

Town of Johnson
Town Administrators Report
Monday, November 18th, 2024

6:30 p.m. Call to order and Standing Items

1. 6:30-6:35pm Consider Additions or Adjustments
2. 6:35pm Review Invoices and Orders
3. 6:35-6:40pm Public Comment
4. 6:40-6:45pm Selectboard Issues and Concerns
5. 6:45-6:50pm Planned Purchases
 - a. Backhoe Tires

Jason has provided another quote for the backhoe. The key difference from the last quote provided and tires that the selectboard found was one was designed for winter conditions and the other was for agricultural use. Jason is looking to purchase the tires in the packet at \$2979.75. This price also includes labor. Although this amount is below the procurement policy's requirement for Selectboard review, it would be more transparent to make this decision as a team in open meeting.

Committee Report

6. 6:50-7:05pm Historical Society

Dick Simays will be presenting for the Historical Society. His report is included in the packet.

- a. Future Report, possible Beautification Committee

Work Session Items: Information, Action, or Review may be taken

7. 7:05-7:15pm CEDS Update

Randall Szott has provided his report for the packet and will be present to report.

8. 7:15-7:30pm Industrial Park next Steps
 - a. Contract Review and Signature Delegation

The NEPA (National Environmental Policy Act) contract is ready for signatures or signature delegation.

- b. Design Review

Mumley will be presenting the design for the light industrial park. We are getting very close to a final design, exciting news!

9. 7:30-7:35pm Library

The Library RFP's are being posted on the bid registry on Friday the 15th at noon, pending no reservations. I have included the RFP's that are to be published in the back of the packet. Any changes can be made if there are glaring concerns, but we just need to get this out there and get responses. They are quite extensive to prevent any delays in reimbursement since we are using federal funding that is passed through the Department of Libraries.

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a. **Signature Delegation Moving Forward**

The Department of Libraries needs a single person to approve and submit for reimbursement. The email is in the packet. I strongly suggest this be Rosemary Audibert, our famed treasurer of 35 years. Not only is she amazing, she is the most non-biased in this project. Being an elected official who holds regular office hours, she can, and has spoke up for Johnson and Johnson alone.

10. 7:35-7:45pm NEMS presentation – Scott Griswald

Scott Griswald will be presenting for NEMS (Northern Emergency Medical Services).

11. 7:45-7:55pm Political Signs

This topic was brought to the board chair by a resident with concerns for a lack of policy and lack of clarity from the Town. The concern was not regarding the decision itself. The board may want to consider a formal policy or make an annual motion following Town Meeting on how the board wants to handle political signs on town property. This would assist residents understand what is and is not allowed on town property. I do agree with the concern that there is a lack of clarity on both policy and most importantly...location.

12. 7:55-8:05pm Interlocal Kennel Agreement

This has been with the board for two weeks now with no concerns brought forward. I believe it is time to put this to bed and move on. We need a kennel, we have a good interlocal agreement presented, we've explored multiple options, Hyde Park has responded to all our concerns to date, let's move this off our old business and hammer it home. I will be editing the draft in the packet to pertain to Johnson and sending it to the board and sending to Hyde Park for review on Friday, I'll relay any concerns they may have on Monday during the meeting.

13. 8:05-8:10pm Selectboard/University Liaison

I spoke with the University on Wednesday. It's becoming clear that they will be making decisions soon about the future of VSU Johnson. They have attended meetings, attended reimagine Johnson events, and worked with local leaders to understand the needs of Johnson. The future of this campus is the future of Johnson, and the University has made it explicitly clear that they want to work with the town. The town is moving slower and has not fully responded to this opportunity. Isabelle Sullivan and I have done a lot of work to foster positive relationships with the University and will continue to do so. There are great concepts and ideas that have merit but now need Selectboard buy in to make it a reality. We need a liaison. Someone from the board who can work to make the needs of Town and the needs of the University work for all of Johnson. For this position I would recommend VSU alumni, Mark Woodward, his vision and relationships with VSU would bring a lot to both sides of the conversation.

14. 8:10-8:15pm Skate Park Update

The skate park shed was broken into last weekend. The Skate Park committee is working on solutions. This item is here should the board want to make any decisions, however I believe the committee has this under control at the moment.

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15. 8:15-8:20pm VEC Storm Water Contract Review and Signature Delegation (Mumley recommendation from RFP response)

The board will have to delegate signature authority.

16. 8:20-8:25pm Municipal Energy Resilience Grant Acceptance and Signature Delegation

The board will have to delegate signature authority.

17. 8:25-8:30pm Road Erosion Inventory Grant Approval to Apply and Signature Delegation

The board will have to delegate signature authority to sign the letter of intent. This grant is for \$8000 and a \$2000 match. I would recommend we take part in this opportunity. The state will likely be mandating this in 2027, we can be ahead of the game and tackle this now. Jason Whitehill, our Road Foreman is absolutely killing it. Our MRGP status is nearing completion and within a few years we'll be rebuilding class IV's. By tackling this opportunity now we will continue our progress with updated information and will avoid all potential penalties by being compliant. I recommend delegating Eben Patch as chair.

18. 8:30-8:35pm Salt Bid Review and Award

I have not heard back from the Office of Purchasing and Contracting. We are in no rush as the town purchases most of its salt in the spring to restock for the next year. Our Foreman does this to contract at the previous year's price to protect the town from inflation. I recommend we hold off for two more weeks unless OPC gets back to us tomorrow or Monday.

19. 8:35-8:40pm Old Business: TA and CEDS priority list, Capital Budget and Plan, TSSA, Joint Properties, Interlocal Kennel, Road Reclassification, Scribner Bridge Grants, Beautification MOU, Buyout Property Planning, Gravel Pit

Executive Session

20. Executive Session if needed.

Adjourn

Marshall Tire Group, Inc

4050 Williston Rd, South Burlington, VT 05403
 Phone: 802-865-9855 Fax: 802-864-5977
 www.mtgv.com Email: info@mtgv.com

MICHELIN - BF GOODRICH - UNIROYAL - BFOR - BANDAG
"Specializing in Truck and Off The Road Tires."

Bill To:

Ship To:

Town Of Johnson
663 Railroad Street
Johnson, VT 05656

Customer Information	Quote	Additional Information
Town Of Johnson 663 Railroad Street Johnson, VT 05656 Acct Number: P: 802-730-9597 Contact: Jason	Date: 11/14/2024 Reference: Q-370695 Salesperson: Paul Systo Route: ROAD SERVICE Delivery Date: 11/14/2024	PO Number: Work Order#: Vehicle #: Status/Complete?: Entered By: Paul Systo

Qty	Description	Unit Price	Ext. Price
2.00	94016761, 19.5L24, TR461 AT Traction F (12 Ply), BKT	901.00	1,802.00
2.00	94028344, 12.5/80-18, TR461 AT Traction F (12 Ply), BKT	392.00	784.00
2.00	22-O ROAD SERVICE LABOR - OTR	135.00	270.00
45.00	MILEAGE- ROAD SERVICE	2.75	123.75
Non-Taxable - Gov/Municipal		Subtotal:	2,979.75
Terms: Net 15th		Total:	\$2,979.75



REMEMBER TO CHECK YOUR LUG NUT TORQUE AFTER 50 - 100 MILES!

- I HEREBY AUTHORIZE THE STATED REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT MARSHALL TIRE GROUP, INC. PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF THE REPAIRS THERETO.
 - MARSHALL TIRE GROUP, INC. IS NOT RESPONSIBLE FOR LOSS OR DAMAGES TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND MARSHALL TIRE'S CONTROL.
 - A FINANCE CHARGE OF 1.5% PER MONTH WILL BE IMPOSED ON ANY BALANCE DUE AFTER 30 DAYS FROM DATE OF STATEMENT. THIS REPRESENTS AN ANNUAL CHARGE OF 18%

To Committee Chairs:

The Selectboard would like the following questions answered before reporting at their meetings. This would be due the Thursday prior to make it into the packet. If you have any questions please reach to Thomas Galinat, Town Administrator at 802-793-8480 or tojadministrator@townofjohnson.com. This process is intended to inform the board ahead of time so both the board and the committees can focus on the exciting parts of your committee.

Committee questions to answer prior to Selectboard Meetings:

Share a recent accomplishment large or small.

Rehab of some of the second floor; wall repair and painting and floor sanding and finishing.

Education programs to include History of Blacksmithing, Johnson School Houses, History of Quilting, Tools in the Carriage Room, Antique Road Show, How to Clean Your Attic Without Destroying History, Life of Snowflake Bently, Salute to Veterans and a Scavenger Hunt for youngsters.

Three newsletters covering the History of Beard's Hardware, the Samuel Eaton Family and the history of the Stiles/Hopkins/Nichols farm.

Our presence at TNL tallied \$5032, Town Meeting pie sales \$332, Antique Road Show \$275.

List of committee members.

Richard Simays, Mary Jean Smith, Lois Frey, Kelly VanDorn, Alice Whiting, Linda Jones, Mike Dunham. We are short two.

Are you looking at grants for any proposed projects this year? If yes, a brief explanation.

Not specifically, Randall is looking.

What are your needs (*highest priorities*)?

See list previously submitted.

What are your desires/wants (*longer term priority*)?

Roof replacement, insulate building, replace siding

Is there a long-term committee plan/*or vision*? If yes, a brief explanation.

See our Strategic Plan.

Randall Szott - Selectboard Report for November 18, 2024

Industrial Park

LCPC, LEDC, the Town Administrator, and I are now having biweekly meeting to discuss the park. As a result of those meetings, it was concluded that Mumley Engineering needed to amend the existing contract with the town that preceded the NEPA work. This is memorializing with specificity many items into that existing contract that had been discussed and included in various project costs. There is also a minor revision to the NEPA contract to specifically include a Phase 1 consultant. Mumley will be providing you with an update so I will leave it to them to provide a detailed explanation. See Attachments for contract revisions and note that the existing contract is provided in draft form so that it is easier to discern what is being amended.

****Two action items. Approve revisions to existing contract with Mumley. Approve revision to NEPA contract.**

Green Mountain Byway

The Green Mountain Byway board has been planning to apply for the National Scenic Byways grant for 10-12 months. The funding opportunity is finally open. The project entails installing interpretive panels highlighting sites of interest along the Byway. I have attached a workplan template that has a couple of examples of existing panels from other communities. I also attached the proposed budget for the project. LCPC will write the grant application on behalf of Morristown, Hyde Park, Cambridge, and Johnson (assuming all the communities agree to participate). Stowe and Waterbury already have panels.

Back in March I solicited panel ideas from a number of entities and we have photos and basic text for seven potential panels: Arboretum, Beard Park, Holcomb House, Journey's End, Scribner Bridge, Tuesday Night Live, and the Long Trail at the Lamoille River (the Green Mountain Club suggested this and they might sponsor that sign). We will be selecting four of them, and they are not required to be selected prior to application – other panels/sites could be determined if necessary.

The 20% match can be in-kind, so the installation costs, should the Town/Village decide to install, could count towards the \$2,176 match. It was also discussed that the match could come from sponsors/donations so there may be potential to cover the match entirely without town funds.

****Action Item: does the Town want to participate in this grant application?**

VCRD Re-Imagine Johnson

Attended a meeting to discuss the ongoing work of the task forces. The initial conversation focused on the college and there were multiple representatives from the college indicating how the College/Town task force might work in productive ways with the ongoing strategic planning work of the state university system.

The conversation later moves to the work of the other task forces and their relationship to the Trustees, the Selectboard, and the FEMA community assistance team. FEMA's team will be a connection among the groups and able to make each of them aware of synergies or possible conflicting aims. This, along with the various representatives of the planning commission, will help avoid working at cross purposes or reduplicating efforts.

Housing

The next VCRD housing task force meeting will have representatives from Evernorth and Downstreet Housing to hear about the work they do. It will be good to have an understanding of how they operate and what, if any, opportunities there are for partnerships in the future.

I mentioned in my last report the possibility of having someone talk to the Selectboard about the relationship between housing and economic development. I recently spoke to the State Treasurer about my work in Johnson and the and the connection of housing with the economy and he offered to attend a Selectboard meeting. I feel it is important to take advantage of this opportunity.

Johnson Historical Society

My contact at the Preservation Trust is having some difficulty tracking down an architect to do the condition assessment. She has talked to two so far, and she is hoping that an architect she speaks with next week will be able to do the work.

FEMA Swift Current Application for the grocery store

The FEMA request for information about engineering and technical details continues to be addressed. On 11/6 there were questions directed to Pomerleau's engineering team by Vermont Emergency Management, and they have a deadline of 11/15 to respond. I should know by the next Selectboard meeting whether the deadline was met.

Lamoille Valley Rail Trail Community Grant

I have been in conversation with Doug Molde about possibilities for this grant. The committee won't be meeting until 11/20 to decide what the nature of the application will be and the pre-application deadline is 11/22, but we should be fine. The committee will be covering the 20% match for any project they pursue.

Building Communities Grant (Recreational)

I am happy to report that Johnson's application for \$6,425 in funding to make repairs and improvements at the rail trail welcome center was approved. I am waiting for a draft grant agreement before developing an RFP for the work. As a reminder this is a 50% matching grant and the Rail Trail Committee is providing the match.

Miscellaneous

I had another inquiry about the Revolving Loan Fund in regard to a business occupying 201 Lower Main. I had a phone conversation and sent them documents related to the RLF and other programs. I plan to visit the site in the near future.

I will be out of the country from 11/27-12/8. I should be able to monitor my email and reachable by phone, but I will not be returning to work until 12/9.

National Scenic Byways Program Grant
Green Mountain Byway (GMB) Interpretive Panel Budget
 Each panel is 24" x 36"
 Costs included: writing, design, fabrication and shipping
 Costs not included: installation (in-kind?)

February 2024 pricing

Cost for 16 interpretive panels (4/town)

Interpretive Framework	\$3,500	
Interpretive Writing - \$600/panel	\$9,600	
Design - \$700/panel	\$11,200	
*Fabrication and Shipping	\$16,714	
Total	\$41,014	
+ 15% fabrication and shipping	\$2,507	
Total	\$43,521	
20% match (divided by the 4 towns)	\$8,704	\$2,176/town

Cost for 24 interpretive panels (6/town)

Interpretive Framework	\$3,500	
Interpretive Writing - \$600/panel	\$14,400	
Design - \$700/panel	\$16,800	
*Fabrication and Shipping	\$23,914	
Total	\$58,614	
+ 15% fabrication and shipping	\$3,587	
Total	\$62,201	
20% match (divided by the 4 towns)	\$12,440	\$3,110/town

**Fabrication/shipping costs will expire in 30 days. Depending on when we fabricate the increase will likely be 10-15%.*



Interpretive Panels (IP) Workplan

[Link to Gdrive files](#)

Interpretive panels (aka: signs and kiosks) enhance the visitor's experience by providing educational information about the resources found in the vicinity of the GMB corridor. They use an imaginative combination of text and visuals to tell a story. As a result, the visitor will more easily navigate the scenic GMB and locate natural, historic, cultural, and recreational resources they might not otherwise have noticed, and gain a greater understanding about the importance of these resources

It is the goal of the GMB committee to fund this project through grants. At this time, we do not anticipate any financial costs from each town. Assistance with installation of the Interpretive Panels (IP) from town road crews will be needed.

Below are examples of the IPs that already exist in Waterbury and Stowe. The new panels for the towns of Johnson, Morristown, Hyde Park and Johnson will follow the same design format to promote the identity of the GMB and continue to connect the six towns along the byway. Each town should develop its own workplan (see example) for each of the 4-6 panels.



What makes a message interpretive:

- Provokes the attention, curiosity and interest of the visitor
- Relates to the everyday lives of the visitor
- Reveals the main point of the message in imaginative and creative ways
- Illustrates the main resources of the byway (natural, historic, cultural, and recreational)

Guidelines for choosing panel locations:

- Are there locations off the byway "beaten path" that would be of interest to a visitor?
- Choose locations that might flag the driver's interest. Something they would like to visit or learn more about (i.e. scenic vista, historic building, hike in to see a waterfall)
- Placement of panels should be a minimum of 15' from the edge of a road, trail or path
- Panel location needs to be able to handle plows and snow removal

Deadline: Return your town's completed workplan by March 15, 2024 and send to laura@lauraparette.com

Questions: Direct questions to Tricia Follert, tfollert@morristownvt.gov



Civil Engineers • Land Use Planners

October 24, 2024

Randall Szott
Community and Economic Development Specialist
Town of Johnson

Subject: NEPA Environmental Assessment (EA) Proposal
Johnson Industrial Park, Route 15

Project 10016.2

Dear Randall,

As per the previous correspondence and cost proposal for National Environmental Policy Act ("NEPA") consulting services as part of the Northern Border Regional Commission ("NBRC") Grant that the Town of Johnson has been awarded, the following scope of work and cost proposal is presented to serve as a contract between the Town of Johnson and Mumley Engineering, Inc.

Note: The listed scope items represent an abbreviated summary of the required elements of the Environmental Assessment ("EA").

SCOPE OF SERVICES

Phase I – Site investigation and research

- Field investigation – review existing conditions and changes since 2010
- Review past correspondence with State agencies and update documentation
- Review available public databases
- Estimated Total Hours: 30
- Estimated Total Cost: \$3,600

Phase II – EA Report

- Develop Purpose and Needs
- Identify project alternatives
- Identify affected environmental resources
- Meet with State agencies to establish need for:
 - Wetland delineation
 - Deer wintering evaluation
 - Archeological investigation
- Assess environmental impacts
- Present alternatives assessment at publicly warned meeting
- Final conclusions and report generation
- Estimated Total Hours: 80
- Environmental Subconsultant (Phase I): \$5,000
- Estimated Total Cost: \$14,600

Phase III – Agency Follow-up

- Review comments and correspondence
- Refine/revise report as needed
- Estimated Total Hours: 20
- Estimated Total Cost: \$2,400

The above scope of services total cost amount not to exceed \$20,600.

We would expect the overall timeline of a typical EA analysis to be in the range of 2-4 months.

If this proposal is acceptable to the Town of Johnson, the signatures below shall serve as agreement to contract with Mumley Engineering, Inc. to complete the scope of work as stated.

If you have any questions, please do not hesitate to contact me at tyler@mumleyinc.com or 802-851-8882.

 10-25-24

 Mumley Engineering, Inc. Date
 Tyler Mumley, P.E.

 Town of Johnson Date

TOJ Administrator

From: Johnson Public Library <johnsonpubliclibraryvt@gmail.com>
Sent: Saturday, November 9, 2024 7:03 PM
To: Eben Patch; TOJ Administrator; Kelly Vandorn; Jessica Bickford
Subject: Fwd: VT Dept. of Libraries Capital Grants Fund - Verification of Authorized Reimbursement Certifier

Hello Eben,

Who would you like to be responsible for submitting and certifying reimbursement requests for costs associated with your Library's Capital Grant Project?
See email below.

Thank you,
Jeanne

----- Forwarded message -----

From: LIB - VT LIB Capital Grants <LIB.VTLIBCapitalGrants@vermont.gov>
Date: Fri, Nov 8, 2024 at 2:05 PM
Subject: VT Dept. of Libraries Capital Grants Fund - Verification of Authorized Reimbursement Certifier
To: McClary, Mark <Mark.McClary@vermont.gov>
Cc: Blair, Hannah <Hannah.Blair@vermont.gov>, Delneo, Catherine <Catherine.Delneo@vermont.gov>, Shaffer, Janette <Janette.Shaffer@vermont.gov>

Good Afternoon;

We are emailing you directly to confirm that you will be the person responsible for submitting and certifying reimbursement requests for costs associated with your Library's Capital Grant Project. The confirmation is necessary as the Department will be using a web-based portal for Grantees to submit their reimbursement requests online. Each submission will require an electronic certification by your Library's authorized representative, in compliance with the U.S. Code of Federal Regulations.

You should receive an email from our partner egov.com within the next week inviting you to begin using the portal for submitting your reimbursement requests. We expect this same portal will also be used for submitting Grantee Quarterly Reports.

If another person will be responsible for the submission and certification of your Capital Grant Project reimbursement requests, Please let us know and respond with that person's name, title, email address and phone number.

**INTERLOCAL AGREEMENT
REGARDING ANIMAL SHELTERING
BETWEEN THE TOWNS OF HYDE PARK AND {ENTER TOWN NAME}**

This Interlocal Agreement (“Agreement”) regarding Animal Sheltering is made and is effective as of the date the last party signs below, by and between the Town of Hyde Park, a Vermont municipality located in Lamoille County, State of Vermont (hereinafter “Hyde Park”), and the Town of {enter Town name}, a Vermont municipality in Lamoille County, State of Vermont (hereinafter “{enter Town name}”).

WHEREAS, Hyde Park leases a 13 kennel facility for canine management located 102 VT Made Acres, Morristown, Vermont.

WHEREAS, Hyde Park’s shelter is NOT an animal rescue, humane society, or rehoming organization.

WHEREAS, {enter Town name} regulates animals pursuant to its Town Policy / Ordinance; and

WHEREAS, {enter Town name} does not have facilities to shelter, care for, and dispose of animals as specified in its Town Policy / Ordinance; and

WHEREAS, Section 3381 of Title 20 of Vermont Statutes Annotated requires each town to maintain as many good and sufficient pounds as it may need for the impounding of animals liable to be impounded and allows a town to keep a pound in an adjacent town if the adjacent town consents and it further allows the pound keeper to be a resident of an adjacent town; and

WHEREAS, Hyde Park is agreeable to subleasing kennel space to {enter Town name} using Hyde Park’s shelter to be used as {enter Town name}’s pound and to engage kenneling services with Lamoille Kennels on the terms and conditions set forth below.

I. AGREEMENT

A. In consideration of an annual fee (equal to \$416.66 monthly for the remainder of fiscal year 24/25), {enter Town name} shall have 2 allocated kennel spaces for their exclusive use.

B. At the discretion of Hyde Park, additional kennel spaces made be utilized by {enter Town name} on an as available basis. Temporary use does not establish dedication. In the event that additional space is utilized, it is with the understanding that {enter Town name} shall immediately

vacate the non-dedicated kennels if the kennel space is needed by Hyde Park or other participating Towns.

C. For purposes of this Agreement, the term “Animal” shall refer to any domestic canine or wolf-hybrid. No other animals may be sheltered at the facility.

D. Hyde Park shall not take “possession” of any animals. All animals shall remain in the custody of {enter Town name} even beyond the 10 day hold period.

E. {enter Town name} is responsible for the veterinary care of the animals in their custody. The kennel may refuse to accept dogs in need of urgent medical care until the medical needs are addressed.

F. Hyde Park currently pays Lamoille Kennels \$25 per day for food, care and maintenance of sheltered animals. {enter Town name} shall pay Hyde Park the \$25 per day fee for EACH animal {enter Town name} has sheltered in the facility for the entire duration the animal is housed.

G. Lamoille Kennels is not responsible for any veterinarian services, behavioral analysis or anything other than typical “boarding” service.

H. {enter Town name} is responsible to Hyde Park for the \$25 daily fee. {enter Town name} is responsible for recovering the fees paid from the owner. Hyde Park will NOT collect directly from the animal’s owner.

II. POLICY AND PROCEDURE

A. {enter Town name}’s ACO’s shall have access to the facility via a keypad door lock. ACO’s are forbidden from sharing the code with anyone other than ACO’s from {enter Town name}.

B. The ACO must complete the intake form for EACH animal being sheltered regardless of the duration the animal is impounded.

A log sheet must include at least the following information:

1. Shelter PIN (Personal Identification Number);
2. Description of Animal (breed, coloring, approximate age; identifiable characteristics)
3. Date, time, and place the Animal was found and apprehended and the reason for impoundment.
4. Date and time of Animal’s arrival at Hyde Park Animal Shelter
5. Whether food and water was given to the Animal on arrival;
6. Name of the individual who presented the Animal to the Hyde Park Animal Shelter;

7. The suspected name of the Animal's owner (if known).
 8. The itemized total of all applicable costs and fees due prior to release of the Animal.
 9. The amount paid prior to release of the Animal with documentation confirming payment.
 10. The time and date of the release.
 11. To whom the Animal was released.
- C. Bonded animals may share a kennel, but each animal is subject to a \$25 per day fee.
- D. {enter Town name} is responsible for locating the owner or determining the disposition of the animal.
- E. {enter Town name} is responsible for releasing animals to their owner.

III. ANIMAL CONTROL OFFICER ("ACO") RULES AND RESPONSIBILITIES

- A. In advance of presenting an Animal for impoundment at the Hyde Park Animal Shelter, the {enter Town name} ACO will notify and confer with Hyde Park's ACO that they are utilizing their dedicated kennel spaces and to determine whether there is sufficient space available at the Hyde Park Animal Shelter to impound more animals than the participating town's allocated kennel space. Hyde Park may refuse to accept excess animals for lack of sufficient space.
- B. Only the ACOs of Hyde Park and {enter Town name} along with Hyde Park Animal Shelter Personnel are permitted in the Hyde Park Animal Shelter.
- C. The ACOs of Hyde Park and {enter Town name} along with the Hyde Park Animal Shelter Personnel shall follow all applicable provisions of ordinances duly adopted by Hyde Park and {enter Town name}. If a {enter Town name} ordinance provision conflicts with a Hyde Park ordinance provision, the ordinance of the Town which the Animal in question was impounded for violating shall control.
- D. The ACO (or their duly authorized assistant) under whose authority the Animal was impounded must be present to release any Animal.
- F. If euthanasia is warranted, {enter Town name} will follow all protocols as stated per 13 V.S.A. § 371.
1. *For medical euthanasia*, {enter Town name} shall obtain an in-shelter exam and/or vet history that confirms terminal condition or diagnosis.

2. *For behavioral euthanasia*, {enter Town name} shall obtain a written referral recommending euthanasia from a veterinarian or dog behaviorist or a final unappealed judgment order from a court or local quasi-judicial body with jurisdiction over the matter.
- G. {enter Town name} shall not sell or donate any Animal for the purpose of scientific research or testing.

IV. FEES, COSTS

- A. **TERM:** The term of this Agreement shall begin on the _____ day of October, 2024 and shall continue until May 31, 2025. This Agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein. Hyde Park may change the rate of compensation by providing one hundred and eighty (180) days' advanced written notice to the {enter Town name} Selectboard of a change in the rate of compensation. Either party may terminate this Agreement as provided in Section V, "Termination", herein.
- B. {enter Town name} agrees to pay Hyde Park an annual fee of Five Thousand Dollars (\$5,000.00) for access to and use of the Hyde Park Animal Shelter.
- C. In addition to the annual fee, {enter Town name} shall pay to Hyde Park daily shelter fees in the amount of Twenty-Five Dollars (\$25.00) per day that each Animal from {enter Town name} impounded at the Hyde Park Animal Shelter that are not paid by Animal owners. Daily shelter fees cover the scope of services outlined in Subsection (I)(C)(1) above.
- D. {enter Town name} agrees that Hyde Park will send out quarterly invoices for unpaid shelter fees that are due on or before:

1st Quarter – October 30, 2024

2nd Quarter – January 31, 2025

3rd Quarter – April 30, 2025

4th Quarter – July 31, 2025

Late payments shall be subject to a one percent (1 %) per month administrative fee.

- E. **Veterinarian and Other Costs:** If the Hyde Park ACO determines that an Animal impounded at the Hyde Park Animal Shelter by the {enter Town name} ACO has been injured or otherwise requires veterinary attention, other than normal and routine examinations given to animals, then Hyde Park shall send the invoice for such costs to {enter Town name}. If payment is not made by the Animal owner and Hyde Park is required to make payment to the veterinarian or animal

hospital, Hyde Park shall add said costs to the next quarterly invoice sent to the {enter Town name}.

V. TERMINATION

This Agreement may be terminated, without cause and for convenience, by any party to this Agreement by serving written notice of termination upon the other parties hereto one-hundred eighty (180) days prior to the anticipated date of termination.

VII. INDEMNIFICATION

To the extent provided by law, {enter Town name}, its officers, board members, employees, and agents, agrees to indemnify, save, defend and hold harmless Hyde Park, its officers, board members, employees, and agents, for any liability for personal injury, property damage, or death arising in any manner whatsoever in connection with this Agreement or arising out of Hyde Park's care or release of an Animal from {enter Town name} impounded at the Hyde Park Animal Shelter, except for claims arising out of Hyde Park personnel's gross negligence or willful acts.

VI. OTHER PROVISIONS

Hyde Park Animal Shelter shall not undertake any additional services except those set out herein above, unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved by both parties' respective Town Selectboards.

- A. No oral Agreement shall be valid, and this written Agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this Agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
- B. {enter Town name} and Hyde Park agree that this Agreement is a result of a fair and good faith negotiation between the parties, that each party had an opportunity to review the Agreement with its legal counsel, and that any ambiguities shall not be interpreted against the party responsible for drafting this Agreement.
- C. Prior Agreements: This Agreement shall supersede any existing interlocal Agreements between Hyde Park and {enter Town name} regarding the same subject matter and any such existing Agreements shall hereby be deemed terminated.
- D. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall be deemed to be an original, but all such

counterparts shall together constitute one and the same instrument. Electronic, .pdf and facsimiled signatures shall be treated as originals.

E. The provisions of this Agreement are severable. If a court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, that provision shall be stricken, and the Parties shall thereafter work cooperatively and in good faith to reform the Agreement to reflect the original intent of the stricken provision

VIII. EXECUTION OF THIS AGREEMENT

This Agreement shall not take effect nor be binding on either party unless this Agreement is approved by the respective Selectboards of Hyde Park and {enter Town name}.

IN WITNESS WHEREOF, the Town of Hyde Park and the Town of {enter Town name} have executed this Agreement on the day and year first above written.

By signing this Agreement, each signatory represents that he or she is duly authorized by the Selectboard of the Town for which the signatory is executing this Agreement.

TOWN OF HYDE PARK:

_____ , 2024
Duly Authorized Official for the Town of Hyde Park Date

TOWN OF {ENTER TOWN NAME}:

_____ , 2024
Duly Authorized Official for the Town of {enter Town name} Date



Civil Engineers • Land Use Planners

October 7, 2024

Eben Patch, *Chairman*
Town of Johnson Selectboard
Johnson, VT

**SUBJECT: VEC 3-Acre Stormwater Upgrade Project
Recommendation of Award for Construction**

Dear Mr. Patch:

Three (3) bids were received on August 12, 2024 for construction of the subject project. The bidders were:

- MSI Sitework (\$318,030.00)
- Goodhue Excavation, Inc. (\$399,063.00)
- Isaac's Excavating & Construction LLC (\$579,095.00)

The low bidder for the project was MSI Sitework (MSI) (\$318,030.00). MSI's bid is 31% below the Engineer's Estimate.

Mumley Engineering reviewed the bid prices submitted by MSI, and found a number of math and quantity errors that when corrected would significantly affect the contract price. Mumley met with MSI and reviewed the bid items and discrepancies in question. As a result of this, MSI amended their bid downward to a total of (\$306,329.00). The revisions and corrections made do not create any kind of unfair advantage to MSI or affect the ranking of low bidders.

MSI is a reputable local construction firm with skills, experience and equipment necessary to complete the proposed scope of work. Mumley Engineering has worked with MSI on numerous successful projects in the area in the recent past.

Based on this information and a review of their bid, it is our opinion that MSI Sitework is a responsive and responsible bidder. Therefore, Mumley Engineering, Inc. recommends to award the construction contract to:

MSI Sitework
153 Stafford Ave
Morrisville, VT 05661

In the amount of: \$306,329.00

For reference, included with this letter, please refer to the original bid form in the amount of \$318,030.00 and the revised schedule of prices in the amount of \$306,329.00

Mumley Engineering is happy to discuss further any details of this bid analysis or award recommendation with the Selectboard or Town Staff.

Regards,

A handwritten signature in black ink, appearing to read "Tyler Mumley". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tyler Mumley, P.E.
Principal Engineer

Copy: John Varney, VEC

BID FORM

PROJECT: VEC/Town of Johnson Stormwater Infrastructure Project

This bid is submitted to Mumley Engineering, Inc., hereinafter referred to as the "Engineer":

Mumley Engineering, Inc.
46 Hutchins Street
Morrisville, Vermont 05661

1. The undersigned understands that the Engineer has been attained by the Town of Johnson and Vermont Electric Co-op, hereinafter referred to as "Owner", to manage all aspects of the bid process in reference to the VEC/Town of Johnson Stormwater Infrastructure Project, described herein.
2. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.
3. Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 90 days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Security required and other documents required by the contract documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, bidder represents, as more fully set forth in the Agreement, that:

a. Bidder has examined copies of all the contract documents and the following addenda:

8.9.24 #1
List Addenda Received

And also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

- b. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work. Bidder has made such independent investigations as bidder deems necessary.
 - c. This bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or over Owner.
5. Bidder will furnish all materials and labor to complete the work for the following price:

LUMP SUM

CONTRACT PRICE

Three hundred eighteen thousand

thirty dollars and $\frac{00}{100}$ — (\$318,030.00)

(use words)

(figures)

6.1 Unit price for trench excavation for ledge

\$ 250.00/CY

6.2 Contractors markup on change orders (add or deduct) as a percent of total cost of the change:

15 % Add

5 % Deduct

6.3 The tabulated breakdowns listed below in the SCHEDULE OF PRICES shall be completed and included as part of the Contractor's Bid.

SCHEDULE OF PRICES

A – SITE WORK

(includes installation and material costs unless otherwise noted)

Bid Item	Estimated Quantity	Contractor Verified Quantity	Unit	Item Description - Write Unit Price in Words	Unit Price in Figures	Total Amount in Figures
A-1	0.25		ACRE	Clearing & Grubbing	\$ 4,000.00	\$ 1,000.00
A-2	2,500		CY	Common Excavation	\$ 15.00	\$ 37,500.00
A-3	40		CY	Pavement Excavation	\$ 28.00	\$ 1,120.00
A-4	600	425	CY	Sand Borrow (Sand Filter/Pipe Cover)	\$ 20.00	\$ 8,500.00
A-5	667		CY	Trench Excavation of Earth	\$ 25.00	\$ 16,675.00
A-6	175		CY	Granular Backfill for Structures	\$ 40.00	\$ 7,000.00
A-7	30		CY	Crushed Stone Subbase (Fine Graded)	\$ 45.00	\$ 1,350.00
A-8	200		CY	Crushed Stone Subbase (Parking)	\$ 35.00	\$ 9,000.00
A-9	1,500	1,100	CY	Crushed Stone - Clean (Chamber Backfill)	\$ 31.00	\$ 34,100.00
A-10	50		CY	Aggregate Surface Course	\$ 60.00	\$ 3,000.00
A-11	75	50	TON	Bituminous Concrete Pavement (Restoration)	\$ 360.00	\$ 18,000.00
A-12	550		LF	6" HDPE Perforated Pipe	\$ 13.50	\$ 7,425.00
A-13	500		LF	15" HDPE Pipe (SL)	\$ 41.00	\$ 20,500.00
A-14	100		LF	24" HDPE Pipe (SL)	\$ 85.00	\$ 8,500.00

A-15	6	5	EA	Precast Concrete Drainage Structure - 4' Dia	\$ 4,450.00	\$ 22,250.00
A-16	1		EA	Precast Concrete Drainage Structure - 6' Diameter w/ Weir	\$ 7,386.00	\$ 7,386.00
A-17	1		LS	Mobilization/Demobilization	\$ 5,000.00	\$ 5,000.00
A-18	1,000.0		SY	Geotextile Fabric (subbase separator)	\$ 1.50	\$ 1,500.00
A-19	10		LB	Seed	\$ 7.50	\$ 750.00
A-20	60		LB	Fertilizer	\$ 5.00	\$ 300.00
A-21	0.12		TON	Agricultural Limestone	\$ 1,000.00	\$ 120.00
A-22	15		CY	Topsoil	\$ 50.00	\$ 750.00
A-23	1		LS	Maintenance of EPSC (N.A.B.I.)	\$ 2,000.00	\$ 2,000.00
A-24	100		SY	Rolled Erosion Control Product (Type 1)	\$ 7.00	\$ 700.00
A-25	800	600	LF	Silt Fence	\$ 30.00	\$ 1,800.00
A-26	1		LS	Filter Bag	\$ 1,000.00	\$ 1,000.00
A-27	1		LS	ADS Stormtech System - ADS Supplied Materials Only (MC3500)	\$ 83,500.00	\$ 83,500.00
A-28	60		CY	Pea Stone - Choker Layer - 3/8" Stone	\$ 23.00	\$ 1,104.00
TOTAL CONTRACT PRICE IN FIGURES					\$ 318,030.00	
TOTAL CONTRACT PRICE IN WORDS					Three hundred eighteen thousand thirty dollars and no cents.	

6. Bidder agrees that the work will be substantially complete within 60 calendar days after the Notice to Proceed has been made. The construction timeline is to be agreed upon between the Owner and Contractor. See "Agreement".

7.1. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following documents are attached to and made a condition of this bid:

a) A tabulation of Subcontractors selected for the following trades:

Johnson Hardware & Rental - piping material, MC3500 System
Camp Precast - Drain MH's

8. Communications concerning this Bid shall be addressed to:

Bidder's Name: MSI Sitework

Address: 153 Stafford Ave

Morrisville, VT 05661

Telephone No.: _____

Fax No.: _____

Email: _____

Contact Person: _____

Submitted on 8-12, 2024.

Signature of Authorized Person 

Name and Title of Authorized Person SCHUYLER BIASINI
(print or type)

BID FORM

PROJECT: VEC/Town of Johnson Stormwater Infrastructure Project

This bid is submitted to Mumley Engineering, Inc., hereinafter referred to as the "Engineer":

Mumley Engineering, Inc.
46 Hutchins Street
Morrisville, Vermont 05661

1. The undersigned understands that the Engineer has been attained by the Town of Johnson and Vermont Electric Co-op, hereinafter referred to as "Owner", to manage all aspects of the bid process in reference to the VEC/Town of Johnson Stormwater Infrastructure Project, described herein.
2. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.
3. Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 90 days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Security required and other documents required by the contract documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the contract documents and the following addenda:
8-9-24 #1
List Addenda Received

And also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

 - b. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work. Bidder has made such independent investigations as bidder deems necessary.
 - c. This bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or over Owner.
5. Bidder will furnish all materials and labor to complete the work for the following price:

SCHEDULE OF PRICES

A - SITE WORK

(includes installation and material costs unless otherwise noted)

Bid Item	Estimated Quantity	Contractor Verified Quantity	Unit	Item Description - Write Unit Price in Words	Unit Price in Figures	Total Amount in Figures
A-1	0.25		ACRE	Clearing & Grubbing	\$ 4,000	\$ 1,000
A-2	2,500		CY	Common Excavation	\$ 15	\$ 37,500
A-3	40		CY	Pavement Excavation	\$ 28	\$ 1,120
A-4	600	425	CY	Sand Borrow (Sand Filter/Pipe Cover)	\$ 20	\$ 8,500
A-5	667		CY	Trench Excavation of Earth	\$ 25	\$ 16,675
A-6	175		CY	Granular Backfill for Structures	\$ 40	\$ 7,000
A-7	30		CY	Crushed Stone Subbase (Fine Graded)	\$ 45	\$ 1,350
A-8	200		CY	Crushed Stone Subbase (Parking)	\$ 35	\$ 7,000
A-9	1,500	1,100	CY	Crushed Stone - Clean (Chamber Backfill)	\$ 31	\$ 34,100
A-10	50		CY	Aggregate Surface Course	\$ 60	\$ 3,000
A-11	75	50	TON	Bituminous Concrete Pavement (Restoration)	\$ 360	\$ 18,000
A-12	550		LF	6" HDPE Perforated Pipe	\$ 13.50	\$ 7,425
A-13	500		LF	15" HDPE Pipe (SL)	\$ 41	\$ 20,500
A-14	100		LF	24" HDPE Pipe (SL)	\$ 85	\$ 8,500

A-15	6		EA	Precast Concrete Drainage Structure - 4' Dia	\$ 4858	\$ 29,148
A-16	1		EA	Precast Concrete Drainage Structure - 6' Diameter w/ Weir	\$ 7386	\$ 7,386
A-17	1		LS	Mobilization/Demobilization	\$ 5,000	\$ 5,000
A-18	1,000.0		SY	Geotextile Fabric (subbase separator)	\$ 1.50	\$ 1,500
A-19	10		LB	Seed	\$ 7.50	\$ 75
A-20	60		LB	Fertilizer	\$ 5	\$ 300
A-21	0.12		TON	Agricultural Limestone	\$ 1,000	\$ 120
A-22	15		CY	Topsoil	\$ 50	\$ 750
A-23	1		LS	Maintenance of EPSC (N.A.B.I.)	\$ 2,000	\$ 2,000
A-24	100		SY	Rolled Erosion Control Product (Type 1)	\$ 7	\$ 700
A-25	800	600	LF	Silt Fence	\$ 3	\$ 1,800
A-26	1		LS	Filter Bag	\$ 1,000	\$ 1,000
A-27	1		LS	ADS Stormtech System - ADS Supplied Materials Only (MC3500)	\$ 83,500	\$ 83,500
A-28	60		CY	Pea Stone - Choker Layer - 3/8" Stone	\$ 23	\$ 1,380
TOTAL CONTRACT PRICE IN FIGURES					\$	306,329
TOTAL CONTRACT PRICE IN WORDS					Three hundred six thousand three hundred twenty nine dollars	

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #:		² Original		Amendment #	
³ Grant Title:					
⁴ Amount Previously Awarded:		⁵ Amount Awarded This Action:		⁶ Total Award Amount:	
⁷ Award Start Date:		⁸ Award End Date:		⁹ Subrecipient Award: YES NO	
¹⁰ Vendor #:		¹¹ Grantee Name:			
¹² Grantee Address:					
¹³ City:			¹⁴ State:		¹⁵ Zip Code:
¹⁶ State Granting Agency:				¹⁷ Business Unit:	
¹⁸ Performance Measures: YES NO		¹⁹ Match/In-Kind: Description:			

²⁰ If this action is an amendment, the following is amended:

Amount:	Funding Allocation:	Performance Period:	Scope of Work:	Other:
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SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate:		²³ FFATA: YES NO	
²⁴ Grantee Fiscal Year End Month (MM format):		%		²⁵ R&D:	
		(Approved rate or de minimis 10%)			
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund				
Special Fund				
Global Commitment (non-subrecipient funds)				
Other State Funds				

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award

³⁹ Federal Awarding Agency:				⁴⁰ Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Total Awarded - All Funds							

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME:	NAME:
TITLE:	TITLE:
PHONE:	PHONE:
EMAIL:	EMAIL:

**State of Vermont
Standard Grant Agreement**

Agreement #

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between State of Vermont Department of Buildings and General Services (BGS), (hereinafter called “State”) And Municipality of Johnson with principal place of business at **P.O. Box 383 Johnson, Vermont 05656** (hereinafter called “Grantee”). It is the grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is the Municipal Energy Resilience Program-Capacity Building Implementation-Grant authorized by 2022 Acts and Resolves No. 172 Sec. 3(c)(1)(B).
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Term and Effective Date: This agreement shall become effective from the date of signing by both parties and remain in effect until all funds awarded to the Grantee have been spent and all of the Grantee’s reporting requirements to the State have been satisfied, unless superseded by a future agreement which may better reflect the timeline of monitoring and reporting required by the State.
6. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
7. Attachments: This Grant consists of 12 pages including the following attachments that are incorporated herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work To Be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Grant Provisions
 - Attachment D – Other Provisions
8. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment C
 - 3) Attachment D
 - 4) Attachment A
 - 5) Attachment B



WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

Department of Buildings and General Services

By the Grantee:

Date: _____

Signature: _____

Name: _____

Title: _____



ATTACHMENT A: SCOPE OF WORK

Johnson Town

The Johnson Town Garage upgrades includes:

1. Install self-learning thermostats.
2. 76x feet of door sweeps.
3. Improving attic insulation to R-49.

ATTACHMENT B: PAYMENT PROVISIONS

In accordance with Act 172 Sec. 3 (B)(1)(A) Buildings and General Services (BGS) shall administer

“(A) no more than \$500,000.00 to each covered municipality for approved projects for weatherization, thermal efficiency, to supplement or replace fossil fuel heating systems with more efficient renewable or electric heating systems, and any other expenditures necessary for the project to be eligible for funding under federal law and guidelines”.

. Upon execution of this agreement the grantee will receive a Grant Number to utilize in all correspondence, invoicing and reporting with both BGS and FSD. Upon signature by the grantee and the State (BGS), the grantee shall receive a copy of the fully executed agreement. In order for funds to be issued the following documents are required:

- i. Payment Request Form
- ii. A Certificate of Insurance
- iii. A W-9 Form
- iv. An Affirmation of Use of Funds Form

The grantee will submit invoices and proof of payment (bank statement/receipts) to BGS for reimbursement. BGS will track the progress of the project(s) being completed to ensure grant compliance. BGS commits to disbursement of the first payment within 30 days of receiving invoices and proof of purchase from grantee.

The grantee commits to submitting a report detailing a narrative summary along with funds spent every quarter. If the community capacity building projects are ongoing, a report will be submitted for each quarter that funds are spent. BGS will require the grantee to provide invoices and proof of payment, and all documents regarding funds spent on this project(s).

If the grantee has claimed a financial hardship and is requesting payment in advance of initial funds the grantee must prove the financial hardship to BGS by submitting a narrative and all relevant documentation explaining why they are requesting funds in advance. If approved, BGS will provide the grantee with up to 20% of the total awarded amount. After the initial funds are distributed, BGS will track the progress of the work being performed. As the grantee draws down on the initial awarded funds, the following payments will consist of the remaining awarded grant amount distributed based on the amount invoiced for actual project costs incurred during the quarterly reporting periods until funds run out. BGS suggests that the funds for this grant be held in a separate account from other municipal funds to ensure these funds are used only for the Scope of Work outlined in Attachment A and to provide proof of spending required by any potential audit of the program.

BGS commits to having all grant payments out to towns by 12/31/2026. If the grantee has demonstrated completed work but has not yet completed the project(s) by 09/30/26 the grantee must prove they have vendors under contract to complete the work for this project(s) outlined in Attachment A, in order to receive the remaining awarded funding. If by 03/31/26 the grantee has not begun work on awarded projects, cannot demonstrate reasonable evidence of completion, and or does not have a vendor under contract to complete the work then BGS reserves the right to recapture the awarded funds.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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 this 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 this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

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 this 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 this 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 12 ("Location of State Data"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

24. 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.

25. 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.

26. 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.

27. Termination:

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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: 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 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 accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D: Other Provisions

1. **Use of Funds:** The Grantee shall use these funds solely for the purpose of this Grant Agreement.
2. **Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
3. **Historical Preservation:** If the grantee's building(s) is on the historical preservation register and needs approval for this project, the grantee has 6 months from the date of the execution of this agreement to get the project approved and all historical objections resolved. If unresolved after 6 months BGS reserves the right to suspend the agreement pending a review with the grantee and VDHP. BGS reserves the right to request information regarding the progress of the historical preservation aspect for this project.
4. **Duplication of Benefits:** The State (BGS) recognizes that there are other grant programs, federal tax credits, or funding mechanisms available to municipalities that cover costs for equipment and measures awarded under this program. Examples may include but are not limited to, the solar photo voltaic Federal Tax Credit (FTC), Department of Libraries Capital Projects Grant, Inflation Reduction Act, etc.
Because applicants may have received funding from these sources other than the Municipal Energy Resilience Implementation Grant, an applicant may experience what is called a "duplication of benefits."
For the Municipal Energy Resilience Implementation Grant program, grantees will be at risk of duplication of benefits if at the end of 2026, if the grantee has invoiced for costs already paid for through another funding mechanism. The State of Vermont, by federal rules, is required to monitor and rectify situations where grantees experience a duplication of benefits. If the grantee experiences a duplication of benefits, you may be required to pay back a portion or all the grant received. The Department may use information from future tax filings to determine whether a duplication of benefits occurred.
Municipalities seeking additional funding are strongly encouraged to consider if additional grant funding may put them at risk of having a duplication of benefits at the end of 2026.
5. **Noncompetitive Bid:** BGS strongly encourages the grantee to use a competitive bid process. If the grantee does not use a competitive bidding process, the grantee will need to provide sole source contract documentation with justification to BGS .

Special Requirements

1. **Americans with Disabilities Act (ADA)** – In accordance with Act 172, municipalities will be required to attest that the facility receiving an implementation grant is ADA compliant or that the municipality will use up to 20% of the grant amount received towards ADA improvements in the facility. A survey may be needed to determine if a building is ADA compliant. Site surveys can be completed using online resources or by a consultant. At their own expense, municipalities may hire their own consultants or utilize a consultant under retainer contract through the [BGS Office of Purchasing and Contracting](#).
2. **High Speed Internet**- Act 172 requires that all municipalities that receive services or funding from the Program attest that the covered municipality has access to high-speed Internet as defined in the State’s Telecommunication Plan set forth in 30 V.S.A. § 202c or that a plan is in place by the end of 2024 to ensure access to high-speed Internet. **Note: Membership in a state recognized Communications Union District (CUD) qualifies the municipality as having met this requirement.**



**INVITATION TO PARTICIPATE IN VTRANS
BETTER ROADS, CATEGORY A - ROAD EROSION INVENTORY GRANTS**

Applications will only be accepted between

August 1st and December 31st, 2024

First-come, First-served until available funding has been exhausted.

TO: Vermont Municipal Officials
FROM: Ross Gouin – VTrans Municipal Roads- Better Roads Program Manager
RE: Letter of Intent to Accept a Municipal Roads Better Roads Category A- Road Erosion Inventory Grant

The Vermont Agency of Transportation (VTrans) invites your municipality to participate in the Municipal Roads, Better Roads Category A- Road Erosion Inventory (REI) Grant for State Fiscal Year 2025 (SFY25). This program provides funding for municipalities to complete REI reassessments in compliance with the Vermont Department of Environmental Conservation (DEC) Municipal Roads General Permit (MRGP).¹

VTrans anticipates receiving approximately \$1 million dollars in funding to support REI updates under this program and intends to provide grant funds to eligible Vermont municipalities that agree to the terms (see attached participation Letter of Intent). Letters of Intent will be accepted starting **August 1, 2024 until December 31, 2024 and grants will be awarded on a first-come-first-served basis until the available funds are exhausted.**

VTrans will offer funding to eligible municipalities to conduct REI's on hydrologically connected road segments that currently do not meet standards.² A municipality's funding award depends upon:

- Awards are contingent upon Municipalities being compliant with MRGP requirements at the time of award.
- The number of hydrologically connected road segments; and
- Grants will be awarded as they are received, until available funds are exhausted, **Refer to the attached VTrans SFY25 Better Roads Cat A Road Erosion Inventory Grant Eligibility, for the eligible amount funding limit. Municipalities that have already completed their MRGP re-assessment are ineligible.**

Better Roads Category A awards will be made available through VTrans. Municipalities will submit reimbursement requests for work completed directly to VTrans and VTrans will reimburse up to 80% of the municipality's documented inventory expenses, including in-kind work, for Road Erosion Inventories (REI's) of hydrologically connected road segments in accordance with the MRGP permit dated January 26, 2023.

Participating municipalities agree to:

- Conduct Road Erosion Inventory Re-assessments on hydrologically connected road segments in accordance with the requirements of the current Municipal Roads General Permit.
- Complete the REI by October 31, 2027.
- Submit proof of the completed REI and request reimbursement no later than 90 calendar days after the end date of the period of performance.
- Document project costs using VTrans Invoicing Format and provide a minimum of 20% local match (cash or in-kind) for eligible work. Invoicing form will be available here: <https://vtrans.vermont.gov/highway/better-roads>.
- Required local match can include in-kind contributions such as municipal staff time for conducting the REI assessment and reports.

¹ MRGP available at: <http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/municipal-roads-program>.

² Hydrologically connected roads are those that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands) as defined by the MRGP.



LETTER OF INTENT TO PARTICIPATE IN THE SFY25 MUNICIPAL ROADS BETTER ROADS CATEGORY A GRANT- ROAD EROSION INVENTORY

We, the Legislative Body of the Municipality of _____ certify that
the municipality will:

- Conduct a Complete Road Erosion Inventory Reassessment on all hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands) as required in the Municipal Roads General Permit dated effective January 26, 2023. <https://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/municipal-roads-program>
- Refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically connected* municipal roads in Vermont. This map layer is available at: <https://anrmaps.vermont.gov/websites/anra5/>
- The DEC-developed app is available free of charge for municipalities and those organizations working on their behalf. When using the DEC REI app, REI results can automatically populate the MRGP Implementation Table, a major requirement of the MRGP permit. Please visit <http://vtanr.maps.arcgis.com/home/item.html?id=fe11c5ffd0d04eeca968115d84daf90> for details.
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as municipal staff time and other costs directly related to the REI as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Complete all inventory updates in the MRGP portal/app by October 31, 2027 and request reimbursement no later than 90 calendar days after the end date of the period of performance.

_____ Date: _____
(Duly Authorized Representatives)

Municipality: _____

Primary Contact Name (See note below): _____

Address: _____
Street Address *Town* *Zip*

Email: _____ Phone: _____

Town Clerk (2nd contact): _____ Email: _____

Unique Entity Identifier (SAM #): _____ Fiscal Year End Month (MM): _____

Note: Primary Contact is responsible for grant execution on Town's behalf. Secondary Contact must be Town Clerk.

This form must be submitted via email to indicate participation and will be accepted between August 1 and December 31, 2024. Grants will be awarded as received, if eligible, on a first-come, first-served basis, until available funds are exhausted.

Return signed Letter of Intent to: Better Roads, c/o VTrans Municipal Assistance Program, via email: betterroads@vermont.gov

This is a letter of intention to participate only. THIS IS NOT A GRANT, CONTRACT or AGREEMENT.

REQUEST FOR QUALIFICATIONS

BUILDING MOVING SERVICES

Town of Johnson, VT

CALENDAR OF EVENTS / RFQ TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the TOWN OF JOHNSON. If the TOWN OF JOHNSON finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFQ	November 15, 2024
Last Day for Questions	December 4 th , 2024
Addendums Posted (If Necessary)	
Submission Deadline	November 29 th , 2024 (12:00 p.m.) Via Email, in-person, or USPS Must be in hand
Selection Committee Meeting	TBD
Vendor Presentations (If Necessary)	November 21 st , 2024 10am
Award and Enter into Contract Negotiations	December 2 nd , 2024

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR QUALIFICATIONS

Sealed qualifications will be received by the TOWN OF JOHNSON at the municipal Offices located at 298 Lower Main Street, Johnson, VT until 12:00 pm on November 29th, 2024. Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- Submissions by FAX will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace qualifications at any time until the deadline for submission of qualifications.
- All questions received by November 29th, 2024 until 12:00pm will be considered. Questions will not be answered over the phone. Questions regarding the RFQ process must be in writing and emailed to tojadministrator@townofjohnson.com
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Thomas Galinat for questions relating to this project. Anyone attempting to lobby TOWN OF JOHNSON representatives may be disqualified. The Selection Committee Members shall be Library Director, Library Trustee Chair, Delegated Selectboard member, and Town Administrator.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR THE TOWN OF JOHNSON'S WEBSITE, townofjohnson.com, FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

QUALIFICATION DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Qualification Package or alternate RFQ submitted:

- ☒ One (1) original complete packet or one (1) electronic single PDF version
- ☒ RFQ Cover Page. This is to be used as the first page of the RFQ. This form must be fully completed and signed by an authorized officer of the vendor.
- ☒ Tab A – Statement of Interest
- ☒ Tab B – Form 1 – Company Profile
- ☒ Tab C – Team Composition
- ☒ Tab D – Form 2 – Outside Key Consultants
- ☒ Tab E – Form 3 – Location
- ☒ Tab F – Form 4 – Illustrative Work

- ☒ Tab G – References
- ☒ Tab H – Additional Information

- ☒ Tab I – Additional Required Documents
 - Proposer's Certification / Addenda Acknowledgement Form
 - Qualification Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFQ form.
 - Hold Harmless Agreement
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Qualifications Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Qualification or alternate qualification, in the amounts as prescribed by the Town.

PART 2 - INTRODUCTION

PURPOSE

The TOWN OF JOHNSON, Vermont ("the TOWN") is interested in selecting a Building Moving Company that can provide the required services to relocate the Johnson Public Library from its current address of 7 Library Street, Johnson, Vermont to the new address of 73 School Street, Johnson, Vermont. The Town requests that qualified firms submit letters of interest and qualifications for consideration in the selection of an architectural firm. The Town may select, or not select, at their sole discretion, any firm that the Town feels will best address their needs.

SELECTION PROCESS

1. Request for Qualifications (RFQ). Selection will be based on the criteria as defined within this Request for Qualifications. The TOWN has the absolute ability to select the firm(s) strictly based on the response to this RFQ. However, review of responses by TOWN may result in a short-list of firms to be interviewed.
2. After interviews (if required), candidates will be ranked, with the highest ranked firm(s) selected to enter into contract negotiations.

QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective firms must submit a complete response as required by the RFQ checklist of items found in Part 1. Firm must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFQ.

GENERAL SELECTION CRITERIA

The TOWN's intent is to minimize the cost to firms who are responding to this request for qualifications, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused qualifications that document your firm's suitability for this Project and understanding of the Project and TOWN. Experience must be described by each firm if there are multiple firms proposed as one team.

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the qualifications will be based upon the capabilities of the respondents and will result in an award that is in the best interest of the TOWN. Factors to be considered in the evaluation include:

- Capability of the proposer to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.
- Responses from a minimum of five references.
- Composition, qualifications, and diversity of the skillset of the project team for the services required by the RFQ.

ADDITIONAL CONDITIONS

- The TOWN reserves the right to reject any or all Qualifications received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of qualifications by the TOWN, the qualifications shall become the property of the TOWN without compensation to the proponent, for disposition or usage by the TOWN at its discretion. Once submitted to the TOWN, all documents will be public after the opening of the sealed responses.

- Costs to Prepare Responses: The TOWN assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these qualifications.
- Equal Employment Opportunity: During the performance of this Contract, the Firm agrees as follows: The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF QUALIFICATIONS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONSULTANT will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the TOWN OF JOHNSON in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the RFQ/Contract Documents. Any questions or request for interpretation received IN WRITING by TOWN OF JOHNSON before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFQ opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Qualification Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her RFQ package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before the established RFQ scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF QUALIFICATION

Signature of the Vendor: The Vendor must sign the Qualification forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his authority to sign the RFQ forms must be submitted. The Vendor shall state in the Qualification Form the name and address of each person interested therein.

TAX EXEMPT STATUS

The TOWN OF JOHNSON is a governmental agency under Vermont law and exempt from Vermont sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The TOWN OF JOHNSON actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Consultant must be able to verify an employee's eligibility to work in the U.S. upon demand by the TOWN OF JOHNSON throughout the duration of the contract.

TOWN OF JOHNSON

The TOWN OF JOHNSON is a unit of local government and as such reserves the right to reject any and/or all RFQ packages, reserves the right to waive any informalities or irregularities in the RFQ or examination process, and reserves the right to award the RFQ and/or contracts in the best interest of the TOWN OF JOHNSON.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

RIGHT TO AUDIT RECORDS

The TOWN OF JOHNSON shall be entitled to audit the books and records of the Consultant or any sub-Consultant to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Consultant for a period of three (7) years from the date of final payment under the Agreement and by the sub-Consultant for a period of three (7) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for a fixed term or with no time limitation except that the contract must provide a termination clause unless otherwise indicated.

PART 3 SCOPE OF SERVICES

OBJECTIVE and Scope of Work

Overview

TOWN OF JOHNSON is seeking qualified Building Movers to provide the required services to move our historic 1907 brick library from 7 Library Street in Johnson, Vermont to 73 School Street in Johnson, Vermont, a distance of about 0.5 miles. This project will require working with a general contractor, local utilities, local authorities, municipal officials, local highway department, and the Vermont Agency of Transportation.

The Building

The building is approximately 40'x40' in width and length. The height to be moved is 25'. The approximate weight of 80+ tons (calculated from a best guess, this number should be for bidding purposes only). The building is 2x4 wood construction with a single course of brick veneer. The walls are filled with a combination of spray foam and blown in insulation. The attic contains blown in insulation. The hip roof is covered with slate. There is a fireplace in the main section measuring approximately 4'x8' in width and depth. The building sits on a faced up stone foundation. There is an arched ceiling in the main section which is approximately 25'x40' in length and width. There is an addition with a weight bearing wall separating the addition from the main section. The addition is approximately 15'x40' in length and width.

The Move

The route for relocating the building starts on 7 Library Street. The front of the building has frontage on Railroad Street where the building will move north along Railroad Street until Route 15. The move will continue east along Route 15 until Pearl Street. The building will then move north along Pearl Street, over the Pearl Street bridge to School Street. The building will move east along School Street until George Hill Road. The building will land on the corner of George Hill Road and School Street. The front of the building will face south, and present towards School Street.

The Responsibilities Required by the Mover, this list is suggestive and may not be exhaustive:

- Permitting for State and Local highways and Public and Private Utilities,
- Coordination with the Public and Private Utilities in preparation of and during the move.
- Coordination with the General Contractor for the preparation of the new site and the existing site.
- Coordination with the General Contractor for the preparation of the foundation.
- Coordination with the Vermont Agency of Transportation for Permitting and the Pearl Street Bridge Crossing.
- Coordination and compliance with historic preservation as needed.
- Building preparation for the move.
- Moving the building.
- Landing the building on the new foundation during the move or in place after the move.
- Determining the timing of the new foundation, before the move or in place after the move.
- Coordination with the local utilities to ensure the least amount of disruption to service.
- Coordination with the Agency of Transportation, the local authorities and the Road Foreman to ensure the least amount of disruption to traffic.
- Securing the existing and new site during preparation of, during, and after the move.

Any deviation from the above list will still be considered. To be considered a bid must be provided for the above list. To be considered with deviations, a second bid with those deviations will be considered. To be considered with deviations, those deviations need to be provided with the change in costs for each deviation listed and shown as an increase or a decrease in cost when compared to the above list. This will allow the Town of Johnson to compare all vendors fairly and equally.

The Town of Johnson will provide or furnish the following:

- The new foundation
- Financially responsible for the alteration of public and private utilities required for the move, the Town will not coordinate.
- Lowering chimneys below roof lines prior to the move.
- Site preparation at both locations.
- Site work at existing location after the building is moved.
- Disconnecting water, sewer, and electric at the existing location.

PART 4 EVALUATION AND AWARD

RFQ EVALUATION

This Request for Qualifications includes following all the procedures in this document and sending the sealed RFQ information to the TOWN OF JOHNSON by the due date and time. Once the RFQ's are received, the Selection Committee members will independently review each submittal and score each RFQ based on the evaluation criteria. All RFQ's received in accordance with this Request for Qualifications will be evaluated using the following criteria.

The criteria for selection will be based on the ability to work with the Town of Johnson to provide services within the required timeline. Additional factors to be considered are:

- Ability to work onsite
- Ability to provide moving services for a Historic Brick Building
- Ability to work with local permitting and historic village requirements
- Ability to work with the Agency of Transportation, the General Contractor, Local Utilities, and a dynamic local team.
- Ability to change to scope of work quickly and timely to meet required timelines.
- Ability of to provide photo examples of recent work with historic buildings within the last 5 years.

The Town encourages proposals from economically disadvantaged businesses enterprises and consultants shall comply with all federal funding requirements. The Town reserves the right to reject any and all submittals and to make a consultant selection based on the needs and requirements of the Town and may select the consultant that it feels will provide the best value to the Town.

PROCEDURE REQUIREMENTS

Qualification submittals will be reviewed and ranked by the Town's Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Qualifications. The Committee will recommend its ranking of the top firm to the Town Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. The TOWN OF JOHNSON reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONSULTANT PERSONNEL

In submitting a qualifications package, the Respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the TOWN OF JOHNSON, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written TOWN OF JOHNSON approval. In the event the requested substitute person is not satisfactory to the TOWN OF JOHNSON and the matter cannot be resolved to the satisfaction of the TOWN OF JOHNSON, the TOWN OF JOHNSON reserves the right to cancel the contract for cause.

NEGOTIATION

The TOWN OF JOHNSON reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The TOWN OF JOHNSON reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the TOWN OF JOHNSON.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the TOWN OF JOHNSON, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any Town employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.

AWARD

It is understood that the TOWN OF JOHNSON is not obligated to make an award under or as a result of this RFQ or to award such contract. The TOWN OF JOHNSON reserves the right to award such contract, if any, to the best qualified Respondent(s).

The TOWN OF JOHNSON has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all qualifications packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the TOWN OF JOHNSON's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the TOWN OF JOHNSON, the "Standard Insurance Requirements" described herein. Consultants responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the TOWN OF JOHNSON, a COI will be required. Work is defined as any service provided to the TOWN OF JOHNSON by a vendor/Consultant who must access Town property in order to provide the service(s). The requirements contained herein, as well as the Town's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this contract.

Commercial General Liability Insurance The Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$4,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$2,000,000** each occurrence and **\$4,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Umbrella or Excess Liability Insurance (needed for large contracts) The Consultant shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$4,000,000** aggregate. The Consultant shall endorse the TOWN OF JOHNSON as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the TOWN OF JOHNSON is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Consultant shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Consultant shall endorse the TOWN OF JOHNSON as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Consultant shall endorse the TOWN OF JOHNSON as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNS, Lessees, or Contractors, or CG2026 Additional Insured – TOWNS, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Consultant shall endorse the TOWN OF JOHNSON as an Additional Insured under the Consultant's Commercial Umbrella/Excess Liability as required herein.

Indemnification The consultant shall indemnify and hold harmless the TOWN OF JOHNSON and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the consultant. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Consultant shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the TOWN OF JOHNSON, the Consultant shall, when requested by the TOWN OF JOHNSON, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Consultant shall provide a Waiver of Subrogation in favor of the TOWN OF JOHNSON, Consultant, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Consultant enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The TOWN OF JOHNSON reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the TOWN OF JOHNSON reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the TOWN OF JOHNSON shall provide the Consultant written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the TOWN OF JOHNSON, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Consultant shall provide the TOWN OF JOHNSON with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the TOWN OF JOHNSON is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Consultant agrees to furnish the TOWN OF JOHNSON prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the TOWN OF JOHNSON, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The TOWN OF JOHNSON shall have the right, but not the obligation, of prohibiting the Consultant from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Consultant agrees the TOWN OF JOHNSON reserves the right to withhold payment to the Consultant until evidence of reinstated or replacement coverage is provided to the TOWN OF JOHNSON. If the Consultant fails to maintain the insurance as set forth herein, the Consultant agrees the TOWN OF JOHNSON shall have the right, but not the obligation, to purchase replacement insurance, and the Consultant agrees to reimburse any premiums or expenses incurred by the TOWN OF JOHNSON.

The Consultant agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the TOWN OF JOHNSON has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNs, Lessees, or Consultants, or CG 2026 Additional Insured – TOWNs, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the TOWN OF JOHNSON is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

TOWN OF JOHNSON
293 Lower Main West
Johnson, VT 05656

The consultant shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the TOWN. At the option of the TOWN, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Vermont.

The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the TOWN of any insurance supplied by the Consultant, nor a failure to disapprove that insurance, shall relieve the Consultant of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - QUALIFICATION DOCUMENTS

ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that Respondent follow the format and instructions contained herein. The TOWN OF JOHNSON is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested.

QUALIFICATIONS PACKAGE GUIDELINES

To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the TOWN OF JOHNSON's sole discretion, be rejected.

The TOWN OF JOHNSON EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

QUALIFICATIONS PACKAGE SECTIONS

The Respondent shall organize its qualifications package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the firm's letterhead. The statement of interest shall:

Concisely state the firm's understanding of the services required by the TOWN OF JOHNSON. Include additional relevant information not requested elsewhere in the RFQ. The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab B. FIRM PROFILE: Complete Form 1.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subconsultants and the relationship to the team. Provide resumes for key team members, not to exceed two pages each.

Tab D. OUTSIDE KEY CONSULTANTS List of outside key consultants/associates that will be used for the TOWN OF JOHNSON's project: Complete Form 2.

Tab E. LOCATION: Complete Form 3.

Tab F. ILLUSTRATIVE WORK: Complete Form 4. (Form 4 may be reproduced and attached in sequence.)

Tab G. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFQ. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab H. ADDITIONAL INFORMATION: Provide information describing the Firm's approach to performing the work advertised in the RFQ. Provide information describing project management techniques, scheduling and construction cost control policies and procedures and quality assurance and quality control measures that will be provided by the firm to ensure that work completed for the Town is of the highest quality. Provide information demonstrating an understanding of the needs of the TOWN OF JOHNSON. Provide information on innovative designs and approaches that will benefit the Town.

Tab I. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFQ, listed within the Qualification Documents Checklist of Items Required to be submitted.

RFQ COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (FEIN):

License Number (If Applicable): Name of

Contact Person:

Title:

E-Mail Address:

Mailing Address:

Street Address (if different):

Town, State, Zip:

Telephone:

Fax:

Organizational Structure – Please Check One:

Corporation **Partnership** **Proprietorship** **Joint Venture** **Other**

If Corporation:

Date of Incorporation:

State of Incorporation:

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: _____

Signature: _____

Title: _____

Phone: _____

This document must be completed and returned with your Submittal.

PROPOSER'S CERTIFICATION

Submit To: TOWN OF JOHNSON 293 Lower Main Street West Johnson, Vermont 05656		TOWN OF JOHNSON REQUEST FOR QUALIFICATON (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:	DUE TIME:	RFQ # LIB Move		
TITLE: Building Moving Services				
VENDOR NAME:		PHONE NUMBER:		
VENDOR MAILING ADDRESS:		FAX NUMBER:		
TOWN/STATE/ZIP:		E-MAIL ADDRESS:		
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for TOWN OF JOHNSON, respondent agrees that if this RFQ is accepted, the respondent will convey, sell, assign, or transfer to the TOWN OF JOHNSON all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the TOWN. At the TOWN OF JOHNSON discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____		_____		_____
Authorized Agent Name, Title (Print)		Authorized Signature		Date
<i>This form must be completed and returned with your Submittal</i>				

QUALIFICATIONS FORM FOR TOWN OF JOHNSON



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the TOWN OF JOHNSON to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFQ and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFQ Number

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Consultant agrees to hold the TOWN OF JOHNSON harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Consultant.

The Consultant shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the Town representative requesting the service.

By signature upon this form the Consultant stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Consultant-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

ILLUSTRATIVE WORK

Work by firm best illustrates current qualifications relevant to the RFQ that have been/is being accomplished by personnel that shall be assigned to the Town. List no more than ten (10) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
Consultant Fees (In Thousands)		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which firm was/is responsible: \$	
<u>Scope of Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the Town's Project</u>		

CONTRACT
SAMPLE PROFESSIONAL SERVICES AGREEMENT

(Sample agreement only. The TOWN reserves the right to alter this agreement based on final RFQ results and/or any negotiations with proposed Firm.)

THIS AGREEMENT is made this _____ day of _____, 2024, by and between TOWN OF JOHNSON (hereafter referred to as "Town"), whose address is 293 Lower Main East, Johnson Vermont, and _____ (hereafter referred to as "Consultant"), whose address is _____.

RECITALS

WHEREAS, the Town has need of professional services for Architectural Services and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # LIB Move – Request for Qualifications for Building Moving Services Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Town will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the Town prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Architectural Services Consultant, and will work with the Town to provide said services in accordance with the scope of services outlined in RFQ # LIB Move.
3. The term of this Agreement shall commence on _____ and continue in full force through Project Completion, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

5. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Town pursuant to this Agreement are and remain the property of the Town as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Town upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Town shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ #LIB Move, naming the Town as an additional insured in each such policy.
- e. Upon Consultant's written request, the Town will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Town mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- f. The Town and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Town nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

6. Should any other professional services be called for by the Town which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Town on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

7. The Contract Documents, which comprise the entire Contract between Town and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

8. The Consultant agrees to indemnify and hold harmless the TOWN OF JOHNSON, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Consultant.

9. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Town and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Town, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Town and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Town.

10. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

11. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

12. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

13. Consultant shall immediately notify Town in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Town.

14. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

15. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE TOWN

FOR THE CONSULTANT

Name:

Name: _____

Address:

Address: _____

Title:

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

TOWN OF JOHNSON

By: _____

Date Signed: _____

ATTEST:

Consultant

By: _____

Date Signed: _____

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL CONTINUING PROFESSIONAL SERVICES

Town of Johnson, VT

CALENDAR OF EVENTS / RFQ TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the TOWN OF JOHNSON. If the TOWN OF JOHNSON finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFQ	November 15, 2024
Last Day for Questions	December 4 th , 2024
Addendums Posted (If Necessary)	
Submission Deadline	November 29 th , 2024 (12:00 p.m.) Via Email, in-person, or USPS Must be in hand
Selection Committee Meeting	TBD
Vendor Presentations (If Necessary)	November 21 st , 2024 10am
Award and Enter into Contract Negotiations	December 2 nd , 2024

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR QUALIFICATIONS

Sealed qualifications will be received by the TOWN OF JOHNSON at the municipal Offices located at 298 Lower Main Street, Johnson, VT until 12:00 pm on November 29th, 2024. Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- Submissions by FAX will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace qualifications at any time until the deadline for submission of qualifications.
- All questions received by November 29th, 2024 until 12:00pm will be considered. Questions will not be answered over the phone. Questions regarding the RFQ process must be in writing and emailed to tojadministrator@townofjohnson.com
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Thomas Galinat for questions relating to this project. Anyone attempting to lobby TOWN OF JOHNSON representatives may be disqualified. The Selection Committee Members shall be Library Director, Library Trustee Chair, Delegated Selectboard member, and Town Administrator.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR THE TOWN OF JOHNSON'S WEBSITE, townofjohnson.com, FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

QUALIFICATION DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Qualification Package or alternate RFQ submitted:

- ❑ One (1) original complete packet or one (1) electronic single PDF version
- ❑ RFQ Cover Page. This is to be used as the first page of the RFQ. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Tab A – Statement of Interest
- ❑ Tab B – Form 1 – Firm Profile
- ❑ Tab C – Team Composition and Resumes
- ❑ Tab D – Form 2 – Outside Key Consultants
- ❑ Tab E – Form 3 – Location
- ❑ Tab F – Form 4 – Illustrative Work

- ❑ Tab G – References
- ❑ Tab H – Additional Information

- ❑ Tab I – Additional Required Documents
 - Proposer's Certification / Addenda Acknowledgement Form
 - Qualification Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFQ form.
 - Hold Harmless Agreement
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Qualifications Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Qualification or alternate qualification, in the amounts as prescribed by the Town.

PART 2 - INTRODUCTION

PURPOSE

The TOWN OF JOHNSON, Vermont ("the TOWN") is interested in selecting an Architectural Firm/s that can provide the required services to design the structure, interior, and exterior of the relocated Johnson Public Library with a porch and addition. This RFQ does limit the involvement of the firm to a single project for utilization of all TOWN projects "as needed". The Town requests that qualified firms submit letters of interest and qualifications for consideration in the selection of an architectural firm. The Town may select, or not select, at their sole discretion, any firm that the Town feels will best address their needs.

SELECTION PROCESS

1. Request for Qualifications (RFQ). Selection will be based on the criteria as defined within this Request for Qualifications. The TOWN has the absolute ability to select the firm(s) strictly based on the response to this RFQ. However, review of responses by TOWN may result in a short-list of firms to be interviewed.
2. After interviews (if required), candidates will be ranked, with the highest ranked firm(s) selected to enter into contract negotiations.

QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective firms must submit a complete response as required by the RFQ checklist of items found in Part 1. Firm must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFQ.

GENERAL SELECTION CRITERIA

The TOWN's intent is to minimize the cost to firms who are responding to this request for qualifications, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused qualifications that document your firm's suitability for this Project and understanding of the Project and TOWN. Experience must be described by each firm if there are multiple firms proposed as one team.

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the qualifications will be based upon the capabilities of the respondents and will result in an award that is in the best interest of the TOWN. Factors to be considered in the evaluation include:

- Capability of the proposer to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.
- Responses from a minimum of five references.
- Composition, qualifications, and diversity of the skillset of the project team for the services required by the RFQ.

ADDITIONAL CONDITIONS

- The TOWN reserves the right to reject any or all Qualifications received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of qualifications by the TOWN, the qualifications shall become the property of the TOWN without compensation to the proponent, for disposition or usage by the TOWN at its discretion. Once submitted to the TOWN, all documents will be public after the opening of the sealed responses.

- **Costs to Prepare Responses:** The TOWN assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these qualifications.
- **Equal Employment Opportunity:** During the performance of this Contract, the Firm agrees as follows: The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF QUALIFICATIONS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONSULTANT will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the TOWN OF JOHNSON in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the RFQ/Contract Documents. Any questions or request for interpretation received IN WRITING by TOWN OF JOHNSON before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFQ opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Qualification Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her RFQ package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before the established RFQ scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF QUALIFICATION

Signature of the Vendor: The Vendor must sign the Qualification forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his authority to sign the RFQ forms must be submitted. The Vendor shall state in the Qualification Form the name and address of each person interested therein.

TAX EXEMPT STATUS

The TOWN OF JOHNSON is a governmental agency under Vermont law and exempt from Vermont sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The TOWN OF JOHNSON actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Consultant must be able to verify an employee's eligibility to work in the U.S. upon demand by the TOWN OF JOHNSON throughout the duration of the contract.

TOWN OF JOHNSON

The TOWN OF JOHNSON is a unit of local government and as such reserves the right to reject any and/or all RFQ packages, reserves the right to waive any informalities or irregularities in the RFQ or examination process, and reserves the right to award the RFQ and/or contracts in the best interest of the TOWN OF JOHNSON.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

RIGHT TO AUDIT RECORDS

The TOWN OF JOHNSON shall be entitled to audit the books and records of the Consultant or any sub-Consultant to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Consultant for a period of three (7) years from the date of final payment under the Agreement and by the sub-Consultant for a period of three (7) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for a fixed term or with no time limitation except that the contract must provide a termination clause unless otherwise indicated.

PART 3 SCOPE OF SERVICES

OBJECTIVE

TOWN OF JOHNSON is seeking qualified consultants (Design Professionals) to provide professional architectural services on an ongoing basis. Assignments could include work associated with the Relocation of the Johnson Public Library or various operating and maintenance issues as minor projects arise related to Town facilities. Architectural Services could include, but not be limited to:

- Design and preparation of construction documents
- Feasibility studies and site master planning
- Building assessments
- Programming studies and reports
- Design and preparation of construction documents
- Permitting
- Bid development and procurement
- Specifications and construction phase services for both new and renovation type construction.
- Utility coordination
- Opinions of probable cost

Other services could be included in various assignments and would be provided by sub-consultants engaged by the Design Professional on an individual project basis. These additional services may include:

- Civil
- Structural
- Plumbing
- Mechanical
- Electrical
- Environmental
- Geotechnical
- Acoustical
- Security
- Landscape architecture
- Building envelope waterproofing/roofing,

The successful firm shall provide the services included above but not limited to the same. Other services may be requested during the course of the contract.

SCOPE OF WORK

The firm shall function as an extension of Town's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the contract. The Town, at its option, may elect to expand, reduce, or delete the extent of each work element.

Work to be performed by the firm shall be on an assignment-by-assignment basis. Work assignments shall be made by the Selectboard or Town Administration. Prior to any work assignments being made, based on mutual discussions between the Town and the firm, the firm shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assigned by the Town shall be in writing. The firm shall perform no work under the contract without written authorization. The firm shall not be compensated for any work performed without written authorization.

The resulting "continuing contract" shall provide for issuance of Individual Project Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

PART 4 EVALUATION AND AWARD

RFQ EVALUATION

This Request for Qualifications includes following all the procedures in this document and sending the sealed RFQ information to the TOWN OF JOHNSON by the due date and time. Once the RFQ's are received, the Selection Committee members will independently review each submittal and score each RFQ based on the evaluation criteria. All RFQ's received in accordance with this Request for Qualifications will be evaluated using the following criteria.

The criteria for selection will be based on the ability to work with the Town of Johnson to provide services within the required timeline. Additional factors to be considered are:

- Ability to work onsite
- Ability to provide structural engineering in house or via a reputable sub-contractor
- Ability to work with local permitting and historic village requirements
- Ability to work with a General Contractor, Building Movers, and a dynamic local team.
- Ability to change to scope of work quickly and timely to meet required timelines.
- Ability of to provide photo examples of recent work with historic buildings within the last 5 years.

The Town encourages proposals from economically disadvantaged businesses enterprises and consultants shall comply with all federal funding requirements. The Town reserves the right to reject any and all submittals and to make a consultant selection based on the needs and requirements of the Town and may select the consultant that it feels will provide the best value to the Town.

PROCEDURE REQUIREMENTS

Qualification submittals will be reviewed and ranked by the Town's Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Qualifications. The Committee will recommend its ranking of the top firm to the Town Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. The TOWN OF JOHNSON reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONSULTANT PERSONNEL

In submitting a qualifications package, the Respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the TOWN OF JOHNSON, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written TOWN OF JOHNSON approval. In the event the requested substitute person is not satisfactory to the TOWN OF JOHNSON and the matter cannot be resolved to the satisfaction of the TOWN OF JOHNSON, the TOWN OF JOHNSON reserves the right to cancel the contract for cause.

NEGOTIATION

The TOWN OF JOHNSON reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The TOWN OF JOHNSON reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the TOWN OF JOHNSON.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the TOWN OF JOHNSON, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any Town employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.

AWARD

It is understood that the TOWN OF JOHNSON is not obligated to make an award under or as a result of this RFQ or to award such contract. The TOWN OF JOHNSON reserves the right to award such contract, if any, to the best qualified Respondent(s).

The TOWN OF JOHNSON has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all qualifications packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the TOWN OF JOHNSON's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the TOWN OF JOHNSON, the "Standard Insurance Requirements" described herein. Consultants responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the TOWN OF JOHNSON, a COI will be required. Work is defined as any service provided to the TOWN OF JOHNSON by a vendor/Consultant who must access Town property in order to provide the service(s). The requirements contained herein, as well as the Town's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this contract.

Commercial General Liability Insurance The Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Umbrella or Excess Liability Insurance (needed for large contracts) The Consultant shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Consultant shall endorse the TOWN OF JOHNSON as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the TOWN OF JOHNSON is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Consultant shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Consultant shall endorse the TOWN OF JOHNSON as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Consultant shall endorse the TOWN OF JOHNSON as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNS, Lessees, or Contractors, or CG2026 Additional Insured – TOWNS, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Consultant shall endorse the TOWN OF JOHNSON as an Additional Insured under the Consultant's Commercial Umbrella/Excess Liability as required herein.

Indemnification The consultant shall indemnify and hold harmless the TOWN OF JOHNSON and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the consultant. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Consultant shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the TOWN OF JOHNSON, the Consultant shall, when requested by the TOWN OF JOHNSON, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Consultant shall provide a Waiver of Subrogation in favor of the TOWN OF JOHNSON, Consultant, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Consultant enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The TOWN OF JOHNSON reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the TOWN OF JOHNSON reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the TOWN OF JOHNSON shall provide the Consultant written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the TOWN OF JOHNSON, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Consultant shall provide the TOWN OF JOHNSON with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the TOWN OF JOHNSON is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Consultant agrees to furnish the TOWN OF JOHNSON prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the TOWN OF JOHNSON, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The TOWN OF JOHNSON shall have the right, but not the obligation, of prohibiting the Consultant from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Consultant agrees the TOWN OF JOHNSON reserves the right to withhold payment to the Consultant until evidence of reinstated or replacement coverage is provided to the TOWN OF JOHNSON. If the Consultant fails to maintain the insurance as set forth herein, the Consultant agrees the TOWN OF JOHNSON shall have the right, but not the obligation, to purchase replacement insurance, and the Consultant agrees to reimburse any premiums or expenses incurred by the TOWN OF JOHNSON.

The Consultant agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the TOWN OF JOHNSON has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNS, Lessees, or Consultants, or CG 2026 Additional Insured – TOWNS, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the TOWN OF JOHNSON is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

TOWN OF JOHNSON
293 Lower Main West
Johnson, VT 05656

The consultant shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the TOWN. At the option of the TOWN, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Vermont.

The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the TOWN of any insurance supplied by the Consultant, nor a failure to disapprove that insurance, shall relieve the Consultant of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - QUALIFICATION DOCUMENTS

ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that Respondent follow the format and instructions contained herein. The TOWN OF JOHNSON is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested.

QUALIFICATIONS PACKAGE GUIDELINES

To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the TOWN OF JOHNSON's sole discretion, be rejected.

The TOWN OF JOHNSON EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

QUALIFICATIONS PACKAGE SECTIONS

The Respondent shall organize its qualifications package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the firm's letterhead. The statement of interest shall:

Concisely state the firm's understanding of the services required by the TOWN OF JOHNSON. Include additional relevant information not requested elsewhere in the RFQ. The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab B. COMPANY PROFILE: Complete Form 1.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subconsultants and the relationship to the team. Provide resumes for key team members, not to exceed two pages each.

Tab D. OUTSIDE KEY CONSULTANTS List of outside key consultants/associates that will be used for the TOWN OF JOHNSON's project: Complete Form 2.

Tab E. LOCATION: Complete Form 3.

Tab F. ILLUSTRATIVE WORK: Complete Form 4. (Form 4 may be reproduced and attached in sequence.)

Tab G. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFQ. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab H. ADDITIONAL INFORMATION: Provide information describing the Firm's approach to performing the work advertised in the RFQ. Provide information describing project management techniques, scheduling and construction cost control policies and procedures and quality assurance and quality control measures that will be provided by the firm to ensure that work completed for the Town is of the highest quality. Provide information demonstrating an understanding of the needs of the TOWN OF JOHNSON. Provide information on innovative designs and approaches that will benefit the Town.

Tab I. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFQ, listed within the Qualification Documents Checklist of Items Required to be submitted.

RFQ COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (FEIN):

License Number (If Applicable): Name of

Contact Person:

Title:

E-Mail Address:

Mailing Address:

Street Address (if different):

Town, State, Zip:

Telephone:

Fax:

Organizational Structure – Please Check One:

Corporation **Partnership** **Proprietorship** **Joint Venture** **Other**

If Corporation:

Date of Incorporation:

State of Incorporation:

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: _____

Signature: _____

Title: _____

Phone: _____

This document must be completed and returned with your Submittal.

PROPOSER'S CERTIFICATION

Submit To: TOWN OF JOHNSON 293 Lower Main Street West Johnson, Vermont 05656		TOWN OF JOHNSON REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:	DUE TIME:	RFQ # LIB		
TITLE: Architectural Services				
VENDOR NAME:		PHONE NUMBER:		
VENDOR MAILING ADDRESS:		FAX NUMBER:		
TOWN/STATE/ZIP:		E-MAIL ADDRESS:		
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for TOWN OF JOHNSON, respondent agrees that if this RFQ is accepted, the respondent will convey, sell, assign, or transfer to the TOWN OF JOHNSON all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the TOWN. At the TOWN OF JOHNSON discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____		_____	_____	
Authorized Agent Name, Title (Print)		Authorized Signature	Date	
<i>This form must be completed and returned with your Submittal</i>				

QUALIFICATIONS FORM FOR TOWN OF JOHNSON



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the TOWN OF JOHNSON to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFQ and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFQ Number

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Consultant agrees to hold the TOWN OF JOHNSON harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Consultant.

The Consultant shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the Town representative requesting the service.

By signature upon this form the Consultant stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Consultant-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

ILLUSTRATIVE WORK

Work by firm best illustrates current qualifications relevant to the RFQ that have been/is being accomplished by personnel that shall be assigned to the Town. List no more than ten (10) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
Consultant Fees (In Thousands)		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which firm was/is responsible: \$	
<u>Scope of Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the Town's Project</u>		

CONTRACT
SAMPLE PROFESSIONAL SERVICES AGREEMENT

(Sample agreement only. The TOWN reserves the right to alter this agreement based on final RFQ results and/or any negotiations with proposed Firm.)

THIS AGREEMENT is made this _____ day of _____, 2024, by and between TOWN OF JOHNSON (hereafter referred to as "Town"), whose address is 293 Lower Main East, Johnson Vermont, and _____ (hereafter referred to as "Consultant"), whose address is _____.

RECITALS

WHEREAS, the Town has need of professional services for Architectural Services and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # LIB – Request for Qualifications for Architectural Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Town will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the Town prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Architectural Services Consultant, and will work with the Town to provide said services in accordance with the scope of services outlined in RFQ # LIB.
3. The term of this Agreement shall commence on _____ and continue in full force through Project Completion, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

5. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Town pursuant to this Agreement are and remain the property of the Town as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Town upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Town shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ #LIB, naming the Town as an additional insured in each such policy.
- e. Upon Consultant's written request, the Town will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Town mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- f. The Town and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Town nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

6. Should any other professional services be called for by the Town which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Town on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

7. The Contract Documents, which comprise the entire Contract between Town and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

8. The Consultant agrees to indemnify and hold harmless the TOWN OF JOHNSON, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Consultant.

9. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Town and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Town, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Town and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Town.

10. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

11. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

12. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

13. Consultant shall immediately notify Town in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Town.

14. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

15. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE TOWN

FOR THE CONSULTANT

Name:

Name: _____

Address:

Address: _____

Title:

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

TOWN OF JOHNSON

By: _____

Date Signed: _____

ATTEST:

Consultant

By: _____

Date Signed: _____