

State of Vermont
Finance & Administration
Contract Administration
One National Life Drive
Montpelier, VT 05633-5001
vtranscontracts.vermont.gov/

Agency of Transportation

[phone] 802-828-2641
[fax] 802-828-5545

November 9, 2017

RE: Request for Proposals (RFP) – **Aviation Program Engineering Retainer 2017**

The State of Vermont, acting through the Agency of Transportation (VTrans), Division of Policy Planning, and Intermodal Development (PPAID) is requesting proposals for consultant services to provide engineering, environmental, planning, architectural, inspection and other related services that will be used to expand and augment VTrans' existing aviation resources.

All work will be accomplished in accordance with the following:

- Scope of Work (SOW), dated February 8, 2017
- Procedures for Selecting Contractors and Specifications for Contractor Services including Customary State Contract Provisions, dated August 28, 2008, Revision December 29, 2008 except: *The Customary State Contract Provisions as included are superseded by the Standard State Contract Provisions, dated July 1, 2016 (see Attachment C below)*
- General Special Provisions dated November 22, 2011
- Attachment C: Standard State Provisions for Contracts and Grants dated July 1, 2016
- Standard State Provisions for Architect/Engineer Professional Service Agreements dated August 19, 2016

all of which are attached hereto.

All questions related to this RFP shall be forwarded to **Doreen L. Carminati, AOT Contracts Specialist, in writing** to the address above, by e-mail at doreen.carminati@vermont.gov or by fax at (802) 828-5545. All such questions and requests shall be received **no later than Monday, November 27, 2017**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. ***Communication with other VTrans personnel regarding this RFP is prohibited and may result in the rejection of your proposal.***

VTrans intends to select up to six (6) consultants to perform the services covered in the SOW and will enter into contracts covering a three-year period with the option to extend one or more contracts for two additional one year periods to complete existing assignments or assign new work.

Payment for each assignment will be based on the consultant's actual cost plus fixed fee or a firm fixed price may be utilized for some assignments. The maximum limiting amount for each contract will range from \$500,000 upward. The maximum limiting amount will vary in accordance with the number of available qualified staff dedicated to the contract, as proposed and/or established during negotiations.

Award of a contract does not guarantee payment of the entire maximum limiting amount. Assurance that qualified staff will be available and dedicated to the contract will be required.

Future growth of a firm resulting in additional qualified staff that will be dedicated to the contract may result in an increase of the maximum limiting amount. A reduction in qualified staff dedicated to the contract as originally proposed may result in a decrease of the maximum limiting amount.

VTrans may use several methods for determining and distributing work assignments to contracted consultants including but not limited to: requesting technical proposals from more than one firm for comparison; requesting a proposal from a single consultant, or requesting proposals addressing more than one project.

Please note that a qualifications-based selection process will be used for this project. Selected Consultant(s) will be instructed to submit cost and financial information as required and if current information is not on file with our Audit Department.

The selected Consultant's technical proposal becomes public record and is available for public review and inspection upon execution of the contract. The contents of the successful Consultant's technical proposal, as accepted by VTrans, may become part of the contract awarded as a result of this process.

In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this RFP, including VTrans responses to questions and requests for clarification, such modification shall be in the form of a written RFP Change. Any such RFP Change will be posted to the VTrans Contract Administration website at <http://vtranscontracts.vermont.gov/personal-services/current-rfps>.

IT SHALL BE THE CONSULTANT'S RESPONSIBILITY TO MAKE INQUIRY TO, AND TO OBTAIN THE RFP CHANGES ISSUED, IF ANY.

1. Required Information for the Technical Proposal

In order to be considered responsive to this RFP, each Consultant shall conform to the following requirements:

- A. Submit One (1) envelope or package containing 1 CD, DVD or thumb drive holding an electronic copy of the technical proposal and six (6) bound printed copies of the technical proposal.
- B. The technical proposal shall not exceed fifty (50) single sided pages. All pages shall be numbered consecutively. The pages shall be formatted as 8½" x 11" sheets. Font shall be size 12.
- C. The fifty (50) pages shall include information required in items F, G, and H below. Resumes in item H are excluded.
- D. The technical proposal shall not include any quoted or summarized comments or recommendations from any in-state or out-of-state evaluations, records or reports of any kind.

E. In order to assist in the evaluation process, technical proposals shall be clear and concise, include the following information organized as presented in sections F-K below. In each tabbed section the Consultant shall address the evaluation criteria set forth in this RFP, include a detailed description of the Consultant's understanding of the SOW, and details on the Consultant's capabilities to perform such work, highlighting experience that pertains directly to the Scope of Work provided in this Request for Proposal.

F. Cover Letter

This section counts toward the page limit of the Technical Proposal.

All Consultant's or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Consultant that it is willing and able to perform the services described in the Request for Proposal (RFP) and their proposal response. The cover letter must explain the Consultant's understanding of VTrans' intent, objectives, and how the Consultant proposes to achieve those objectives.

The cover letter must discuss the Consultant's plan for providing the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required services, and any additional factors for VTrans' consideration.

G. General Firm Information

In a tabbed and labeled section, please provide the following elements:

This section counts toward the page limit of the Technical Proposal.

1. Company Overview and Qualifications

A description of the Consultant's corporate background, size and structure shall be provided to establish their qualifications for this project. Consultant should describe their experience and their capacity relating directly to aviation planning, design and engineering.

2. Organizational Chart

This section DOES NOT count toward the page limit of the Technical Proposal.

Include a one page organizational chart of the consultant team that notes the name and title of key individuals that are proposed to manage or perform tasks, and clearly indicates the lines of communication.

3. Quality Control Plan (QCP)

This section DOES NOT count toward the page limit of the Technical Proposal.

Include a copy of your firm's current QCP that will be utilized for these work assignments.

H. Project Experience

This section counts toward the page limit of the Technical Proposal.

Include at least three (3) separate projects that your firm has successfully completed that relate directly to the scope of work as provided in this Request for Proposal. Include specific aviation experience, creative approaches to problem solving and technical experience. Inclusion of plan sheets, technical submissions and other relevant documents demonstrating sound engineering and design practices is required.

I. Resumes

This section DOES NOT count toward the page limit of the Technical Proposal.

In a tabbed and labeled section, provide resumes of key personnel identified above and expected to manage or perform tasks assigned under this contract. Each resume shall be limited to one (1) single sided page focusing on the services to be provided. Include on each resume the number of years the individual has been employed with the firm. Include behind each resume any certifications or special licensing the individual holds that is pertinent.

J. Sub-Consultants

This section counts toward the page limit of the Technical Proposal.

The technical proposal shall also identify any sub-consultants expected to be used under the contract. Consultants shall include substantial details, as described in the sections above, regarding the qualifications of personnel for any sub-consultants that are expected to be employed under the contract. The sub-consultant information shall be included within the appropriate tabbed section(s) listed above.

Key Personal Changes: Consultants must receive approval from VTrans before making changes to key personnel that were named in the proposal. For new hires or subconsultants that the Consultant wishes to utilize on this contract, a resume as outlined in Section H above shall be submitted to VTrans. Acceptance of the new hire or sub-consultant will require written approval by VTrans prior to the

new hire or sub-consultant performing any work on assignments under this contract. VTrans must also be notified and approve of any deletions to the list provided.

The successful Consultant will have fully executed sub-agreements in place for each sub-consultant prior to the sub-consultant performing any work on assignments under this contract.

- K. Completed Consultant and Sub-Consultant Information Form (fillable pdf provided)

This section DOES NOT count toward the page limit of the Technical Proposal.

- L. Completed Certification Regarding Lobbying (pdf provided)

This section DOES NOT count toward the page limit of the Technical Proposal.

2. Evaluation of Technical Proposals

Proposals will be read and evaluated by the Consultant Selection Committee. The evaluation process will be used to determine which proposals provide the best value to VTrans. The best value is determined by evaluating company capability, resource capacity, staff experience and project references. This will, based on the criteria below and in the professional opinion of the selection committee, assure timely delivery of quality service and products. The selection committee will use the evaluation criteria described below to objectively evaluate and rank the proposals that are found to be responsive to all major requirements of this RFP.

Proposals which meet the minimum response requirements will be evaluated and scored based on the following criteria:

Criteria	Maximum Points
<i>Prior Experience working with Aviation</i> – Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects	25
<i>Staffing Qualifications and Experience with Aviation</i> - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization – this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the VT Aviation Project Manager	20
<i>Capacity for Aviation Projects</i> – are the proposal and scoping report thoroughly reviewed / proof –read and well written, organized, and communicate clearly what the accomplished goal is.	20

<i>Approach to Aviation</i> – Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion	20
<i>Technical Aviation Expertise</i> - Do the Plan Sheets and Technical Submissions demonstrate sound engineering and design practices, contain adequate supporting plan sheets, and overall enable a well-managed construction project	15
<i>Total</i>	100

3. Required Shipping Information

- A. Clearly indicate the following on the outside of the sealed envelope or packages containing the technical proposals:
 - a. Name and address of the Consultant
 - b. Due date and time (**Monday, December 11, 2017 prior to 2:00 p.m.**)
 - c. **“Aviation Program Engineering Retainer 2017”**
- B. Submit the two (2) sealed envelopes or packages to the Office of Contract Administration, Agency of Transportation, One National Life Drive, Montpelier, VT 05633-5001, **prior to 2:00 p.m., on Monday, December 11, 2017.**
- C. Proposals or unsolicited revisions submitted after the specified due date and time will not be accepted and will be returned to the Consultant.

4. Rejection Conditions

VTrans reserves the right to reject any or all proposals received as a result of this RFP. A proposal may be rejected for one or more of the following reasons, or for any other reason deemed to be in the best interest of VTrans:

- 1) Failure of the Consultant to adhere to one or more provisions of this RFP.
- 2) Failure of the Consultant to submit information required by this RFP.
- 3) Technical Proposals containing quoted or summarized evaluation comments or recommendations. [See: Section 1. D. above]
- 4) Failure of the Consultant to follow generally accepted ethical and professional standards during the RFP process.
- 5) Communications about this RFP with VTrans personnel other than the Point of

Contact listed in this RFP.

- 6) Technical Proposals exceeding the page limit.
- 7) Technical Proposals that are not printed in accordance with the requirements of this RFP. (To include, but not limited to: paper size, font specifications, single or double-sided printing, etc.).
- 8) Failure to provide the correct number of copies of the Proposals as specified in this RFP.

Based on the initial proposal, award may be made with or without negotiation(s). If negotiation(s) are required and are not successful, VTrans retains the right to negotiate with another proposer.

VTrans reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest.

VTrans reserves the right to request and consider the opinions of any State and/or Federal Agency relative to the qualifications, capability and performance of any consulting firms and/or sub-consultants identified in responses to requests for proposals.

The Consultant(s) awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 109 State Street, Montpelier, VT 05609-1104 or on their website at www.vtsosonline.com/online. The telephone number is (800) 439-8683. VTrans **will NOT enter into the contract** until the Consultant is registered with the Secretary of State's Office. You may check the status of your registration at www.vtsosonline.com/online/BusinessInquire.

Once under contract, VTrans will negotiate the labor classification and hours proposed for each work assignment that is considered to be fair and reasonable to VTrans. Payment for specific work assignments under this contract will utilize an actual cost plus fixed fee structure or a firm fixed price. VTrans will indicate the proposed payment structure when requesting an estimate. If a satisfactory cost cannot be negotiated for a specific assignment, VTrans retains the right to negotiate with another consultant under contract for these services.

For actual cost plus fixed fee work assignments: Meals will be reimbursed at actual cost up to the maximum State rates. Mileage will be reimbursed at State Rates except that mileage reimbursement may be increased for crew vehicles if the consultant can document higher rates based on past company records or audited rates. **Please be aware that the mid-day meal is not eligible for reimbursement unless an overnight stay is required.**

For actual cost plus fixed fee work assignments: Lodging will be reimbursed at actual cost and on the basis of reasonable rates as determined by VTrans when such overnight lodging is authorized and required by the VTrans.

The selected Consultant's technical proposal becomes public record and are available for public review and inspection upon execution of the contract. The contents of the successful Consultant's proposal, as

accepted by VTrans, will become part of the contract awarded as a result of this process.

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

All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the proposing Consultant. Unselected proposals may be destroyed or returned to the bidder at VTrans' discretion. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Sincerely,

Doreen L. Carminati
Contracts Specialist

Enclosures:

- Scope of Work (SOW), dated February 8, 2017
- Procedures for Selecting Contractors and Specifications for Contractor Services including Customary State Contract Provisions, dated August 28, 2008, Revision December 29, 2008 except: *The Customary State Contract Provisions as included are superseded by the Standard State Contract Provisions, dated July 1, 2016* (see Attachment C below)
- General Special Provisions dated November 22, 2011
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Agency of Transportation Policy, Planning & Intermodal Division
AVIATION ENGINEERING SERVICES SCOPE OF WORK
February 8, 2017

I. GENERAL

The Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking consultant services to assist in expediting the identification of deficiencies, to strategize for any necessary improvements, and to engineer and design any required construction activities at the sixteen (16) Public Use Airports in the State of Vermont, ten (10) of which are owned by the State of Vermont. The selected consultants, hereinafter referred to as the CONSULTANT, shall be responsible for performing a variety of project administration, design, engineering, airport inspection, construction support services, environmental permitting, right-of-way (ROW), Avigation easement services and advertisement and bidding services ranging from project definition through construction. The types of services required will be in accordance with the “Vermont Agency of Transportation Project Development Process” or as directed by the VTrans Project Manager (VPM).

We are seeking CONSULTANTS that deliver projects early or on time, are resourceful and flexible, and aspire to help in the advancement of the Aviation Program. We are also looking for CONSULTANTS to provide leadership, innovation and be a partner in our success.

II. VTRANS PLAN DEVELOPMENT PROCESS

Provided below is a general description of the VTrans project development process. For more information, please refer to the VTrans Program Development Publication and Maps webpage (<http://vtransengineering.vermont.gov/publications>):

- A. **Project Definition** – The intent of the project development phase is to define the need for Airport Improvement, scope the project to document site constraints, address local concerns and maintenance of traffic, determine the best alternative, and generate conceptual plans. During this phase environmental permits including Federal, State and local are obtained. The initiation of ROW and Avigation Easement process is during the project definition phase. The CONSULTANT shall review scoping and other project documentation, assess draft conceptual plans and provide questions or comments, work with the VPM to develop a project schedule, assist in estimating Professional Engineering costs, and attend a pre-development meeting, as well as conduct a site visit. The CONSULTANT may support other scoping efforts.

B. **Project Design** – The CONSULTANT shall provide design services. **All Designs must be in Accordance with the FAA Standards for Airport Construction (AC 150/5370-10E).** The standard project design phase consists of the following sequence: Conceptual Plans, Preliminary Plans, Final Plans, and Contract Plans at bid stage. Each plan submittal step may require the submission of a Revised Plan set based on the number and complexity of comments received during the plan review process. Any requirement of a Revised Plan submittal is the discretion of the VPM. Construction quantities and associated cost estimates shall be prepared throughout the design process at each plan submittal. All project design files submitted to the VPM through the Consultant SharePoint Site or the VTrans FTP site (subject to VTrans discretion). The CONSULTANT shall also be responsible for drafting unique project special provisions and special provision coordination during the development of Final Plans, Construction Plans, and Contract Plans,

C. In Accordance with guidance published by the Agency, the consultant will provide the to the VPM a detailed construction cost estimate with the submittal of conceptual plans, final plans and at bid stage

VTrans, other State governmental or other context experts, will review each plan submittal. Review periods range from two to four weeks and reported on the project schedule. All review comments the Agency receives are reviewed, discussed, addressed, and documented. Documentation of review comment resolutions on VTrans review sets, in PDF format, to ensure comments are addressed and closed out. The Agency will use resolution meetings to resolve any major review comments, if necessary.

All project development and design will be in accordance with the requirements of the latest approved editions of the items included in the section titled, “Design Standards, Criteria & Guidelines.”

There are several concurrent activities with plan design. Provided herein is A brief description:

- i. **Subsurface Investigations and Geotechnical Analysis** – A geotechnical investigation is required for any project that may involve the design of structural foundations. During the Project Definition Phase, a geotechnical investigation request submitted by the VPM. At times, the CONSULTANT will review or complete and submit a geotechnical investigation request. The CONSULTANT will perform these tasks with oversight from the VPM. The CONSULTANT shall also complete and submit a Geotechnical Services Request Form for foundations recommendation and provide supporting documentation including design parameters and preliminary loads.

- ii. **Utility Relocation Routes** – The CONSULTANT will perform utility coordination. The CONSULTANT by providing technical information as needed will support this effort. The CONSULTANT in the Preliminary plan set will incorporate proposed utility relocation routes. At times, the CONSULTANT will provide utility relocation services including coordination and design.
- iii. **Hydraulics Analysis** – The CONSULTANT will provide hydraulics design services. The CONSULTANT shall coordinate with the VTrans to assist with the development of Final Hydraulics. The CONSULTANT shall provide design files, up and downstream low chord elevations, and any other necessary information required for final hydraulics design. At times, the CONSULTANT will perform preliminary and/or final hydraulics.
- iv. **Environmental Permits** – There are a number of permits and or sign-offs required from several resource agencies during the development of Preliminary Plans. Initial coordination with the required resource agencies takes place during the Project Definition phase. During the design phase, permitting agencies require coordination prior to issuing a permit or signing off on the project. The CONSULTANT shall prepare a plan showing the impact areas for VTrans use in permitting and approval by the Federal, State and Local regulators as needed. The Consultant will generally prepare Permit applications and submit to VTrans as required. The CONSULTANT shall provide technical project information as needed.
- v. **Right-of-Way (ROW)** – For projects with impacts outside of the existing State Airport ROW VTrans will provide ROW and Avigation Easement services. The standard ROW process includes a 502 Hearing, Necessity, Appraisal, Review, Surveys, Negotiation, and Condemnation, Deed Preparation and Filing for Airports.
- vi. **Project Development Coordination** – Throughout the project development process, the CONSULTANT may participate in coordination meetings for any of the above referenced activities. In addition, the CONSULTANT will participate in constructability review meetings, and ensure necessary changes are made to the project plans.

- D. **Project Contracting** – VTrans generally uses the standard design-bid-build procurement method. During the procurement phase, the CONSULTANT might perform a bid analysis and recommendation of bid acceptance. Typically, the bid analysis process is four steps:
1. Competition analysis
 2. Major cost deviation analysis
 3. Unit price deviation analysis
 4. Documentation of results and recommendations.
- E. **Construction** – The CONSULTANT shall provide construction support services including, but not limited to, participating in the preconstruction conference, project inspection, change order review and cost evaluations/analysis, provide responses to requests-for-information, plan clarifications, fabrication/construction drawing review, and approval, Davis Bacon compliance review and final inspection.
- F. **Specialty Services** – At the request of VTrans, the CONSULTANT shall provide additional resources as needed to perform specialty services on a single or multiple projects. This may include, but is not limited to, Project Administration, Environmental Specialist, ROW Specialist, Avigation Easement Specialist, Utility Specialist, Contracting Specialist, or other miscellaneous resources Davis-Bacon review and compliance.

The services requested for a particular project will vary according to the needs of VTrans. Requested services could be a special study, project definition/scoping, preliminary, final, or complete design.

It is the policy of VTrans to use English units

III. SPECIFIC SCOPE OF WORK

VTrans shall direct the Consultant to perform services on a project-by-project or program basis. The engineering services requested of the Consultant will relate primarily to the development of Airport improvement and other transportation projects. Services for individual projects may range from a discrete task (i.e. Runway, Taxiway, Apron and Road Overlays and Reconstruction) to all phases of a project. All engineering services performed shall be in accordance with the Project Development Process and/or as directed by the VPM and may include, but are not necessarily limited to, those services listed in this Scope of Work. Requests for services may be on a variety of projects, which may include, but are not necessarily limited to, the following types of projects

- A. Updating Master Plans Drawings
 - i. Airport layout Plan Drawings
 - ii. Property Map Drawings
 - iii. Substructure/Foundation Analysis and Design
 - iv. Timber & Concrete Designs
 - v. Contract Document Preparation
 - vi. Construction Assistance

- B. Runway/Taxiway/Apron
 - i. Inspection
 - ii. Inventory
 - iii. Design of On-Project Temporary Air Traffic Phasing
 - iv. Design of Runway, Taxiway and Apron Surface & Signalization Including Passive and Active Warning Devices
 - v. Contract Document Preparation
 - vi. Construction Assistance

- C. Runway/Taxiway/Apron Infrastructure Design or Rehabilitation
 - i. Inspection
 - ii. Evaluation
 - iii. Analysis and Design of Subgrade,
 - iv. Runway/Taxiway/Apron/Facilities Drainage Design
 - v. Contract Document Preparation

- D. Runway/Taxiway/Apron/Facilities DII/Culvert Replacement, Rehabilitation or Maintenance
 - i. Inspection
 - ii. Evaluation
 - iii. Inventory
 - iv. Load Capacity Analysis
 - v. DII/Culvert Design and Rehabilitation

E. **Construction Engineering**

F. **Construction Inspection/Resident Engineering**

- i. Weekly on Site Meetings

G. **Additional** to Runway, Taxiway and Apron design related tasks the requested services may include ancillary tasks related to the design of transportation facilities that include but are not limited to:

1. Safety/Lighting
2. Environmental Assessments
3. Obstruction Studies
4. Master Plans
5. Airport Layout Plans
6. Traffic Design
7. Hydraulic Design
8. Landscape Design
9. Facility Design – SRE, Terminal Buildings and Hangars etc.
10. Advertising for and Opening of Construction Bids
11. Development of Federal Permit Application/Plan
12. ROW and Avigation Easement Acquisition
13. Geotechnical Design
14. Field Survey
15. Utilities Investigation
16. Obstruction Survey/Study – GIS Advisory Requirements
17. Airport Inspections
18. Value Engineering
19. Site development plans
20. Drainage Improvements and Grading
21. Security Fencing
22. Special Studies
23. Wildlife Hazard Assessments and Wildlife Hazard Mitigation Plans
24. Pavement Management System Update
25. Independent Fee Estimates
26. Airport Improvement Program (AIP) Grant Application Development and Preparation
27. Environmental and Land Use Permitting

The Consultant may be directed to provide services in three areas: 1) Engineering Services, 2) Alternative Contracting, and 3) Project Administration. Request for services in these areas may include but is not limited to:

A. Engineering Services - Requested engineering services will generally follow the traditional design-bid-build project development method. The Consultant may be directed to perform activities outlined in Section II VTrans Development Process.

B. Project Administration- the Consultant may be directed to perform project administration services related to the development of aviation projects. The Aviation Program Manager may assign a specific project or multiple projects to the Consultant. The Consultant will be responsible for all project administrator functions, including but not limited to: developing project schedules, oversight of all project related activities outlined in Section II VTrans Development Process, ensuring projects are developed in accordance with the project schedule and budget, and managing an independent design Consultant including tracking of the number of hours billed by the design Consultant against the applicable work order/s. The Aviation Program Manager will select the design Consultant. The Consultant Project Administrator cannot manage any projects developed by the same firm performing Consultant design services. The Aviation Program Manager will be responsible for selecting the Consultant performing design services and developing PE budget. The Consultant Project Administrator will review the number of hours billed by the design Consultant but will not be able to see the associated financial information.

The Consultant Project Administrator shall report to the VTrans Aviation headquarters located in Berlin, Vermont a minimum of one day a week.

If a Consultant is requested to perform, Project Administration tasks which potentially exposes them to a design Consultant's proprietary or sensitive information both the Project Administration Consultant and the Design Consultant may be required to sign confidentiality waivers.

VTrans may use several methods for determining and distributing work assignments to contract consultants including but not limited to requesting technical proposals from more than one firm for comparison; requesting a proposal from a single consultant; or requesting proposals addressing more than one project.

VTrans may use any criteria in its best interest including, but not limited to, the following when selecting a Consultant to perform a specific assignment:

- Past performance on similar work tasks
- Qualification and experience of the proposed team
- Availability of staff with appropriate technical disciplines
- Project approach
- Knowledge of project area
- Ability to meet VTrans schedule

The VPM will transmit this scope of work to the Consultant with a request for proposal, schedule, and a cost estimate. VTrans will indicate the proposed payment structure when requesting an estimate. The Consultant shall prepare the requested proposal in accordance with the “Consultant Proposal Guidelines” provided in Appendix A. The VPM will review the Consultant’s submittal and shall then enter into negotiations with the Consultant if necessary. If a satisfactory scope and/or cost cannot be determined for a specific assignment, VTrans retains the right to negotiate with another consultant under contract for these services.

The cost of preparing, submitting and presenting a proposal is the sole expense of the proposing Consultant.

When all elements of the proposed work have been approved, the VPM shall issue a “Work Authorization” to the CONSULTANT. This letter will specify the effective date, method of payment Fixed Fee (FF) or Cost Plus Fixed Fee (CPFF), authorization amount, and other pertinent information.

IV. ADMINISTRATIVE CONSULTANT SERVICES

A. Coordination and Communication

- i. It is imperative that pertinent coordination between the CONSULTANT and the VPM be maintained at all times to ensure compliance with the VTrans requirements for the specific tasks and assignments.
- ii. All project communication shall be through the VPM unless otherwise specifically directed by the Project Manager.
- iii. VTrans may require the CONSULTANT to establish and maintain communications with other VTrans personnel, municipal representatives, regional planning organizations, and resource agencies.
- iv. The CONSULTANT shall post all applicable project information to the VTrans Consultant SharePoint Site, unless otherwise directed by the VPM. This includes but is not limited to existing project data; plans, special provisions, and estimates; VTrans review comments; presentations; and construction documents.

B. Progress Reports

- i. The CONSULTANT shall provide VPM with a Monthly Project Status Report that identifies project activities during the reporting period. The progress report shall outline the status of critical activities of the project or task assignment, overall percent complete in relation to effort, budget, and schedule, and direction received from VTrans, and any outstanding issues. The progress report shall also indicate anticipated activities for the upcoming reporting period. The CONSULTANT shall also include progress reports from sub consultants. Monthly Project Status Reports shall be prepared in accordance with the “Consultant Invoice Guidelines” provided in Appendix B.
- ii. If the CONSULTANT fails to meet a project milestone or is behind schedule, the progress report shall include this information, revised target dates for completion, as well as proposed solutions to recover the schedule. The CONSULTANT shall also identify any other outstanding issues requiring resolution and the entity responsible for the achieving resolution.
- iii. VTrans may require that the CONSULTANT provide copies of this monthly report to all affected municipal and regional planning organizations.
- iv. The VPM may request a progress report at any time or on a more frequent basis.

C. Consultant Project Administration

The CONSULTANT shall provide a CONSULTANT Project Administration for each work assignment. The CONSULTANT Project Administrator will be responsible for maintaining the project on schedule, within budget, and within the approved scope of work. Meeting project milestones is essential.

An initial project schedule shall be submitted for approval for each assignment. The submittal shall contain important milestone dates by assigned task. As the work assignment progresses the schedule shall be kept current. The CONSULTANT Project Administrator shall also supply schedule and budget updates as requested by the VPM. The schedule must allow for necessary review periods.

The CONSULTANT Project Administrator shall be responsive to the VPM. This may include, but is not limited to, email correspondence, phone correspondence, conference calls or attendance at coordination meetings. The CONSULTANT Project Administrator shall ensure that the VPM is knowledgeable about progress, risks to the project schedule, anticipated project delays and proposed resolutions to maintain the project schedule. The CONSULTANT Project Administrator shall provide recommended solutions to unanticipated challenges encountered during design and take direction from the VPM. The CONSULTANT Project Administrator shall ensure that quality control and quality assurance protocol is followed throughout the project development process. In the event that continuous problems are encountered during design or development that cannot be resolved between the VPM and CONSULTANT Project Administrator, VTrans may request a different CONSULTANT Project Administrator or reassign the project to a different CONSULTANT under contract for these services.

The CONSULTANT Project Administrator shall be responsible for reviewing sub consultant deliverables to ensure quality and completeness. The CONSULTANT Project Administrator shall be responsible for the timely delivery of sub consultant deliverable.

D. Monthly Invoice Submittals

The CONSULTANT shall provide VTrans Aviation Business Office with either an electronic copy or two paper copies of a Monthly Invoice in accordance with the “Consultant Invoice Guidelines” provided in Appendix B.

E. Monthly Invoice Summary

The CONSULTANT shall provide VTrans Business Office with either an electronic copy or a paper copy of a Monthly Invoice Summary. The summary shall depict job hours per labor classification for each authorized task. The summary is required to list the total authorized hours per tasks, total task hours worked for the monthly invoice, total task hours invoiced to-date, and remaining hours for the authorized task. Include contract number, Invoice number, and project work order/authorization number, Expenditure Account (EA) along with supporting documentation

F. **Conflicts of Interest**

The CONSULTANT is responsible for disclosing and reporting any and all potential or actual conflicts of interest, including the appearance of a potential or actual conflict of interest promptly to the VTrans' Program Manager. Where possible, such conflicts should be disclosed prior to the CONSULTANT's performance of work under the contract. A conflict of interest is a pecuniary interest or the appearance thereof, in the award or performance of a contract, or such an interest, known to the employee, by a member of his /her current or former family or household, or a business associate. See Bulletin 3.5, State of Vermont, Agency of Administration, Contracting Procedures.

Federal regulations also define conflict of interest as "a situation in which [the CONSULTANT] has a financial interest, personal activity or relationship that could impair the [CONSULTANT's] ability to act impartially and in the best interest of the Government when performing under the contract." See 48 C.F.R. 3.1101. Financial Interests. for example, include stock ownership, a prospective employment interest or a gift from a design consultant.

Further, under 48 C.F.R. 3.1101, the CONSULTANT may not:

1. Plan acquisitions
2. Determine which supplies or services should be acquired by the State
3. Approve any contract documents, including documents that define contractual requirements, incentive plans and evaluation criteria
4. Evaluate contract proposals;
5. Award government contracts;
6. Administer government contracts, including ordering changes or providing technical direction with respect to contract performance or item quantities, evaluating contractor performance, and accepting or rejecting contractor products or services
7. Terminating contracts
8. Determining whether contract costs are reasonable, allocable and allowable

V. INFORMATION TYPICALLY PROVIDED BY VTRANS

VTrans will make available to the CONSULTANT any existing information relating to the project. The following is a list of those materials which may be provided to the CONSULTANT by VTrans, if required or available, as part of a specific work assignment.

- A. Existing Right-of-Way, Avigation Easement and Enplanement Valuation Plans
- B. Survey Control Points
- C. Electronic CADD files in Micro Station and In Roads format
- D. Standard Details
- E. Copies of Applicable Supplemental Specifications
- F. Environmental Resource Information
- G. Archeological and Historic Information
- H. Topographic Survey
- I. Preliminary Subsurface Information
- J. Pavement Design
- K. Right-of-Way Information
- L. Public Hearing/Meeting Notification and Display Plan
- M. Utility Information
- N. Construction Item List and Bid History
- O. Prequalified Construction Contractor Listing

VI. DESIGN STANDARDS, CRITERIA & GUIDELINES

The CONSULTANT shall comply with all applicable state and federal design standards, specifications, and policies; to include (but not limited to) the latest approved editions of the following:

- A. Vermont Project Development Manual
- B. Vermont State Design Standards
- C. VTrans Structures Section QC/QA Program Manual
- D. VTrans Roadway Design Manual

VII. CADD FILE REQUIREMENTS

The Consultant shall comply with the current VTrans, “Specifications for Contractor Services,” including the current VTrans CADD Standards and Procedure manual. All CADD manuals and resources are available on the Vermont Agency of Transportation CADD Help web site.

At the discretion of the VPM anytime during the authorized project, the VPM may request and receive electronic CADD files to review for quality assurance and to support resource groups.

A. Micro Station

All design file data shall be provided in Bentley Micro Station design file format (*.dgn) using Agency Standards. As defined in Agency CADD Standards and Procedure documents.

At the discretion of the VPM anytime during the authorized project, the Project Manager may request and shall receive electronic CADD files for the purpose of general review and/or quality assurance.

VIII. DESIGN DOCUMENTATION

A. Electronic Submission Requirements

The Consultant shall post all applicable project information to the VTrans Consultant SharePoint Site, unless otherwise directed by the VPM.

B. Interim Submission

At the discretion of the VPM anytime during the authorized project, the VPM may request and shall receive up to two copies of any requested task assignment of the project's design calculations with associated sketches, quantity calculations breakdown, and construction cost estimate prepared by utilizing the Estimator module of Tms.port®.

C. Design and Quantity Calculations

The following shall be provided to the VPM as one bound file copy and one electronic format (preferably PDF):

1. Project's final design calculations with associated sketches.
2. Quantity calculations.
3. Construction cost estimate prepared by utilizing the Estimator module of Trns.port®.
4. A document containing a list of all CADD related files with their appropriate CADD name.
5. The VTrans quantity sheet builder shall be used for project quantity sheets.
6. Design and inspection designation and qualifications must be met

D. Quality Certification

It is imperative that the Consultant provide a high quality product using a systematic quality control process. The Consultant shall follow the VTrans Structures Section QC/QA Program Manual to ensure quality of the project production efforts.

Incorporation of this Manual will ensure VTrans standards are followed and expectations are met. A Quality Control Plan will be required prior to commencing work. At the conclusion of the design phase of a project the Consultant Project Administrator shall issue a certification of quality that documents the quality control efforts that were utilized to ensure a safe, buildable, and biddable design.

IX. PLANS DEVELOPMENT

A. Plan Sheet Submission

Project plan sheets shall be formatted for 11 inches by 17 inches' paper (half size), unless otherwise specified by the VPM. All elements contained within the sheets will be to scale. A full size border of 24" x 36" will be required.

B. Standard Drawings & Design Details

Standard drawings and standard design details are available from the VTrans CADD website. If requested by the CONSULTANT, VTrans may provide pertinent data using digital formats; otherwise, the details will be in hard copy format. VTrans projects will only use digital data. Files transferred to the CONSULTANT cannot be sold or transferred without prior written approval from VTrans.

C. Review Process

The CONSULTANT shall submit plans to the VPM for review and comment when applicable, for Conceptual, Preliminary, Preliminary Right-of-Way, Final Right-of-Way, Semi-Final Plans, Final Plans, and any other project specific milestones. The VPM will distribute to the appropriate parties for review. The date of printing of plan sheets shall be stamped or otherwise shown on the sheets. Unless requested otherwise, the CONSULTANT shall submit plans in PDF file format in one file that contains the entire submission for internal review by VTrans. VTrans reviewers will utilize electronic means to comment on the PDF submission.

The review comments will first be sent to the VPM then forwarded to the CONSULTANT as required. The CONSULTANT shall prepare a written response to all of the review comments received that shall document how the comments were resolved. The VPM may organize a meeting in Montpelier or at some other mutual location at the end of the review period to discuss the review comments so that issues discussed and conflicts resolved. In preparation for this meeting, the CONSULTANT shall prepare a handout summarizing all review comments received which the CONSULTANT shall present for discussion at the meeting. The CONSULTANT shall document the decisions and resolutions resulting from this meeting and summarize in writing any action required by VTrans, Town, etc., to allow the design to proceed.

At the conclusion of the review period, the CONSULTANT shall modify the plans, as necessary, to incorporate the review comments and decisions/resolutions from the review meeting and submit three (3) sets of prints of the revised plans (one set shall have any changes highlighted) to VPM for review. If these plans are found acceptable, VTrans will send the CONSULTANT, written authorization to proceed with development of the next phase of the project.

Project Plan deliverables that do not comply with the requirements outlined in this scope of work, including standards, will be returned for correction at no expense to VTrans.





AGENCY OF TRANSPORTATION

PROCEDURES FOR SELECTING CONTRACTORS
AND
SPECIFICATIONS FOR CONTRACTOR SERVICES,
INCLUDING
CUSTOMARY STATE CONTRACT PROVISIONS

AUGUST 2008

APPROVED BY: David C. White DATE: 8/28/08
Secretary of Transportation

Revised: December 29, 2008

REVISIONS

December 29, 2008

- Appendix A - Removed "Standard Contract for Personal Services" and replaced with revised version dated December 8, 2008.
- Appendix B - Removed "Standard State Contract Provisions" dated May 23, 2008 and replaced with "Standard State Provisions for Contracts and Grants" dated December 8, 2008.

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DIVISION 100 - GENERAL PROVISIONS**SECTION 101 - DEFINITIONS AND TERMS**

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:

101.01 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 Act
V.S.A.	Vermont Statutes Annotated
VTrans (VAOT)	Vermont Agency of Transportation

101.02 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 State's determination that a deliverable meets the requirements of the contract. The State's determination shall prevail in the interpretation of acceptability.

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

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

AGREEMENT: See CONTRACT.

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

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

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

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

CONTRACT: A written contract between the VTrans and another legally distinct entity for the provision of service(s) and/or product(s). Only the Secretary of the Agency and the Deputy Secretary of the Agency have the authority to sign a contract over \$10,000 on the behalf of the Agency, as specified in the VT Agency of Administration Bulletin 3.3 - Delegation of Authority for Signing Documents. 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 Agency.

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. (Note: For contracts subject to these specifications the Department of Motor Vehicles is also defined as a Division.)

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

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

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

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

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

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

PROJECT MANAGER: A VTrans 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 VTrans.

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.

WORK SCHEDULE: The approved CPM or other work schedule prepared and submitted by the contractor.

SECTION 102-PREQUALIFICATION, SELECTION, PROPOSALS AND CONTRACT AWARDS

102.01 GENERAL. Section 102 covers VTrans requirements and procedures for contractor selection and contract processing for contractor service contracts.

102.02 CONTRACTOR QUALIFICATIONS. In the manner defined under 23 CFR Part 172 - Administration of Engineering and Design Related Service Contracts and similar CFR provisions, VTrans will annually advertise for potential contractors interested in performing professional services. To register with VTrans and be included on lists to perform work, potential contractors must fill out and submit Standard Form 330, Architect Engineer Qualifications, to the VTrans Contract Administration Section, National Life Building, 1 National Life Drive, Drawer 33, Montpelier, VT 05633-5001. A potential contractor may submit any additional information it believes will be beneficial to clarify its specialization and/or qualifications.

Contract Administration will maintain inventory files of all registered potential contractors, indexed by discipline, and an alphabetical listing of all firms by name.

Except for the Architectural/Engineering design field, qualification and/or registration of potential contractors desiring to perform contractual services is/are not required. However, all potential contractors are encouraged to register with VTrans Contract Administration to ensure they are considered for work in those disciplines for which they are qualified.

102.03 SCOPE OF WORK. The Project Manager is responsible for preparing a Scope of Work (SOW) for services to be performed pursuant to a contract.

At a minimum, each SOW shall contain the following:

- (a) The purpose and a description of the project, as well as a clear, accurate and detailed description of the work to be performed, including the project number, if assigned.
- (b) A description of standards that the services are required to meet.
- (c) All reporting and delivery requirements.
- (d) A time schedule that the contractor will need to meet.

102.04 ADVERTISEMENT OF SOLICITATIONS. All State departments and agencies are required to post on the Vermont Bid Information System Electronic Bulletin Board information pertaining to all contracts

available for bid with a value exceeding \$10,000.

The Vermont Bid Information System contains a summary of the RFPs, LOIs, Requests for Interest, and Requests for Quotations, job contracts and other opportunities currently being advertised by the State. Interested contractors may access this information at <http://www.vermontbidsystem.com/>

102.05 PROCEDURES FOR SELECTION. Except where otherwise required by federal, state or other laws, ordinances, or regulations, the customary process for selecting contractors for personal services is by competitive negotiation.

102.06 CONTRACTS. The successful contractor must return a signed Standard State of Vermont Contract for Personal Services within fifteen (15) calendar days of receipt (see attached Appendix A).

102.07 PRECEDENCE OF CONTRACT DOCUMENTS. These Specifications for Contractor Services, any Supplemental Specifications, and all other contract related documents are essential parts of the contract, and a requirement occurring in one is as binding as occurring in all. All contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, precedence of the contract documents will be determined in the following order:

Contract Document Precedence

- (a) State of Vermont Standard Contract for Personal Services.
- (b) VTrans' Scope of Work.
- (c) VTrans' General Special Provisions for Contractor Services.
- (d) VTrans' Procedures for Selecting Contractors and Specifications for Contractor Services.
- (e) Contractor's Technical and Cost Proposals.

102.08 SHORT LIST DEVELOPMENT, ADVERTISEMENTS AND LETTERS OF INTEREST.

A short list of contractors will be developed by VTrans from a list of qualified contractors or interested contractors determined from responses to a public advertisement. All short lists will contain at least three contractors unless compelling circumstances warrant a reduced number. Contractors on the short list will be sent the RFP. Contractors not on the short list may request a copy of the RFP and submit a proposal. RFP notices will be posted on the VTrans website at <http://www.aot.state.vt.us/> and the Electronic Bulletin Board operated by the Agency of Commerce & Community Development at <http://www.vermontbidsystem.com> and may be advertised in newspapers and/or industry publications.

To be included on the qualified contractors list, a contractor must submit a completed *Standard Form 330 Architect Engineer Qualifications* to the VTrans Office of Contract Administration.

VTrans periodically solicits contractor qualifications for various types of services. Contractors that submit a completed Standard Form 330 will be added to the qualified contractors list. Contractors may submit a Standard Form 330 at anytime.

Occasionally, VTrans solicits for LOIs for services on a specific assignment. Solicitations may appear on the VTrans and Commerce & Community Development websites, in newspapers, and/or industry publications. The solicitation may contain a brief description of the services sought, anticipated schedule requirements, evaluation criteria, and a request for the submission of a LOI and Standard Form 330.

LOIs received from contractors will be evaluated based on the criteria listed in the solicitation. The criteria may include but may not be limited to:

- (a) Experience of firm.
- (b) Experience of key personnel.
- (c) Past performance on similar assignments.
- (d) Current and expected workload.
- (e) Quality and clarity of material submitted.

After the LOIs have been evaluated, a closed short list will be developed. Only those contractors on the closed short list will be provided with an RFP. Proposals will be accepted only from contractors on the closed short list.

At its discretion, VTrans may specify that a closed short list will be developed from the LOI and/or VTrans' qualified contractors list. In such cases, proposals will be accepted only from contractors on the closed short list.

If the solicitation for LOIs does not specify a closed short list, other qualified contractors may propose.

DIVISION 200- GENERAL REQUIREMENTS AND COVENANTS

SECTION 201 - INSURANCE

201.01 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 Agency. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the State, 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 State. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Agency on an annual basis. Certified copies of any insurance policies may be required. Each policy shall (except the professional liability and workers' compensation policies) name the State of Vermont as an insured for the possible liabilities resulting from the contractor's actions, errors, and/or omissions.

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 minimum coverages and limits. (See Appendix B - STATE OF VERMONT CUSTOMARY STATE CONTRACT PROVISIONS.)

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 State.

201.02 VALUABLE PAPERS AND RECORDS INSURANCE. This Section, 201.02, applies only to those contracts specifically identified as requiring valuable papers 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 State 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 State.

Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of at least one hundred thousand dollars (\$100,000).

201.03 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 Agency, 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 State named as additional insured, providing for coverage limits of:

- (1) 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
- (2) 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 obtain and submit the minimum coverage indicated above to the State 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 State.

201.04 RETAINAGE AND LIQUIDATED DAMAGES. Pursuant to the provisions of Agency of Administration Bulletin 3.5 - Contracting Procedures, VTrans has considered whether consultant services contracts should contain provisions that provide for liquidated damages and/or retainage. As a general principle, based on experience and policy, VTrans has chosen not to include liquidated damages and retainage in its consultant services contracts.

However, should a Project Manager believe that liquidated damages and/or retainage provision is/are advisable, necessary and proper for a given consultant services contract, the Project Manager is encouraged to propose such a provision(s) for consideration as part of the Special Provisions for the contract.

201.05 PROFESSIONAL LIABILITY INSURANCE.

- (a) General. This Section, 201.05, applies only to those contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. 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 Claim

- (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 E&O 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 202 - COMPLIANCE WITH LAWS

202.01 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 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.

202.02 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.

202.03 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 federal agency;
- (b) Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state

agency;

- (c) Do not have a proposed debarment pending; and
- (d) Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

202.04 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 subrecipients 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.

202.05 DBE POLICY REQUIREMENTS.

- (a) Policy: It is the policy of the USDOT that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, 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 State and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The State and its contractors shall not discriminate on the basis of race, color, sex, national origin, physical disability or veteran status 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 202.05 (a) and (b) shall constitute a breach of contract and, after notification by the VTrans Secretary, may result in termination of this contract by the State or such remedy as the State 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, subrecipient or subcontractor shall not discriminate on the basis of race, color, sex, national origin, physical disability or veteran status 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) VAOB Annual DBE Goal: VAOB 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 VAOB DBE webpage at <http://www.aot.state.vt.us/CivilRights/DBE.htm>.

202.06 CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY. During performance of the contract, the contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, ancestry, sex, creed, sexual orientation, national origin, physical or mental condition, disability or place of birth.

The contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375. 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 extent applicable. A similar provision shall be included in any and all subcontracts.

202.07 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 grantor, 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.

202.08 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 18 U.S.C. 1020.)

202.09 PROMPT PAYMENT. 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.

On all federal-aid and state funded contracts, the contractor, during the life of the contract and on a monthly basis, shall submit electronically, a listing of payments to subcontractors on the form specified by the State and made available at: <http://apps.vtrans.vermont.gov/consultants/>. Electronic reports shall be filed with VTrans Office of Civil Rights by an authorized representative and received in the VTrans Office of Civil Rights on or before the tenth working day after month end. Contractors without access to the internet shall obtain and submit manual reports to the VTrans Office of Civil Rights. Manual reports shall be signed by an authorized representative, sent to the VTrans Office of Civil Rights, and postmarked on or before the tenth working day after month end. There shall be no direct compensation allowed the contractor for this work, but the cost thereof shall be included in the general cost of the work.

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 State to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes 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.

This section shall be included in the prime contractor's contract made with all of its subcontractors.

SECTION 203 - CONTRACT PROVISIONS

203.01 ADMINISTRATION REQUIREMENTS. By signing the contract the

contractor agrees to comply with the following provisions and certifies that the contractor is in compliance with the provisions of 49 CFR Part 18.36 - Procurement, (i) - Contract Provisions, with principal reference to the following:

- (a) STATE'S OPTION TO TERMINATE. The contract may be terminated in accordance with the following provisions:
- (1) Breach of Contract: Administrative remedies - the State 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 State may terminate the contract, as of the date specified in the written notice by the State, if the contractor fails to complete the designated work to the satisfaction of the State within the time schedule agreed upon. The contractor shall be compensated on the basis of the work performed and accepted by the State at the date of termination.
 - (3) Termination for Convenience: The State 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 State'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 State terminates the contract for its convenience, the State 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 State's approval.

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

- (4) Lack of Funding: If postponement, suspension, abandonment, or termination is ordered by the State because it lacks sufficient funding to complete or proceed with the project, the contractor may not make a claim against the State in any form or forum for loss of anticipated profit.
- (b) Proprietary Rights: If a patentable discovery or invention results from work performed under the contract, all rights accruing from such discovery or invention shall be the sole property of the contractor. The State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
- (c) Publications: All data, EDM, valuable papers, photographs and any other documents produced under the terms of the contract shall become the property of the State of Vermont. The contractor agrees to allow access to all data, EDM, valuable papers, photographs, and other documents at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the State.
- (d) Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM, photographs, and other material prepared or collected by the contractors, hereafter referred to as "instruments of professional service," shall become the property of the State 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 State.

The contractor shall surrender to the State 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 State.

Data and publication rights to any instruments of professional services produced under the contract are reserved to the State and shall not be copyrighted by the contractor at any time without written approval of the State. No publication or publicity of the work, in part or in total, shall be made without the consent of the State, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

- (e) Rights and Remedies Additional: The rights and remedies of the State under this Section 203.01 are in addition to any other rights and remedies that the State may possess by law or under this contract.
- (f) Decisions Final and Binding: Decisions of the State on matters discussed in this Section 203.01 shall be final and binding.

203.02 PERSONNEL REQUIREMENTS AND CONDITIONS. The contractor shall employ only qualified personnel to supervise and perform the work. The State 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 and/or under retainer contracts for State review and acceptance or rejection. This requirement may be waived if the proposed staff has worked on similar projects for the State in the past. The State retains the right to interview the proposed staff.

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

- (a) Personnel on the payroll of the State 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.

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 State shall have the right to terminate the contract, without liability to the State, and to retrieve all costs incurred by the State in the performance of the contract.

The State 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 State, in the due and proper performance of its duties, shall be final and not subject to challenge or appeal beyond the appropriate division Director.

203.03 CONFLICT OF INTEREST. A contractor performing services for the Agency of Transportation in connection with a project shall not have, directly or indirectly, a financial or other personal interest, other than the contractor's employment or retention by the Agency of Transportation in any contract or subcontract in connection with such project. No officer or employee of such a contractor retained by the Agency of Transportation shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the Agency of Transportation, and such officer, employee or person has not participated in such acquisition for and in behalf of the Agency of Transportation.

203.04 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 State 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 State. 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 State.

203.05 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 Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

203.06 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 State 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.

203.07 APPEARANCES.

- (a) Hearings and Conferences: The contractor shall provide professional services required by the State that are necessary for furtherance of any work covered under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its services provided under the contract.

The contractor shall perform any liaison that the State deems necessary for the furtherance of the work and participate with the State, 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 State, 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 Agency, the contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the State, 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.

203.08 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 Agency's Secretary of Transportation, or an authorized official delegated this responsibility, prior to initiating action of any extra work, additional services, or changes.

203.09 APPENDICES. The State 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, however, that such forms and samples may be modified, altered, and augmented from time to time by the State. It is the responsibility of the contractor to ensure that it has the latest versions applicable to the contract.

203.10 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 State 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 State determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.

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

203.11 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 appropriate Director for determination. If the contractor is aggrieved by the decision of the Director, the contractor may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont

Superior Court by either party as provided in 19 V.S.A. 5c.

203.12 EXCUSABLE FAILURE TO COMPLY WITH TIME SCHEDULE. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the contract within two (2) years of the originally scheduled completion date, either party may by written notice request an extension of time or terminate the contract.

203.13 NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS. Neither the contractor nor the State 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.

203.14 NON-HOSTILE-ACT CLAUSE. Except as provided below, or otherwise agreed to in writing by a duly authorized representative of the State, the contractor agrees that during the term of this contract, and also after termination of this contract, it will not represent or render assistance to anyone in any matter, proceeding, or lawsuit against or otherwise adverse to the interests of the State of Vermont or any of its agencies or instrumentalities in a matter, proceeding, or lawsuit substantially related to any aspects of any work or projects to which this contract relates. Contractor also agrees to include written provision in any of contractor's subcontracts with others relating to this contract, providing that such subcontractors also recognize and agree to be bound by this duty of loyalty to the State regarding any aspects of any work or projects to which this contract relates.

SECTION 204 - OPERATIONAL STANDARDS

204.01 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.

204.02 WORK SCHEDULE AND PROGRESS REPORTS. Prior to initiating any work, the contractor shall work with the Agency's Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date and any interim submission date(s) in the contract. The State 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 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 State 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 State.

204.03 UTILITIES. Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the design contractor shall consult with the Agency's 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 State, in writing, of all contacts with utility facility owners, and the results thereof.

204.04 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 State shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the State.

204.05 INSPECTION OF WORK. 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 State, or representative(s) of the State, 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, State, and appropriate federal agency(ies).

204.06 WRITTEN DELIVERABLES/REPORTS. Unless otherwise identified in the SOW, written deliverables presented under terms of the

contract shall be on 8.5" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project, if applicable, and publication date. The report shall have a table of contents and each page shall be numbered consecutively. Draft reports shall be clearly identified as such.

SECTION 205 - PROJECT DEVELOPMENT AND STANDARDS

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

205.02 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 State.

205.03 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.

(a) CADD Requirements:

CADD requirements are available in "The Vermont Agency of Transportation CADD Standards and Procedures Manual" on the VTrans web page at <http://www.aot.state.vt.us>. 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) Site Disclaimer.

The files located on the VTrans web page and FTP site 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 State all spatially-referenced digital data developed for or used in a project. Such data shall conform to relevant standards and guidelines of the Vermont Geographic Information System with respect to digital media, data format, documentation, and in all other respects. Copies of the standards and guidelines can be obtained from the Vermont Center for Geographic Information, Inc., 58 South Main Street Suite 2, Waterbury, VT 05676; (802) 882-3000 or at <http://www.VCGI.org>.

(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.

VTrans has standardized on Microsoft Office Desktop Suite. 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.

205.04 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 VTrans. 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 VTrans, shall respond to all official comments regardless of their source. The contractor shall supply VTrans with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

SECTION 206 - PAYMENT FOR SERVICES RENDERED

206.01 PAYMENT PROCEDURES. The State 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.
- (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 Agency's 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 three 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 Agency's contract or Project Manager provides prior written approval, if applicable. Information regarding overtime can be found in 48 CFR Ch. 1, Section 22.103.
 - 6) Be accompanied by documentation to substantiate necessary charges. Documentation of all charges must accompany the original invoice and each copy.
- (f) Meals and Travel Expenses: When applicable for the type of payment specified in the contract, reimbursement of expenses for meals and travel shall be limited to the current, approved in-state rates as determined by the State's non-management bargaining unit labor contract, and need not be receipted. Current in-state rates may be obtained from the Agency's Contract Administration Section.
- (g) Other Expenses: Expenses for the following items will be reimbursed at reasonable rates as determined by the Agency. 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 State 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 subcontractor invoices, ensure that they adhere to the terms of the contract, and include all necessary receipts and other documentation.

- (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 206.02 - Payment for Additions, Deletions or Changes and/or any applicable fees set forth in amendment(s) to the contract.
- (j) If the contractor discovers error in a submitted invoice or payment, the contractor shall notify the Project Manager of the error prior to the submission of any additional invoices. The Project Manager will provide direction on how the error is to be resolved.

206.02 PAYMENT FOR ADDITIONS, DELETIONS OR CHANGES. The State 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 State 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 SOW.

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 Agency, for any extra work or additional services in accordance with Subsection 204.05 - 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 State.

SECTION 207 - AUDIT REQUIREMENTS

207.01 AUDIT REQUIREMENTS.

Contracts of Two Hundred Fifty Thousand Dollars (\$250,000.00) and Over:

The contractor shall furnish the Agency with independently-prepared, properly supported indirect cost rates for all the time periods covered under the contract. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. Unless otherwise specified in the contract, the contractor's overhead rate shall be based on actual, audited overhead costs.

Contracts Under Two Hundred Fifty Thousand Dollars (\$250,000.00):

The contractor may submit internally generated indirect cost computations and the related schedules.

Additional information may be requested from a new contractor executing a contract under \$250,000.00 or in some cases from contractors with existing or previous contracts with the Agency if any of the following conditions or areas of concern exist:

- There is insufficient knowledge of the consultant's accounting system.
- There is previous unfavorable experience regarding the reliability of the consultant's accounting system
- The contract involves procurement of new equipment or supplies for which cost experience is lacking.
- There have been issues with adherence to Federal and State regulations and policies.
- Capacity - ensuring ongoing delivery

SECTION 208 - SECRETARY OF STATE

208.01 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.

APPENDIX A

**STATE OF VERMONT
STANDARD CONTRACT
FOR PERSONAL
SERVICES**

STATE OF VERMONT Contract # _____

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereafter called "State"), and _____, with _____ principal place of business in _____, (hereafter called "Contractor"). Contractor's form of business organization is _____. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by the contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00.
4. **Contract Term.** The period of contractor's performance shall begin on _____, 20__ and end on _____, 20__.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office /is/is not/ required.
 - Approval by the Secretary of Administration /is/is not/ required.
 - Approval by the CIO/Commissioner DII /is/is not/ required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least ___ days in advance.

8. **Attachments.** This contract consists of ___ pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C – “Standard State Contract Provisions,” a preprinted form (revision date 12/08/08), except that the following numbered paragraphs are not included:

_____.

Attachment D - Other Provisions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Agency: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

APPENDIX B

STATE OF VERMONT CUSTOMARY STATE CONTRACT PROVISIONS

State of Vermont – Attachment C_12/08/08

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State 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 State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, 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.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.
The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.
After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.
The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses

arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party 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

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party 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.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party 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 State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The 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.

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

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his

Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include all subcontract or subgrant agreements and a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

202.04 Lobbying is hereby modified to add the following:

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. VTrans will provide the certificate to contractors who are required to comply with this obligation.

202.05 DBE POLICY REQUIREMENTS is hereby modified to read as follows:

(a) Policy: It is the policy of the USDOT that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, 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 State and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The State 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 202.05 (a) and (b) shall constitute a breach of contract and, after notification by the VTrans Secretary, may result in termination of this contract by the State or such remedy as the State 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 sub-contractors 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, subrecipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contractor deems appropriate.”

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

(e) VAOT Annual DBE Goal: VAOT sets an overall annual goal for DBE participation on federally funded contracts, that is reviewed and revised each year, in accordance with the requirements of 49 CFR Section 26.45. For the specification of the overall annual DBE goal and an explanation of goal-setting methodology, contractors are directed to the VAOT DBE webpage at <http://www.aot.state.vt.us/CivilRights/DBE.htm>.

207.01 AUDIT REQUIREMENTS is hereby modified to read as follows:

Contracts of Five Hundred Thousand Dollars (\$500,000.00) and over or will be using an independently audited indirect cost rate to compute labor charges:

The contractor shall furnish the Agency with independently-prepared, properly supported indirect cost rates for all the time periods covered under the contract. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. Unless otherwise specified in the contract, the contractor's overhead rate shall be based on actual, audited overhead costs.

Contracts Under Five Hundred Thousand Dollars (\$500,000.00) or will be using an indirect cost rate to compute labor charges:

The contractor may submit internally generated indirect cost computations and the related schedules.

Additional information may be requested from a new contractor executing a contract under \$500,000.00 or in some cases from contractors with existing or previous contracts with the Agency if any of the following conditions or areas of concern exist:

- There is insufficient knowledge of the consultant's accounting system.
- There is previous unfavorable experience regarding the reliability of the consultant's accounting system
- The contract involves procurement of new equipment or supplies for which cost experience is lacking.
- There have been issues with adherence to Federal and State regulations and policies.
- Capacity – ensuring ongoing delivery

Section 207 – AUDIT REQUIREMENTS is hereby modified by adding 207.02 below:

207.02 Indirect Cost Certification

All contractors entering into a contract to provide engineering and/or design related services, regardless of amount, must complete and submit an INDIRECT COST CERTIFICATION form. The form will be provided on the VTrans website.

Appendix A – State of Vermont Standard Contract is hereby modified by adding the following:

This Appendix is provided as a sample only and may not be the most recent version in use by VTrans or the State of Vermont. Go to the website for Buildings and General Services Office of Purchasing & Contracting (<http://bgs.vermont.gov/purchasing/forms>) to retrieve the most recent version being utilized by the State of Vermont.

Appendix B - State Contract for Services is hereby modified by adding the following:

This Appendix is provided as a sample only and may not be the most recent version in use by VTrans or the State of Vermont. The applicable version will be clearly identified by revision date in any VTrans RFP, contract, or amendment Go to the website for Buildings and General Services Office of Purchasing & Contracting (<http://bgs.vermont.gov/purchasing/forms>) to retrieve the most recent version being utilized by the State of Vermont.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State 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 State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, 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.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party 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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party 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 Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party 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 State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

Attachment D

Standard State Provisions

Architect/Engineer Professional Service Agreement

Attachment C, Paragraphs 6 and 7 are deleted in its entirety and replaced with the following:

6. Independence, Liability, Indemnity:

- A. The Party will act in an independent capacity and not as officers or employees of the State.
- B. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C. The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing “non-professional services” under this Agreement. As used herein, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The State shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- D. Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the State and its officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the State and its officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- E. The Party agrees to indemnify and hold the State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

F. As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

G. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” (as defined herein) under this Agreement.

H. The Party shall not be obligated to indemnify the State for any Damages incurred by the State attributable to the State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.

I. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

Consultant and Sub-Consultants Information

Use additional pages as necessary

Name of Your Company	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	

Submitted By (Your Company):	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	
Name of Company (sub)	
Mailing Address	
Office Telephone	
Contact Person #1 Name	
Telephone	
Email	
Contact Person #2 Name	
Telephone	
Email	

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
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>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 reported to the Congress semi-annually and 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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