement bridge.

Black Mountain Road Trenchless Sewer Installation, Brattleboro, Vermont – Project Manager responsible for overseeing a subsurface exploration program, providing geotechnical recommendations, and assisting in construction document development. The project consisted of a gravity sewer installation via trenchless methods below a local road and interstate I-91 to bypass an existing pump station. A key issue was easement and construction zone constraints.

JOHN GORDON CROCK, PH.D.

University of Vermont Consulting Archaeology Program

111 Delehanty Hall, Burlington, Vermont 05405. (802) 656-4310. John.Crock@uvm.edu

EDUCATION:

2000 Ph.D. in Anthropology, University of Pittsburgh
 1989 B.A. University of Vermont. Major: Anthropology; Minor: Religion

RESEARCH INTERESTS:

Archaeology of New England and northeastern North America; Archaeology and ethnohistory of the Caribbean Region; World Heritage; Cultural Resource Management; Trade and exchange; Maritime adaptations; Development of inequality; Human colonization of islands; Lithic analysis.

TEACHING:

2011-present Associate Professor University of Vermont Department of Anthropology
 Courses include *Introduction to Prehistoric Archaeology*; *Indians of the Northeast: Vermont*; *Preserving the Past*; *Caribbean Archaeology*; *Anthropology of Islands*; *Field Work in Archaeology*; *Archaeological Laboratory Methods*.
 2005-2011 Assistant Professor, University of Vermont Department of Anthropology.

CULTURAL RESOURCE MANAGEMENT:

2000-present Director, Consulting Archaeology Program, Department of Anthropology, University of Vermont. Principal Investigator and Chief Administrator. Exceeds 36CFR Qualifications.

SELECTED REFEREED PUBLICATIONS:

- 2022 What Can Osteometric Analyses Tell Us about Domestic Dogs Recovered from Indigenous Archaeological Sites in Northeastern North America? Nanny Carder and John G. Crock *International Journal of Osteoarchaeology* 1-11.
- 2021 A Deer Camp Forever: Archaeofauna from the Ewing Site. Nanny Carder and John G. Crock. *Archaeology of Eastern North America* 69:103-132.
- 2019 Natural and Anthropogenic Landscape Change and the Submergence and Emergence of Archaic Age Settlement on the Eastern Edge of the Anegada Passage. John G. Crock. Chapter 5 in *Early Settlers of the Insular Caribbean: Dearchaizing the Archaic*, edited by C. Hofman and A. Antczak, pp. 65-76. Sidestone Press.
- 2018 Paleoindian Sites, Site Patterning, and Travel Corridors along the Southern Arm of the Champlain Sea. Francis Robinson, IV, John G. Crock and Wetherbee Dorshow. Chapter 17 in: *In the Eastern Fluted Point Tradition, Volume 2*, edited by Joseph Gingerich, pp. 326-350. University of Utah Press.
- 2017 Early and Middle Paleoindian Settlement Patterns and the Late Pleistocene Environment along the Champlain Sea. Francis Robinson, IV, John G. Crock and Wetherbee Dorshow. *PaleoAmerica*. DOI=10.1080/20555563.2017.1380997
- 2017 "Marineness," the Underwater Seascape and Variability in Maritime Adaptations in the Late Ceramic Age Northern Lesser Antilles. John G. Crock, Nanny Carder and Wetherbee Dorshow. *Environmental Archaeology* 24(10):199-210.
- 2012 Maritime Mountaineers: Paleoindian Settlement Patterns on the West Coast of New England. John G. Crock and Francis W. Robinson, IV. In *Late Pleistocene Archaeology and Ecology in the Far Northeast*, edited by Claude Chapdelaine. Texas A&M University Press.
- 2012 A Pre-Columbian Fisheries Baseline from the Caribbean. Nanny Carder and John G. Crock. *Journal of Archaeological Science*. 39(10):3115-3124.
- 2011 Diet and Rank in a Caribbean Maritime Society. John G. Crock and Nanny Carder. *Latin American Antiquity* 22(4):1-22.
- 2009 Jackson-Gore: An Early-Paleoamerican Occupation in the Green Mountains of Vermont. John G. Crock and Francis Robinson, IV. *Current Research in the Pleistocene* 26:40-42.

OTHER:

33 other publications, 65 professional papers, 28 invited lectures; 200+ technical reports for regulatory archaeology and historic preservation projects.

Curriculum Vitae – Jorge L. Garcia PhD. He/him/his

Contact Information:

Jorge L. Garcia Research Assistant Professor
UVM Anthropology/Consulting Archeology Program 111
Delehanty Hall, Burlington, Vermont 05405 (802)-656-1346 E-mail:
Jorge.garcia@uvm.edu

Research Interests: Archaeology, cultural resources management, and biochemistry. Historical Ecology, mobility, and dietary reconstructions through stable isotope analysis.

Education:

2019 Ph.D, in Anthropology University of Florida,
2012 M.A. in Anthropology and Maya Studies, University of Central Florida.
2005 B.A. in Anthropology. and Multicultural Studies, University of Central Florida.

Research and Teaching Experience

2022-Present Archaeologist and Research Assistant Professor, Department of Anthropology and Consulting Archaeology Program, University of Vermont.
2021-2022 Archeologist and Cultural Resources Specialist for the Department of Agriculture Natural Resources and Conservation Service
2013-2019 Research Assistant at the Historical ecology laboratory the bone chemistry laboratory, University of Florida.
2003-2013 Senior Field Supervisor Caracol Archaeological Project. Cayo District, Belize.
2017-2021 Assistant Professor of Anthropology, Stetson University.
2007-2009 Assistant Professor of Anthropology, University of Central Florida.

Selected Publications and Reports

Garcia, J.L.

2023. *Archaeological Resources Assessment of the Town of Sheffield Dane Road Parcel Project*. Sheffield, Vermont. Submitted by the University of Vermont Consulting Archaeology Program, Burlington, Vermont. (Report No 1453).

2022 *Archaeological Resources Assessment of the Proposed VTrans Lyndon IM 091-3(53)*. Lyndon, Vermont. Submitted by the University of Vermont Consulting Archaeology Program, Burlington, Vermont. (report No 1438).

2019. *Ecological change and dietary social inequality in La Tolita a complex society in northern South America*. Ph.D. Dissertation, University of Florida, Gainesville, Florida.

2012. *Foods and Crops of the Muisca: A dietary reconstruction of the chiefdoms of Bacata and Hunza*. M.A. Thesis., University of Central Florida, Orlando, Florida.

Garcia, J. L., with Oyuela-Caycedo, A., and Rojas, A.

2014. *Holocene paleoclimate reconstruction from *Neocyclotus opercula* a morphometric analysis of their variation at the archaic Site of San Jacinto1 Colombia*. The Paleontological Society Special Publications, 13, 45.

Lord, E., with Collins, C., deFrance, S., LeFebvre, M.J., Pigièrre, F., Eeckhout, P., Erauw, C., Fitzpatrick, S.M., Healy, P.F., Martínez-Polanco, M.F. and Garcia, J.L.,

2020. Ancient DNA of Guinea pigs (*Cavia* spp.) indicates a probable new center of Domestication and pathways of Global Distribution. *Scientific reports*, 10(1), pp.1-9.

Rivera, J. with J.L. Garcia, J.G. Martín, J. Krigbaum and J. Escobar.

2018. *Reconstrucción de la paleodieta a través de la isotopía estable en una serie osteológica Prehispánica de la costa Caribe de Colombia*. Informe FIAN No. 480. Universidad del Norte: Barranquilla, Colombia.

Kathleen M. Kenny
3 Keari Lane
South Burlington, Vermont
(802) 658-2903

EDUCATION: Shepherd College, Shepherdstown, West Virginia, 1988 to 1989. University of Vermont, Burlington, Vermont, 1989 to 1992. Graduated May, 1992 with a Bachelor of Arts in History. Areas of concentration included 19th century American history, American literature, geography, and historic preservation. College level archaeology courses include archaeological laboratory techniques, artifact identification, and forensic anthropology.

COLLEGE HONORS: Phi Beta Kappa, magna cum laude, and Phi Alpha Theta (National Honor Society for History).

EMPLOYMENT: Program Historian and Historic Archaeologist University of Vermont Consulting Archaeology Program (UVM CAP) 2002-present. Research Field Technician UVM CAP 1996-2002; temporary (seasonal) Field Technician UVM CAP 1990-1996.

This position has included a wide range of duties in addition to field excavation specifically: historical research, laboratory work (including cataloging and analyzing historic artifacts, artifact illustration, and photography), acting field supervisor (Okemo 1999, Meach Cove 2000, St. Johnsbury 2000, Smuggler's Notch 2000, Rogers' Farm 2000, Newport Airport 2000, Charlotte 2002, and the War of 1812 Burial Ground, Burlington, 2004 and 2005), numerous field inspections, report production, and public education activities. Public education activities include giving presentations for various organizations (including the Vermont Archaeological Society, the Center for Research on Vermont, the Lake Champlain Maritime Museum, the Charlotte Historical Society, and other community groups), contributions to interpretive booklets (*Wood and Water: Mills in Searsburg, Vermont* 1998 and *Walking Back in Time: The West Bolton History Trail* 1999), assisting with the development and construction of interpretive displays (in Jonesville, Williston, St. Johnsbury and at the Chimney Point State Historical Site), leading walking tours of sites (St. Johnsbury 1996 and West Bolton 1998), and assisting with UVM CAP's Archaeology Camp for Kids 2000 and 2001 and excavations open to the public (West Lake Shore Drive and Plumies Point 2004).

ADDITIONAL ARCHAEOLOGICAL EXPERIENCE:

Arnold's Bay, Ferrisburg, Vermont (1988).
Vermont Historical Society's archaeology workshop Calais, Vermont (1988).
Charlestown Overpass Site, West Virginia (1989).
Mount Independence, Orwell, Vermont (1989).

ADDITIONAL COMPUTER SKILLS:

Adobe Illustrator (artifact illustration, schematic images of features, and thematic mapping).
Adobe Photoshop.

ORGANIZATIONAL MEMBERSHIPS:

Center for Research on Vermont (2004-present).
Vermont Archaeological Society (1999-present).
Vermont Historical Society (1998-present).

REPORTS AND PUBLISHED MATERIALS:

Author and/or co-author of 50+ technical reports. Numerous papers at professional meetings and dozens of public presentations summarizing the results of historic and archaeological research

CATHERINE ANNE QUINN
18 Russell Street, Saint Albans, VT 05478
(802) 540-5053
catherine.quinn@uvm.edu

EDUCATION

University of Vermont, Burlington, VT; 1998-2000, M.S. Degree in Historic Preservation, March 2000
University of Maine, Orono, ME; 1992-1993, Anthropology and Archaeology Courses, 12 credit hours
Hobart and William Smith Colleges, Geneva, NY; 1981-1985, B.A. Degree; Sociology Major

SELECTED WORK EXPERIENCE

POSITION: Historic Preservation Specialist & Financial Assistant, September 2008 to Present

EMPLOYER: University of Vermont Consulting Archaeology Program (UVM CAP)

DESCRIPTION OF DUTIES: Historic Preservation Specialist: Project review of standing historic resources including determinations of effect, significance assessments, photographic documentation, and design review; review projects for compliance with federal and state historic preservation laws, including Section 106 of the National Historic Preservation Act, Section 4f of the USDOT Act, 22 VSA 14, Vermont Act 250 and Vermont Section 248; prepare National and State Register Nominations and Vermont Historic Sites & Structures Surveys; prepare and submit all necessary reports; curation manager. Financial Assistant: Provide administrative, management and clerical support including overseeing project budgets and invoicing; payroll; human resources support; report editing, formatting and production; and all other aspects of general office operations.

POSITION: Historic Preservation Specialist, April 2004 to September 2008

EMPLOYER: Vermont Agency of Transportation

DESCRIPTION OF DUTIES: Identify and document historic properties that may be affected by Agency projects; review project designs for compliance with federal and state historic preservation laws, including Section 106, Section 4(f) and 22 V.S.A. 14; review consultant reports; consult with the State Historic Preservation Office, FHWA, project engineers, various local officials, Agency Environmental Specialists, consultants and the public; prepare permit documents.

POSITION: Executive Assistant and Historic Resources Manager, January 2000 to March 2004

EMPLOYER: Shelburne Farms, Shelburne, VT

DESCRIPTION OF DUTIES: Executive Assistant: Provide administrative, management and clerical support for the President; Assistant Secretary to 18 member Board of Directors, schedule and prepare for Board and Committee meetings, attend all meetings, take minutes and maintain confidential minute books; oversee all aspects of general office operations, including hiring for and supervising receptionist position. Historic Resources Manager: Coordinate renovation projects involving historic resources, including contractor contact, bid process, financial records management, permitting, Section 106 review and easement compliance; inventory and maintain current and archival buildings and landscape records; recommend treatment procedures for various architectural elements; participate in weekly facilities meetings; conduct research for, prepare and submit grant proposals and project reports; co-write and submit Shelburne Farms National Historic Landmark Nomination; supervise and work closely with Curator of Collections.

POSITION: Historic Preservation Consultant, March 2000 (sub-consultant basis)

EMPLOYER: UMF Archaeology Research Center, Farmington, ME

DESCRIPTION OF DUTIES: Conduct architectural assessments of two historic hydro-power dams and conduct a photographic survey of 130 hunting and recreational camps; complete historic research, assess significance, propose recommendations and National Register eligibility and submit findings report for each project.

POSITION: Historic Preservation Assistant, May 1999 to January 2000

EMPLOYER: Shelburne Farms, Shelburne, VT

DESCRIPTION OF DUTIES: Survey existing architectural and landscape records and develop a database, finding aid, and records management plan; locate, organize and inventory architectural and landscape architectural documents consisting primarily of blue prints and construction files from ca. 1950 to the present, and related to over 50 property resources, including historic and recent buildings, structures, objects, infrastructure systems, and landscape elements.

POSITION: Archaeologist, May 1987 to September 1998 [Research Supervisor (6 years); Assistant Supervisor (2 years); Field and Laboratory Technician (3 years)]

EMPLOYERS: UMaine Farmington, Farmington, ME; U.S.D.A. Soil Conservation Service, Orono, ME; Mercyhurst College, Erie, PA; UMaine, Orono, ME; Bishop Museum, Honolulu, HI; GAI Consultants, Monroeville, PA; University of Pittsburgh, Pittsburgh, PA

SUPERVISORS: Dr. Ellen Cowie, Dr. James Petersen, Robert Wengrzynek, Dr. David Sanger, Dr. Paul Cleghorn, Dr. Diane Beynon, Dr. James Adavasio

DESCRIPTION OF DUTIES: Supervise and conduct all phases of field investigation at prehistoric archaeological sites including subsurface mitigation and data recovery; land surveying including site grid layout, collection of mapping data and elevation depth readings for sediment excavation; supervise and train field and laboratory technicians; analyze and interpret field results and cultural remains; process, catalog and curate cultural remains; process floatation samples; prepare charcoal samples for C-14 dating and paleo-botanical analysis; evaluate site context and significance and recommend future treatment of resources and appropriate mitigation measures; write and prepare professional technical reports; edit archaeology reports; manage artifact databases.

**Basin Street Improvement Project; Bristol TAP TA 22(1) and
07110-DTF-2022-04
Request for Proposal
Engineering Design Services
Town of Bristol, Vermont**

Issued: May 12, 2023

Due: May 30, 2023

Contact person: Patrick Travers, MPM, (802) 782-3354, ptravers@gpinet.com All questions related to this request for proposal shall be addressed to this individual no later than five (5) business days prior to the due date above.

I. INTRODUCTION

The Town of Bristol is requesting a Proposal for Design Services on the Basin Street Improvement Project funded in part by the Federal Highway Administration (FHWA) through the Vermont Agency of Transportation (VTrans) Municipal Assistance Section (MAS) Transportation Alternatives Program (TAP) grant, through the Vermont Agency of Commerce and Community Development Downtown Transportation Fund (DTF) grant, through the Vermont Department of Environmental Conservation (VTDEC) Ecosystem Restoration Grant Program (ERP) Clean Water Initiatives grant, and the Town of Bristol.

The purpose of the Basin Street Improvement Project is to stabilize a sloughing slope embankment along Main Street, improve drainage in the area to mitigate erosion issues and reconfigure the intersection of Basin Street / Main Street / East Street to make it safer for motorists and pedestrians.

The project area is located on Main Street (VT Route 17) just east of Bristol's Central Business District.

Basin Street meets the Main Street / East Street intersection at a 20% slope, thereby making it very difficult for motorists to have a sufficient sight line when pulling into Main Street. As the existing crosswalk traversing Basin Street is at that same 20% pitch, it is a challenge for wheelchair users to use that crosswalk. With current drainage patterns and the lack of a proper stormwater collection system, a chronic erosion problem exists at the embankment of Main Street, just west of its intersection with Basin Street. Sloughing of the slope has been a recurring problem, which has required the Town to routinely repair and reconstruct the roadway shoulder, adjacent sidewalk and guardrail that runs along the crest of the embankment. Possibly exacerbating the sloughing situation, the Town has routinely used the embankment area as a location to dump snow and construction debris.

A preliminary engineering study of the area was conducted in the past by Green Mountain Engineering. The study assessed current conditions, and presented potential solutions to control runoff, mitigate erosion, and improve the Basin Street / Main Street / East Street intersection.

The project is managed locally by Patrick Travers, Municipal Project Manager. The owner of the project is the Town and the sole authority for the Design Engineering Consultant during the project rests with the Town of Bristol Selectboard, through its Town Administrator and Municipal Project Manager.

Project development must follow the VTrans Municipal Assistance Section (MAS) process. Questions related to the MAS project development process can be answered by VTrans Project Manager, Peter Pochop, Municipal Assistance Section, by phone at (802) 477-3123 or email at peter.pochop@vermont.gov.

All work will be accomplished in accordance with the following:

- MAS Guidebook for Municipally Managed Projects (found on the VTrans MAS website: <https://vtrans.vermont.gov/highway/local-projects>)
- MAS Project Development Process (found on the VTrans MAS website)
- Specifications for Contractor Services (found on the VTrans MAS website).

II. SCOPE OF WORK

The Town of Bristol has entered into an agreement with the Vermont Agency of Transportation to develop a project to improve drainage along Main Street, stabilize a failing slope on the south side of Main Street and modify the intersection where Basin Street meets Main Street and East Street. This project is funded in part by the Federal Highway Administration, the Vermont Agency of Transportation, the Vermont Agency of Commerce and Community Development, Vermont Agency of Natural Resources, and the Town of Bristol. Accordingly, all aspects of project development, from developing a purpose and need statement to constructing the project, must conform to applicable federal and state regulations and contract provisions.

In general, the scope of this project will follow the project development process used by the Municipal Assistance Section of VTrans as follows:

- Project kick-off and development of conceptual plans
- Submission of documentation and plans for NEPA process
- Development of preliminary plans
- Develop Right of Way (ROW) plans, if necessary, and assist with ROW documents
- Develop contract plans, technical specifications, final engineer's estimate and bid documents and assist with the bidding process
- Limited assistance during construction

Consultants should note that general guidance, templates, and other relevant design information can be accessed on the MAS SharePoint site found at <https://outside.vermont.gov/agency/VTRANS/external/MAB-LP>

The development of Conceptual Plans through Contract Plans, Specifications and

Estimates will, at a minimum, consist of the following Scope of Work phases and tasks:

Phase A- PROJECT DEFINITION

Task 1: Project Kick-off

The consultant will convene a project kick-off meeting to discuss the goals and objectives of the municipality and define the project development process. The VTrans project Supervisor / Manager will be a participant in this meeting and will provide an overview of the typical project development schedule for locally managed projects. The Consultant will discuss the project schedule and arrange to collect all information relevant to the project, including all existing project files, underground utility information, tax maps of the affected properties, etc. The consultant will coordinate and schedule this meeting and take notes to document the discussions and decisions made and to distribute to parties of interest.

Task 2: Topographic Survey & Base Mapping

2.1 Right-of-Way and Deed Information

The consultant is to develop a base map that shows the approximate limits of the existing Right-of-Way. The municipality will provide available roadway plans, land records, property deeds and tax maps on file for the properties within the project limits. The purpose will be to document the property lines and owners within the project limits for subsequent Right-of-Way use. This right of way and property information will be compiled and presented on the plans.

2.2 Utility Location

The consultant shall identify all existing overhead and underground utilities that may be affected by project construction and depict their location on project plans.

2.3 Ground Survey

The consultant will perform the topographic survey for this project in general accordance with VTrans survey guidelines and requirements. The survey will include enough information to design, permit, acquire Right-of-Way and construct the project.

Task 3: Conceptual Plans

The consultant will prepare Conceptual Plans and a conceptual construction cost estimate for the improvements. The Conceptual Plans will indicate the existing topography and other base information and illustrate the proposed work. The design will be in accordance with the Vermont Pedestrian and Bicycle Facility Planning and Design Manual, 2018 VTrans Standard Specifications for Construction, the current editions of the Vermont State Standards, the Public Rights of Way Accessibility Guidance issued by the US Access Board, and the most recent edition of the Manual on Uniform Traffic

Control Devices. Identified rights-of-ways, utilities, natural and cultural resources, and other features affecting the design will be indicated on the plans. The basis for project pay items will be the 2018 VTrans Standard Specifications for Construction. Note that if the project falls primarily within the right of way of a state highway, the plans shall be developed using MicroStation software and shall generally follow the 2014 VTrans CADD Standards and Procedure - <http://vtranscaddhelp.vermont.gov/>.

The Conceptual Plans are anticipated to consist of:

- Title Page
- Layout Sheets showing existing and proposed features
- Preliminary profiles
- Approximate right of way lines and construction limits (consultant shall provide supporting information addressing how right of way limits were determined)
- Typical Sections for the proposed improvements
- Cross Sections

Together, these drawings illustrate the information necessary to define the project and will include information such as:

- Roadway, sidewalk and/or path design (cross slope, material type, and thickness)
- New or modified subsurface drainage
- Limits of construction
- Pavement markings and signs

Conceptual Traffic Control (at a minimum, plans shall reference VTrans standard drawings or Typical Applications from the MUTCD that illustrate how work zone traffic will be addressed).

The consultant will submit two full size copies of the Conceptual Plans and construction cost estimate to the municipality, along with one set of the plans and estimate for VTrans in .pdf format. VTrans distributes plans electronically for review and they must be in .pdf format for this purpose. The conceptual cost estimate must be prepared in a complete and concise tabular format and will be submitted in .pdf format. The consultant will develop the construction cost estimate utilizing individual items and unit prices consistent with the 2018 VTrans Standard Specifications for Construction, including any revisions, supplements, or addenda.

The consultant will also submit a written assessment of the possible impacts of the project on existing vehicle, pedestrian and bicycle traffic. Based on the [VTrans Work Zone Safety and Mobility Policy and Guidance document](#):

- Determine project significance (Project Type - A, B, C or D).
- All Project Types require the design engineer to fill out and submit the Traffic Management Plan (TMP) checklist and submit it to the MA Project Supervisor / Manager.

- Depending on significance, the selected firm must be prepared to develop Temporary Traffic Control (TTC) plans, Traffic Operations (TO) requirements and Public Information (PI) strategies.
- Submit TMP checklist and supporting documentation with Conceptual Plans.

If traffic control measures, including any needed temporary pedestrian facilities, are needed, their cost shall be included in the project cost estimate.

Task 4: Resource Constraints & CE Documentation

The consultant is expected to identify natural and cultural resources on the project plans to support the municipality in satisfying the NEPA process which is expected to be at the level of Categorical Exclusion (CE).

4.1 Natural Resource Identification

The consultant will confirm the presence or absence of any known natural resources in the project vicinity and will identify these resources on plans of the project area. Please refer to the MAS SharePoint site at <https://outside.vermont.gov/agency/VTRANS/external/MAB-LP/SitePages/Environmental.aspx> for a detailed outline of the requirements for Natural Resource Identification.

4.2 Historical/Archaeological

The consultant will determine any historical or archaeological impacts and VTrans staff will provide concurrence as part of completing the CE. Please refer to MAS Share point site at <https://outside.vermont.gov/agency/VTRANS/external/MAB-LP/SitePages/Environmental.aspx> for a detailed outline of the requirements for Historical/Archaeological identification. Written approval from the Vermont Division for Historic Preservation of the project plans will be required.

4.3 Other Permitting & Investigations

The Consultant will determine the need for other environmental permits and will assist the municipality in acquiring all necessary federal, state, and local environmental permits necessary to complete the project. The municipality is generally responsible for any permit fees, although these are waived for some permits.

4.4 Preparation of the Categorical Exclusion Document

Because federal funding is involved with this project, the National Environmental Policy Act (NEPA) process and requirements must be followed. To meet the requirements of this act, a Categorical Exclusion (CE) Document must be completed. The consultant will prepare the VTrans environmental analysis sheet and supporting documentation will be submitted to VTrans for review and concurrence. VTrans will complete the process with the FHWA.

Phase B- PROJECT DESIGN

Task 5: Preliminary Plans

Once the NEPA process has concluded, the consultant will develop preliminary plans for the project. The preliminary plans will include all the information from the conceptual plans and will add further detail, including any stormwater drainage and required erosion prevention and sediment control measures. The preliminary plans will contain, at a minimum:

- Title Sheet
- Typical Section
- Base Plan with a project centerline and existing ROW information
- Profiles
- Cross Sections
- Driveway treatments
- Drainage details
- Erosion Prevention measures and details
- Signs and pavement markings
- Lighting
- Traffic control plans for motor vehicles, bicycles (if accommodated separately from motor vehicles) and pedestrians including any details not covered by VTrans standard drawings or MUTCD Typical Applications. Submit revised/ updated TMP checklist and supporting documentation with Preliminary Plans.

In addition to preliminary plans, the consultant will develop a revised Engineer's Estimate.

A submittal to VTrans is expected at this stage for VTrans review. The plans, estimate and draft TMP (if applicable) will be submitted to VTrans in a .pdf format. All comments and changes resulting from the review will be addressed by the consultant in the following set of plans.

Task 6: Right-of-Way Plans & Acquisition Process

Using the project construction limits and any anticipated need for temporary rights during construction, the need for additional right of way will be confirmed by the Consultant. They will determine if any additional right-of-way (ROW), including all permanent and temporary easements, beyond the existing ROW is required to construct the project. If the project is in a state highway ROW, it will require a VTrans State Highway Access and Work Permit, and the consultant will work with the town to obtain this permit from VTrans.

6.1 Right of Way Plans

Existing ROW, and all areas of additional ROW, whether temporary or permanent, will be clearly indicated on ROW plans prepared by the Consultant in accordance with standard survey practices. Draft ROW plans and draft easements will be submitted to

VTrans for review and approval prior to negotiating with property owners. Easement language must be consistent with guidance provided by the VTrans ROW section. Easements are typically developed by municipal attorneys, but their content must match information shown on the ROW plans. ROW plans must include all the elements of preliminary plans with the addition of the following:

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

If Right-of-Way acquisition is simple and/or does not involve many parcels, it is acceptable to include Right-of-Way information on the project plan sheets.

6.2 Right of Way Coordination

The municipality will be responsible for appraisals, negotiations and completing the acquisitions. The Consultant will assist and work closely with the municipality throughout the ROW phase, including any Necessity and Condemnation procedures. ROW acquisition must conform to Public Law 91-646 and 100-17, which together are referred to as the “Uniform Act.”

Task 7: Final Design/Bidding

The consultant will prepare the final construction design of the project. Final Design will include final plans, an updated construction cost estimate, and draft special provisions. These provisions will supplement the VTrans Standard Specifications for Construction (2018) which will serve as the basis for the construction of the project. Final plans will be submitted to VTrans for review and comments. All comments and changes resulting from the review will be addressed by the consultant in the following set of plans. The contract plans will include all information necessary to put the project out to bid.

7.1 Final (85%) Plans

The Consultant will submit Final plans along with an updated listing of items and quantities, and an associated cost estimate for municipal and VTrans review and concurrence. These plans will incorporate all comments and conditions received from permitting agencies. Final utility relocations will be shown. ROW plans (if necessary) showing acquisition lines and any agreements made with property owners will be included. The Consultant will certify through the signature of an engineer registered in the state of Vermont to practice “structural or civil” engineering that these plans and subsequent 100% plans meet all applicable standards, codes and requirements for design and public safety (design certification.) The Consultant will also provide a “Utility & Railroad Clearance” that indicates that all necessary utility coordination has been completed. Submit revised/ updated TMP checklist and supporting documentation with Final Plans.

7.2 Special Provisions

The Consultant will develop any project special provisions to cover items not contained in the VTrans 2018 Standard Specifications for Construction or those items that vary from the standard specifications.

The consultant is hereby informed that the VTrans specifications are to be updated in the next 6 to 12 months and the current applicable set of specifications at time of bidding are to be utilized.

7.3 Final Estimate

The consultant will develop a final engineer's estimate.

Task 8: Contract Plans, Construction Bidding and Award

The consultant will take all the necessary steps to provide the municipality with a complete package which can be put out to bid. The municipality is responsible for the bid advertising process.

8.1 Contract Plans

The consultant will submit Contract (100%) Plans along with an updated list of items, quantities and an associated cost estimate for municipal and VTrans review and concurrence. These plans will incorporate any final changes since the review and acceptance of 85% Plans. These plans will be signed and stamped by the Consultant's licensed PE.

8.2 Construction Bid Package

Once the Contract Plans are approved, the Consultant will be responsible for assembling the Construction Bid Package. The complete Construction Bid Package will include all the following items:

- Complete Contract (100%) plans.
- Construction cost estimate.
- Final utility relocations, clearances, and special provisions.
- Right-of-way clearances and special agreements.
- Construction special provisions.
- All necessary permits acquired, and conditions noted.
- Construction Contract specifications.
- Include TMP checklist and supporting documentation in the project bid documents.
- Bid Documents including instructions to bidders, bid form and all required federal documents (Note: VTrans has developed a bid document template that should be used as a starting point.)

8.3 Bid Process

The Consultant will be available during the bidding process to answer any technical questions about the project design. Once bids are opened, the consultant will confirm that all required components of the bid have been submitted. The consultant will conduct an analysis of the bids and will provide a recommendation to the municipality and VTrans on award of the contract after review of the bids. The bid analysis will generally follow FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation. This can be found at <https://www.fhwa.dot.gov/programadmin/contracts/ta508046.cfm>. Additionally, please refer to the MAS – Recommended Bid Analysis Procedures in SharePoint for detailed instructions.

Task 9: Construction Services

The Consultant shall be prepared to hand off the responsibility for the TMP checklist and supporting documentation to the construction inspector at the pre-construction conference.

The Consultant will provide limited assistance during the construction phase, primarily to answer any design questions that come up. The consultant will also review for conformance any required contractor submittals. It is anticipated that three to six visits to the project site during construction will be required.

Task 10: Stormwater Best Management Practices (BMP) Final Report and Operation and Maintenance Plan

The Consultant will prepare an Operation and Maintenance Plan on a form provided by the Vermont Department of Environmental Conservation (VTDEC) to ensure that stormwater improvements funded through this project will continue to function properly throughout their useful lives and contribute to improving water quality conditions of Vermont's waterways. A Best Management Practices final report will also be completed using a form provided by VTDEC. The forms are also appended to the 07110-DTF-2022-04 grant agreement.

III. RESPONSE FORMAT

Responses to this RFP should consist of a Scope of Work and Cost Proposal being submitted electronically to the MPM. The proposal package shall include:

1. A cover letter expressing the firm's interest in working with the Town of Bristol.
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 because 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 clearly identifying 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. Federal Aid projects often take at least 4 years from Grant award to construction completion. See the MAS Project Development Process flowchart at <https://outside.vermont.gov/agency/VTRANS/external/MAB-LP> for additional information.
 6. 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.

Please note that the proposal should be limited to a total of 25 pages.

IV. SUBMISSION

All questions related to this request for proposal shall be addressed to the contact person indicated.

The proposal shall conform to the following requirements. The proposer shall: Submit as an electronic submission via email clearly marked in the subject with the project name. Please inform the Contact Person prior to submission to avoid proposal being relegated to their spam or junk email files.

The proposal upon submission becomes the property of the Town of Bristol. The expense of preparing and submitting a proposal is the sole responsibility of the consultant. The Town of Bristol reserves the right to reject the proposal received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the Town of Bristol. This solicitation in no way obliges the Town of Bristol to award a contract.

V. 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 not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101; Phone: (802) 828-2363, (800) 439-8683; Vermont Relay Service – 711; Web: <https://www.vtsosonline.com/online>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

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 regarding the utilization of DBEs for the work covered in the RFP. It is expected that the consultant will make good faith efforts to solicit DBE sub-consultants. The successful Consultant will be expected to execute sub-agreements with sub-consultants named in the At-the-Ready Consultant Services proposal upon

award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Specifications for Contractor Services located on the Municipal Assistance Section website. The certificate of insurance coverage shall be documented on forms acceptable to the Town.

Basin Street Improvement Project
Bristol STP TAP TA 22(1) & 07110-DTF-04

RFP Addendum #1

May 30, 2023

Proposer is hereby notified that the date for submission of the proposal for Design Engineering Services is being extended from 30-May-2023 to 5-Jun-2023, at 4:00 PM.

RFP Addendum #2 will be issued to modify the Scope of Services to be provided by the proposer.

Patrick Travers

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Travers
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Patrick Travers, MPM
Town of Bristol

Basin Street Improvement Project
Bristol STP TAP TA 22(1) & 07110-DTF-04

RFP Addendum #2

May 30, 2023

The following modifications are hereby incorporated into the Scope of Services relative to the RFP for Engineering Design Services that was issued on 12-May-2023:

1. Include the organizing and facilitating of a **Local Concerns Meeting** (LCM) related to this project. The purpose of this meeting is not to present solutions, but to better define the problem(s). The LCM agenda shall include:
 - Explanation of the Project Development Process, in general terms.
 - Summary of the identified problems and/or conditions at the project site.
 - Seeking of comments or concerns from Town Officials and the general public.

2. Include the preparation of a **Purpose and Need Statement**.
 - Purpose and Need Statement shall clearly define the needs and goals for the project.
 - Purpose and Need Statement should not describe a solution.

3. Include an **Alternatives Investigation** and an **Evaluation of Alternatives**.
 - One alternative shall be the “no-Build” option.
 - Alternatives should be developed using appropriate design standards, guidelines, and specifications.
 - During this phase of project development, all resources in the project area must be identified. These resources, at a minimum shall include:
 - Wetlands
 - Archaeological & Historic
 - Section 4(f) Properties
 - Fish & Wildlife Habitat
 - Endangered/Threatened Species, Unique Natural Areas
 - Community Character / Aesthetics / Scenic Resources
 - Floodplains
 - Agricultural Lands
 - Land and Water Conservation Fund Lands (Section 6(f))
 - Hazardous Waste Sites
 - Rivers, Streams, Lakes and Ponds
 - Social Features / Demographic Data, as appropriate
 - Potential Impact on Economic Growth and Development
 - Conformance to Town and Regional Plans
 - Need for a Design Exception
 - Wastewater Treatment Options
 - Potential Impacts to Railroads

4. Include the organizing and facilitating of an **Alternatives Presentation Meeting**.
 - Results of the Alternatives Investigation shall be presented, via a warned public meeting, to Municipal Officials and the general public.
 - Input and comments shall be sought from Municipal Officials and the public.
 - Culmination of the Alternatives Presentation Meeting will be the selection of the desired alternative.

Additional Clarifications, as Requested:

- a. The Town has not previously had discussions with the owner of the property located directly to the east of Basin Street. Hence, it is unknown whether that property owner would be amenable to a slope easement on their property.
- b. Due to the conditions discovered during the site walkthrough on 5-May-2023, the Town supports the proposal to die test and perhaps camera/tone locating the drainage.

Patrick Travers Digitally signed by Patrick Travers
Date: 2023.05.30 15:15:23 -04'00'

Patrick Travers, MPM
Town of Bristol

TOWN OF BRISTOL, VERMONT

Bristol TAP TA 22(1)

SCOPE OF WORK

Project Description

The project is located at the intersection of VT Route 17 (East Street) with Mountain Street and Basin Street. The Town's stated project goals are to stabilize the sloughing slope embankment, improve stormwater infrastructure to mitigate erosion, and modify the intersection to improve the line of sight for vehicular traffic and make navigating the intersection easier for persons with disabilities, pedestrians, other non-vehicle traffic, and motorists. Basin Street intersects Main and East Streets at a 20% slope. Mountain Street is slightly offset from the intersection across from Basin Street. Due to the steep slope, motorists have a very limited line of sight when making turns onto either East Street to the right or Main Street to the left. There is a crosswalk at the Basin Street intersection with a 20% cross slope making it difficult for pedestrians, cyclists, or those using a wheelchair or pushing a stroller to successfully navigate. The area lacks an adequate stormwater collection system, and current drainage patterns have led to substantial erosion. The embankment is chronically sloughing and frequently requires the Town to invest time and resources into routine repairs. The area of the embankment is utilized by the Town to dump snow and construction debris.

Phase A – Project Definition

The primary purpose of this phase is to advance the project through Revised Conceptual Design and Environmental Documentation.

Task 1: Project Kick-off

Task 1.1 Prepare for and attend Kickoff Meeting. D&K will coordinate, schedule and lead a Project Kick-off meeting to discuss the project development process, goals, scope of the project, objectives and schedule. Prior to the meeting, D&K will develop and submit an agenda for the Project Team's review. At the meeting, D&K will take notes to document the discussions and decisions made during the meeting. Additional topics of discussion at this meeting could include, but are not limited to:

- Safety considerations
- Drainage improvements
- Property owner concerns
- Project Stakeholders
- Typical Section
- Access management
- Material types and thicknesses

The meeting will be held in person with D&K staff. Immediately following the meeting, D&K will visit the site, take notes and observations to better understand the project site and constraints.

1.2 – Meeting minutes. D&K will prepare minutes and distribute to all interested parties for review and approval. The minutes will document decisions made by the project team, design clarifications, and other topics of discussion.

Deliverable: Meeting minutes.

Task 2: Topographic Survey, Borings and Base Mapping

2.1 - Right-of-Way and Deed Information. D&K understands that the Municipality will provide all available roadway plans, land records, property deeds and tax maps on file for the properties within the project limits. With this understanding D&K has only assumed compiling this information onto the plans. If during the design process research is required by D&K this will be handled under a separate agreement.

2.2 - Utility Location. To locate existing utilities within the project area, D&K will make contact with the appropriate utility owners. Requests will be made for all available information including record drawings, sketches, as-builts, etc. All information received will be transferred to the basemap for subsequent use in the project development process. One site visit with utility providers has been allocated to this task. If additional site visits are required, then this work will be performed under a supplemental agreement. Services for coordinating and subsurface stormdrain locating have been provided.

The existing utility poles are located along the south side of East Street and the west side of Basin Street. The one pole located within the anticipated construction limits on Basin Street may require relocation depending on the final geometric improvements. It is anticipated that no below ground utility providers will be affected by this project.

2.3 - Ground Survey. D&K will perform a topographic survey of the project area. The survey envelope will include an approximate 50' swath either side of Basin Street for approximately 500', a 35' swath both side of West Street for approximately 500' and will include the majority of the parcel located in the Southwest quadrant of the intersection of West Street and Basin Street. Features including the roadway and shoulder widths, drainage, utilities, appropriate contour intervals, and other information required to properly design the improvements will be collected.

Vertical and horizontal control points and benchmarks will be established and will be shown on the drawings with the applicable tie information. Project control will be based on NAD 83(1996) datum and the Vermont State Plane Coordinates. D&K will incorporate into the existing base plan.

Prior to entering on private property, D&K understands that the Municipal Project Manager (MPM) will notify adjacent property owners.

2.4 - Borings. D&K's subconsultant will perform sub surface investigation and provide a geotechnical report summarizing the subsurface conditions, stabilized slope type recommendations and geotechnical parameters of retaining wall design if required. Depending on the wall type chosen, either D&K or the wall supplier will utilize the report to design the retaining walls under a supplemental agreement.

Task 3: Conceptual Plans

3.1 – Local Concerns Meeting. To satisfy VTrans MAS process requirements, D&K will attend and participate in a local concerns meeting to gather concerns property owners, town folks and the Select board. These concerns will be considered while developing alternatives and conceptual plans.

3.2 – Purpose & Need Statement. To satisfy VTrans MAS process requirements, a purpose and need statement will be developed, as this does not appear to have been included in the previous scoping study. D&K will develop the statement and submit it to VTrans and the Town for Review and Approval.

3.3 – Development of Alternatives. To satisfy VTrans MAS process requirements, D&K will develop alternatives for the Select board to consider. These alternatives will be as follows.

Basin Street

- Alternative 1: Re-profile Basin Street on its current alignment to improve grading with the East Street intersection.
- Alternative 2: Re-Aligning Basin Street to the west increasing the length to allow grading to improve with the east Street intersection. Assumes removal/replacement of existing wall is not required.
- Alternative 3: No Build

East Street Slope

Slope stability alternative will be determined after evaluation of the geotechnical boring investigations, but could likely include:

- Alternative 1: Stone Fill Slope
- Alternative 2: Earth Fill Embankment Slope Stabilization
- Alternative 3: No Build

Alternatives and associated budgetary opinion of probable cost will be presented to the Select board. D&K can present in person or virtually.

3.4 - Conceptual plans. D&K will prepare Conceptual plans for the proposed improvements. The plans will indicate the existing topography as well as the revised sidewalk alignment.

- Vermont Pedestrian and bicycle Facility Planning and Design Manual
- 2023 VTrans Standard Specifications for Construction
- Current Vermont State Standards
- The Public Rights of Way Accessibility Guidance (US Access Board)
- Manual on Uniform Traffic Control Devices
- VTrans Guidelines for Pedestrian Crossing Treatments

- Other guidelines as applicable

Identified rights-of-way, utilities, natural and cultural resources, and other features affecting the design will be indicated on the plans. The plans are anticipated to consist of:

- Title Sheet
- Conventional Symbology Legend Sheet
- Typical Section Sheet
- Quantity Sheet(s)
- Plan Sheet(s)
- Traffic Sign Summary Sheets
- Cross Section Sheet(s)

3.5 - Measurement of Pay Item quantities. Based upon the information shown in the Conceptual plans, D&K will develop pay item quantities. Non-standard construction items will be paid for by a special provision pay item. Based upon this project type, the amount of special provision pay items are anticipated to be minimal.

3.6 - Cost Opinion. A cost opinion will be prepared in conjunction with the Conceptual plan development. The cost opinion will be based primarily upon the VTrans IPDweb cost estimating software. The Cost Opinion will utilize and individual item and unit price basis and will be summarized in a table format.

Deliverables: Conceptual plans and Cost Opinion.

3.7 – Traffic Management Plan. D&K will determine the significance of this project based upon Table 4 of the VTrans Work Zone Safety and Mobility Policy and Guidance document. Based upon previous experience, it is anticipated that this project will be of type C project significance. The Traffic Management Plan (TMP) checklist will be developed and submitted with the Preliminary plans. It is assumed that Temporary Traffic Control (TCC) plans, Traffic Operation (TO) requirements and Public Information (PI) strategies will not be required.

Task 4 - Resource Constraints and CE Documentation

In order to obtain State and Federal clearances, certain environmental resource identification and inventory must be conducted.

4.1 – Natural resource identification. D&K's Wetland Scientist will conduct a site visit to document wetlands, rare species, and any other notable natural resources along the project limits. A formal wetland delineation will be conducted during the growing season. Any wetlands in the vicinity of the project area will be delineated in accordance with the current Army Corps of Engineers methodology. Wetland boundaries will be flagged in the field, recorded using a GPS unit with sub-meter accuracy, and transferred to a base plan. Results of the wetland delineation will be summarized in a memorandum.

Deliverables: Natural resources memorandum

4.2 – Cultural resource identification. The purpose of this task is to further document any cultural resources that may be impacted by the project.

D&K's subconsultant, University of Vermont Consulting Archaeology Program (UVM CAP) will perform the required investigations for these resources. This will involve studying existing conditions, the physiography and hydrology of the project area, review of historical maps, and an assessment of precontact and potential historical resources in the project area. This information will be summarized in a report and submitted with the Categorical Exclusion document. In the reports, UVM CAP will recommend if additional investigations may be necessary. This will be confirmed by VTrans's Archaeology Officer under NEPA review.

Deliverables: Historical and Archaeological resource assessment report.

4.3 Other Permitting and Investigations. Not used - see Phase B - Project Design - Task 5 Preliminary plans.

4.4 - Preparation of the Categorical Exclusion document. Because Federal funding is involved with this project, the National Environmental Policy Act (NEPA) process and requirements must be followed. D&K will prepare a CE Environmental Analysis Sheet based on the accepted Conceptual Plan design and coordinate with the appropriate resource agencies for the necessary reviews. This analysis sheet and the appropriate supporting documentation will be forwarded to the Town and VTrans for review and concurrence.

Deliverables: CE Documentation.

Phase B - Project Design

The purpose of this phase is to advance the project through final design and permitting, conduct utility coordination, secure any right-of-way that's needed, and to get authorized by VTrans to advertise the project for construction.

Task 5 - Preliminary Plans.

5.1 - Address VTrans OLSR comments. Comments received during the review of the Conceptual plan submission by the Town and VTrans will be addressed and incorporated into the Preliminary plans. A response document will be developed and submitted to VTrans when Preliminary plans are complete.

Deliverable: Response document to VTrans OLSR review.

5.2 - Preliminary Plans. As part of the Preliminary Design, D&K will develop the design and prepare plans to show the improvements. The Preliminary Plans are anticipated to consist of:

- Title Sheet
- Typical Section Sheets
- Conv. Symb. and Legend Sheet
- Tie Sheets (control)

- General Notes Sheet
- Detail Sheets (roadway, sidewalk, wall, driveway)
- Layout Sheets (2)
- Erosion Control Construction Conditions Plan Sheets
- Erosion Control Details
- Traffic Control Notes sheet
- Construction Approach Signing Sheet
- Traffic Sign Summary Sheet
- Cross Section Sheets

They will illustrate the information necessary to define the project and will include information such as slope, roadway and sidewalk details, construction limits, existing and required right-of-way, existing utilities, pavement width and depth transitions, cut-to-fill transitions, driveway improvements, drainage, environmentally sensitive features, traffic signs and pavement markings, and traffic control measures. In addition, cross sections will be templated and construction limits and notes will be indicated on the Layout Sheet.

5.3 – Measurement of Pay Item Quantities. The Preliminary plan quantities will be updated based upon the Conceptual plan review comments and to reflect the proposed improvements shown in the Preliminary plans.

5.4 - Cost Opinion. The Conceptual Plan Cost Opinion will be updated to reflect the level of detail indicated on the Preliminary Plans. The unit pricing will be based primarily upon the VTrans IPDweb software.

Deliverables: D&K will electronically submit the Preliminary Plans and Cost Opinion to the Town and VTrans for review and comment.

Task 5.5 - Permitting

Based on our knowledge of the existing conditions, D&K anticipates the following for permitting:

5.5.1 - State Highway Access (1111) permit. Since this project resides within the Class 1 limits, a State Highway access permit will not be required. If coordination is required, then this work will occur under a supplemental agreement.

Vermont Individual Wetlands Permit. The project corridor is in an existing developed neighborhood near downtown Bristol. Additionally, no wetlands were identified on initial GIS review. It is likely no permit will be required. After field verification, it is possible either no permit will be required or an Individual Wetland permit will be required. If the latter then this additional effort will be performed under a supplemental agreement.

ACT 250. D&K is not aware of any parcels falling under ACT 250 permits. It is assumed that this project will not trigger this permit. If this permit is triggered, then this work will be performed under a supplemental agreement.

USACOE General Permit. It is assumed that this permit will not be required. If this permit is required, then this work will be performed under a supplemental agreement.

5.5.2 - Construction Stormwater General Permit. Reviewing the 2019 study alternatives the total project area is likely to exceed 1 Acre. Based upon this, a Construction Stormwater General Permit will be required.

Construction Stormwater Operational Permit. The current threshold to trigger this permit is ½ of an acre of impervious pavements. It is assumed that this project will not trigger this permit. If this permit is triggered, then this work will be performed under a supplemental agreement.

Stream Alteration Permit. D&K does not anticipate the need for a Stream Alteration Permit. If this permit is required, then this work will be performed under a supplemental agreement.

Local Zoning. D&K is unaware of any local zoning requirements that would require permitting, hearings, meetings, etc. If any local permitting or coordination is required, then this work will be performed under a supplemental agreement.

Deliverables: None

Task 6 - Right-of-Way Plans and acquisition process

D&K will assist the Town throughout the right-of-way acquisition process. New permanent easements or right-of-way may be required along portions of Basin Street and temporary easements will be required to facilitate construction. Because of the use of Federal money, we will follow the VTrans right-of-way acquisition process.

6.1 – Draft Right-of-Way Plans. Draft Right-of-Way Plans will be prepared under the direction of our Project Manager and will be reviewed by our Land Surveyor with experience in municipally managed projects that follow the VTrans requirements for right-of-way acquisition. These plans will clearly indicate the existing roadway right-of-way limits, property lines, property owner’s names, as well as new permanent and temporary easements required for construction of the project. The Draft Right-of-Way Plans will be provided to the MPM for the preparation of draft Easement Agreements by the town attorney for each affected property owner. D&K anticipates the following sheets for the Right-of-Way plans:

- Right-of-Way Title Sheet
- Right-of-Way Detail Sheet
- Right-of-Way Plan Sheets

The right-of-way plans will be simplistic in nature, and be suitable for filing for the Town’s records. They will show beginning/end of any permanent easements, lengths of permanent easements, and call out any and all temporary easements. Metes and Bounds on each easement will not be required. D&K anticipates the need to acquire temporary or permanent easements for nine (9) parcels of land:

Once the Easement Agreements are drafted by the MPM and/or Town attorney, D&K will submit all copies of the draft Easement Agreements and Right-of-Way Plans to VTrans for approval. Upon approval of the draft Right-of-Way Plans and Easement Agreements, the Town will initiate the acquisition process to obtain any rights-of-way and easements necessary to construct the project.

6.2 – Right-of-Way Coordination. D&K anticipates that the MPM will conduct any needed property owner meetings. However, D&K may be needed for property owner meetings to explain specific impacts to each owner's property, and work to resolve any issues or concerns to the satisfaction of the owner. For the purposes of this proposal, D&K has anticipated the need to attend three (4) in person property owner meetings and to answer questions from property owners.

Under this task, D&K understands that the municipality shall be responsible for waiver valuations, appraisals, negotiations and acquisitions. Additionally, D&K assumes no Necessity and Condemnation procedures will be required. If this process is required, and assistance is needed from D&K, this work shall be performed under a supplemental agreement.

6.3 – Final Right-of-Way plans. Upon completion of the right-of-way negotiations between the Town and affected property owners, D&K will prepare Final Right-of-Way Plans for this project. These plans will show the final limits of permanent and temporary easements and takings. The plans will be suitable for filing at the Town office and for inclusion into the Final Plans. These plans will reflect final discussions, negotiations, and agreements between the Town and property owners. The Final Right-of-Way plans have been assumed to be submitted on mylar paper, and mailed to the Town for recording.

Deliverables: Draft and Final Right-of-Way plans.

Task 7 - Final Design/Bidding

Upon completion and receipt of all permits and utility and right-of-way clearances, D&K will prepare the Final Design portion of this project. Final Design will include the preparation of Final Plans, an updated Cost Opinion, and Special Provisions.

7.0 - Incorporate private property owner accommodations in the contract documents. There may be specific property owner accommodation requests that occur during the Right-of-Way acquisition process. These accommodations will be incorporated into the contract documents. The effort required under this task is to update the plans, specifications and/or estimate with these additional contract requirements.

7.1 - Address VTrans OLSR comments. Comments received during the review of the Preliminary plan submittal by the Town and VTrans will be addressed and incorporated into the Final plans. A response document will be developed and submitted to VTrans when Final plans are complete.

7.1.2 - Final (85%) Plans. The Preliminary Plans will be updated to address any comments generated as a result of reviews, permitting agency requirements and property owner negotiations. The Final plans will include the final details, Right-of-Way plans, construction plans, etc.

7.2 - Specifications.

7.2.1 - *Draft Specifications.* D&K will prepare the Draft Specifications package. The document will be based upon the VTrans Bid Document template. The Draft Specifications package will include:

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Special Provisions (see task 7.2.2)
- Permits
- Federal Documents
- Necessary clearance documents (Design Certification, Right-of-Way, Utility & Railroad)
- TMP checklist

7.2.2 - *Special Provisions.* D&K will prepare Special Provisions for this project. These pay items will cover items not included in the VTrans 2018 Standard Specifications for Construction. The documents will inform the contractor:

- Description of the work to be performed
- Measurement of the pay item
- Material requirements
- Basis of payment
- Construction requirements

Also included with this submission will be the remainder of the bidding documents so that VTrans will have the opportunity to review the documents twice. From past experience, this has resulted in a reduced schedule in order to get Notice to Proceed to bid the project.

7.3 Final Estimate

7.3.1 - *Measurement of Pay Item Quantities.* The Final plan quantities will be updated based upon the Preliminary plan review comments, and permitting requirements, property owner accommodations and to reflect the additional proposed improvements shown in the Final plans.

7.3.2 *Cost Opinion.* A Construction Cost Opinion will be prepared as part of the Final Plan development. The VTrans IPDweb Cost Opinion previously prepared will be revised to reflect the additional level of project detail.

Deliverables: D&K will electronically submit the Final Plans, Special Provisions, and the Cost Opinion to the Town and VTrans for final review and comment.

Task 8 - Contract Plans.

D&K will resolve any outstanding issues, finalize the contract documents, and obtain authorization from VTrans for advertisement for construction.

8.1 Contract plans. Once the Final Plans, Special Provisions, and Cost Opinion have been reviewed, D&K will address any final design review comments. The Contract Documents will be finalized and be the basis for the Town to advertise and procure contractor services to construct the project.

8.2 Construction Bid Package. D&K will develop the Construction Bid Package which will include the Contract plans, Cost Opinion and Bid Documents. The Specifications (Bid Documents) and Cost Opinion will be updated to reflect any comments from the VTrans On-Line Shared Review (OSLR) process.

8.3 - Bid Process. D&K will assist the Town during the bid phase, as outlined below:

8.3.1 -Draft a Bid Advertisement for publishing

8.3.2 - Publish and distribute bid packages to prospective contractors

8.3.3 - Answer questions to provide clarification of the design

8.3.4 – Issuance of addendum (1)

8.3.5 - Prepare a bid tabulation

8.3.6 - Perform bid analysis in narrative format to establish the lowest responsive bidder

8.3.7 - Prepare a Recommendation of Award letter based on the results of our bid analysis

The Bid Advertisement will not go in the local paper. It will be submitted to at least three electronic sites. Additionally, at the Town's request, D&K will contact specific contractors to inform them of the project.

D&K will not attend the public bid opening. The MPM or Town staff shall facilitate the bid opening, then submit the bid packages to D&K to perform the analysis of the bids.

Based upon recent guidance from VTrans, D&K understands a pre-bid meeting with prospective contractors will not be required.

Deliverables: Bid tabulation, Bid analysis and Recommendation of Award

Phase C – Construction Phase Assistance Services.

D&K will assist the Town during the construction of the project by providing design services during construction.

Task 9 – Construction Services

D&K assistances during this task will include:

9.1 - Preparation and attendance of pre-construction conference

9.2 - Answer questions (up to six Request for Information (RFI) requests assumed)

9.3 - Site Visits (up to four assumed)

9.4 - Shop Drawing/submittal reviews. D&K will review construction shop drawings for this project. This may include the traffic control plan, EPSC plan and retaining wall (if necessary). All other contractor submittals will be the responsibility of the construction inspector.

9.5 - Change Order Review. D&K will review and make recommendations on any suggested change orders. Up to Two reviews have been anticipated.

9.6 - Substantial Completion meeting

Project Assumptions and Understandings

1. For estimating purposes this proposal assumes no engineering time for wall designs. If deemed to be required after borings and alternatives have been completed then the chosen wall type will be used to amend this contract as wall design costs can vary greatly. We have assumed slope can be incorporated to eliminate the need for walls.
2. No Necessity or Compensation proceedings will be necessary for right-of-way acquisition.
3. VTrans certified Appraiser will not be required for right-of-way acquisition.
4. All permit fees will be the responsibility of the Town.
5. A VTrans State Highway Access (1111) Permit will not be required or included.
6. A Vermont Individual Wetland Permit will not be required or included.
7. A USACOE General Permit will not be required or included.
8. The 2023 Vermont Agency of Transportation Standard Specifications for Construction will be applicable for this project.
9. The Town will provide all available roadway plans and property ownership, property line research and how R.O.W was established (if required by VTrans)
10. The Towns desire is to construct the project in 2026. If the project is delayed, direct and overhead rates may require adjustment.

BRISTOL, VERMONT
Bristol TAP TA 22(1)



Fee Estimate

Round trip, Bristol - Randolph = 120 miles
Round trip, Bristol - S. Burlington = 70 miles

Project Phases & Tasks	Labor Categories											Total Hours
	Project Principal	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Design Technician	Structural Engineer	Wetland Scientist	Licensed Surveyor	2-Person Survey Crew	Survey Tech	Permitting Specialist	
Phase A - Project Definition												
Task												
Site Visit: S. Burlington Randolph												
1 Project Kick-off												
1.1 Preparation and attendance of kick-off meeting 1		6		4								10
1.2 Meeting minutes		1										1
2 Topographic Survey, Borings and Base Mapping												
2.1 Right-of-Way and Deed Information 1		1										1
Review and incorporate into plans		2		2	6			8				18
2.2 Utility Location												
verify existing information		1		2	2							5
Site visit with utility providers 1		4	4									8
Underground locating of drainage coordination		4		4								8
2.3 Ground Survey												
Topographical survey 3		1						10	28			39
Reduce data		1								18		19
Development of base map		1			24							25
2.4 Boring and geotechnical Report												
Coordination and Evaluations		8		4		4						16
3 Conceptual Plans												
3.1 Local Concerns Meeting 1		4	4	6								14
3.2 Purpose and Need Statement		2										2
3.3 Development of Alternatives (1 presentation) 1		16	16	48	60							140
3.4a Conceptual Plans (Highway)	2	12	8	16	40	16						94
3.4b Conceptual Plans (Stormwater)		1	8	8	16							33
3.5 Measurement of Pay Items Quantities		1		12	8							21
3.6 Cost Opinion		1		4	4							9
3.7 Traffic management Plan		2		6	6							14
4 Resource Constraints and CE Documentation												
4.1 Natural Resource Identification 1		1					12					13
4.2 Cultural Resource identifications		4										4
4.3 Other permitting and Investigations												
4.4 Preparation of the Categorical Exclusion Document		1		8			20					29
4.5 Management and Coordination		4										4
Phase B - Project Design												
5 Preliminary Plans												
5.1 Address VTrans OLSR comments		6		12	16							34
5.2a Preliminary plans (Highway)	1	16	24	48	60	16						165
5.2b Preliminary plans (Stormwater)		4	16	16	24							60
5.3 Measurement of Pay Item Quantities		1		12	16							29
5.4 Cost Opinion		1		1								2
5.5 Permitting												
5.5.1 State Highway Access (1111) Permit (Not included)												
5.5.2 Vermont Individual Wetland permit (Not included)												
5.5.3 USACOE General Permit (Not included)												

BRISTOL, VERMONT
Bristol TAP TA 22(1)



Fee Estimate

Round trip, Bristol - Randolph = 120 miles
Round trip, Bristol - S. Burlington = 70 miles

Project Phases & Tasks	Labor Categories											Total Hours
	Project Principal	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Design Technician	Structural Engineer	Wetland Scientist	Licensed Surveyor	2-Person Survey Crew	Survey Tech	Permitting Specialist	
6 Right-of-Way Plans and Acquisition Process												
6.1 Draft Right-of-Way Plans	1	4		8	16			4				33
6.2 Right-of-Way Coordination		8		8						2		18
6.3 Final Right-of-Way Plans		2		2	4			4		2		14
7 Final Design/Bidding												
7.0 Incorporate private property owner accommodations		4		8	8							20
7.1 Final (85%) Plans	1											1
7.1.1 Address VTrans OLSR comments		4		10	10							24
7.1.2a Final (85%) Plans (Highway)	1	8	4	16	16							45
7.1.2b Final (85%) Plans (Stormwater)		2	4		8							14
7.2 Specifications												
7.2.1 Draft Specifications	1	2	4	4								11
7.2.2 Special Provisions			2	4								6
7.3 Final Estimate												
7.3.1 Measurement of Pay Item Quantities		2	4	12	8							26
7.3.2 Cost Opinion		1	2									3
8 Contract Plans												
8.1 Contract Plans												
8.1.1 Respond and Address VTrans/Town comments		4		8								12
8.1.2 Prepare and finalize plans	1	8	2	16	30							57
8.2 Construction Bid Package	1	2	6	6	4							19
8.3 Bid Process												
8.3.1 Draft a Bid Advertisement for publishing		1										1
8.3.2 Publish and distribute bid packages		1										1
8.3.3 Answer questions		2		4								6
8.3.4 Issuance of addendum (1)		1		2								3
8.3.5 Prepare a Bid Tabulation		1		6								7
8.3.6 Bid Analysis		1	6	6								13
8.3.7 Recommendation of Award	1	1										2
Phase C - Construction												
9 Construction Services												
9.1 Preparation and attendance of pre-construction conference		4		2								6
9.2 Answer questions (up to four RFI's assumed)		4	8	8								20
9.3 Site visits (up to 4 included)		16		20								36
9.4 Shop Drawings/submittal reviews		2	16									18
9.5 Change Order Review		2	2	1								5
9.6 Substantial Completion meeting		4										4
10 Stormwater Best Management Practice (BMP) Final Report and Operations Maintenance Plan												
### Prepare and Submit Plan		2	24	12								38
Total Hours:	10	200	164	376	386	36	32	26	28	22		1,280

BRISTOL, VERMONT
Bristol TAP TA 22(1)



Fee Estimate

Round trip, Bristol - Randolph = 120 miles
 Round trip, Bristol - S. Burlington = 70 miles

Project Phases & Tasks	Labor Categories												Total Hours	
	Project Principal	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Design Technician	Structural Engineer	Wetland Scientist	Licensed Surveyor	2-Person Survey Crew	Survey Tech	Permitting Specialist			
Direct Labor	Total Hours:	10	200	164	376	386	36	32	26	28	22	0	1,280	
	Direct Rate:	\$75.00	\$64.00	\$54.00	\$45.00	\$38.00	\$75.00	\$44.00	\$55.00	\$75.00	\$35.00	\$54.00		
	Labor Cost:	\$750	\$12,800	\$8,856	\$16,920	\$14,668	\$2,700	\$1,408	\$1,430	\$2,100	\$770	\$0	\$62,402	
Direct Expenses														
I. Subsistence														
Transportation:	Vehicles	1,370				Miles @			\$0.655		/ Mile =	\$897		
									Travel-Air / Ground / Parking Allowance =			\$0		
Meals:	Partial Per Diem	0				Days @			\$38.00		/ Day =	\$0		
	Full Per Diem	0				Days @			\$76.00		/ Day =	\$0		
Rooms & Lodging:	Hotel	0				Days @			\$172.00		/ Day =	\$0		
									Subsistence Total			=	\$897	
II. Support Expenses														
											Telephone/Fax =	\$25		
											Postage =	\$25		
											Reproduction =	\$50		
											Copying =	\$26		
											Support Expenses Total		=	\$126
III. Subcontractors														
											UVM CAP =	\$5,000		
											Geodesign =	\$56,922		
											Underground Locating =	\$3,500		
											Subcontractor Total		=	\$65,422
IV. Miscellaneous Expenses														
											5/8" x 36" Rebar 10 @ \$5.00 =	\$50		
											Miscellaneous Expenses Total		=	\$50
											Total Direct Expenses		=	\$66,495
Cost Summary														
	Direct Labor Cost	\$62,402							Total Labor Cost		\$163,880			
	General & Administrative Cost	\$101,478	162.62%						Direct Expenses		\$66,495			
									Fixed Fee	10%	\$16,388			
									Total Price		\$246,763			



DUBOKIN-01

KLAROCQUE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER and INSURED information. PRODUCER: Kinney Pike Insurance a One Digital Company. INSURED: Dubois & King, Inc. Includes contact info for Karen Larocque and insurer details for Acadia Insurance and Star Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Bristol TAP TA 22(1)

States Listed Under Section 3A of the Workers Compensation Policy: ME, NH, NY, VT

No Excluded Officers

CERTIFICATE HOLDER

CANCELLATION

Town of Bristol
PO Box 249
1 South Street
Bristol, VT 05443

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

CONTRACTOR CONTRACT ATTACHMENT:

Specifications for Contractor Services

Includes:

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

June 2014

(UPDATED May 2019 to add section 11)

Specifications for Contractor Services

Section 1: ABBREVIATIONS AND DEFINITIONS

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

1.01 ABBREVIATIONS.

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

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

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

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

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

Specifications for Contractor Services

AGREEMENT: See CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

Specifications for Contractor Services

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

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

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

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

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

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

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

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

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

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

Section 2: INDEMNIFICATION

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

Specifications for Contractor Services

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

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

Section 3: INSURANCE

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

The contractor shall:

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

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

Specifications for Contractor Services

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

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

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

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

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

3.03 AUTOMOTOVE 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.

Specifications for Contractor Services

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

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

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

3.06 PROFESSIONAL LIABILITY INSURANCE.

- (a) **General.** When performing “engineering and design” related services, or upon the request of the State or Municipality, the contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during performance of contractual duties with the following minimum limits:

\$2,000,000 – Annual Aggregate

\$2,000,000 – Per Occurrence

- (b) **Deductibles.** The contractor shall be responsible for any and all deductibles.
- (c) **Coverage.** Prior to performing any work, the contractor shall provide evidence of professional liability insurance coverage defined under this Section. In addition, the contractor shall maintain continuous professional liability coverage for the period of the contract and for a period of five years following substantial completion of construction.

Section 4: COMPLIANCE WITH LAWS

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

Specifications for Contractor Services

4.02 GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION.

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

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

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

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

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

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

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

Specifications for Contractor Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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 V.S.A., 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

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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

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

(b) PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.08 APPEARANCES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.14 NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.

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

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

5.16 ADDITIONAL ADMINISTRATIVE REQUIREMENTS:

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

Section 6: OPERATIONAL STANDARDS

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

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

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

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

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

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

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

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

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

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Section 7: PROJECT DEVELOPMENT AND STANDARDS

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

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

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

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

- (a) CADD Requirements.

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

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

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

- (c) Geographic Information System Requirements.

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

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

(d) Data Specifications.

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

(e) General Specifications.

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

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

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

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

Specifications for Contractor Services

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.

Specifications for Contractor Services

- 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.

Specifications for Contractor Services

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

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

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

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

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

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

Section 9: AUDIT REQUIREMENTS

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

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

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

Specifications for Contractor Services

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

Section 10: SECRETARY OF STATE

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

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

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

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

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

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

Specifications for Contractor Services

21.

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

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

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

Specifications for Contractor Services

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

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

Name of Firm: DuBois & King, Inc.

Project Name/Number: Bristol TAP TA 22(1)

Project Sponsor: Town of Bristol

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



Christophe D Luthygo
Signature of Consultant Representative in Responsible Charge

Patrick Travers Digitally signed by Patrick Travers
Date: 2023.06.28 06:34:55 -04'00'

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

cc: AOT Project Supervisor

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

Name of Firm: _____

Project Name/Number: _____

Project Sponsor: _____

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

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



Signature of Consultant Representative in Responsible Charge

cc: Municipal Representative in Responsible Charge
AOT Project Supervisor

Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts 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 this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:



(signature)

(date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Melina Spoh</u> Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

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

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

ATTACHMENT

RFP/PROJECT NAME & NUMBER: Bristol TAP TA 22(1)
DATE: 6/27/2023

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
N/A		

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: 6/27/2023

Name of Company: DuBois & King, Inc.

Contact Name: Melissa L. Stephen

Address: 28 North Main Street

Title: Director of Business Development/Clerk

Randolph, VT 05060

Phone Number: 802-728-3376

E-mail: mstephen@dubois-king.com

Fax Number: 866-783-7101

By: 

Name: Melissa L. Stephen

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY	
VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS	<input type="checkbox"/>

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

**Subcontractor Reporting Form
 Form 2 of 2**

This form must be completed in its entirety by the Contractor and included in all requests to sublet or assign work as outlined in Section 108.01 of the Standard Specifications for Construction. This form must be updated as necessary and provided to the State as additional subcontractors are hired.

The Agency of Transportation in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires the contractor to comply with the following provisions and requirements:

The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Additionally, the Contractor shall collect and retain evidence of subcontractors' workers' compensation insurance, such as the ACORD insurance coverage summary sheet. Agency of Transportation will periodically verify the Contractors' compliance.

Subcontractor	Insured By	Subcontractor's Sub	Insured By
N/A			

Date: 6/27/2023

Name of Company: DuBois & King, Inc.

Contact Name: Melissa L. Stephen


Address: 28 North Main Street
Randolph, VT 05060

Title: Director of Business Development/Clerk

Phone Number: 802-728-3376

E-mail: mstephen@dubois-king.com

Fax Number: 866-783-7101

By: 

Name: Melissa L. Stephen

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: