

**AGREEMENT FOR PROJECT MANAGEMENT SERVICES  
BY AND BETWEEN THE TOWN OF HINESBURG AND MARTHA Q. KEENAN**

**RE: HINESBURG STP BIKE (54) – Contract No. CAO326**

THIS AGREEMENT is made this 14<sup>th</sup> day of January, 2013 by and between the **TOWN OF HINESBURG**, hereinafter referred to as the Town, and **MARTHA Q. KEENAN**, hereinafter referred to as MQK.

**1. SCOPE OF WORK**

MQK agrees to act as project manager for the above referenced Hinesburg Village North Sidewalk Project, which is 90% funded with a 2012 Bike/Pedestrian Grant awarded by the Vermont Agency of Transportation, hereinafter referred to as VTTrans. This project consists of constructing a 1100' sidewalk connecting Commerce Street to Riggs Road along the east side of VT Route 116.

**2. SERVICES TO BE PROVIDED BY MQK**

- MQK will act as the Town's Municipal Project Manager (MPM) and protect its interests.
- MQK will assure that all phases of the project are conducted in accordance with federal and state laws and the specific requirements of the Bike/Pedestrian Program.
- MQK will procure design engineering and any other consulting services required to complete the project, with the understanding that the project may require separate engineering contracts for the design and construction phases. MQK procurement responsibilities include preparing requests for proposals and proposal solicitation ads; responding to consultant inquiries; proposal reviews and recommendations to the Town; and contract preparation.
- MQK will attend project initiation meeting, as well as kick-off and progress meetings with the consultants, representatives of the Town, Agency of Transportation staff, and others.
- MQK will facilitate the public participation process, which includes the Project Concerns Meeting and the Public Informational Meeting.
- MQK will coordinate all project activities between the consultant(s), the Agency of Transportation, the Town, the contractors, and other relevant parties.
- MQK will facilitate meetings with Design Consultant and Town at the 30%, 60% and 90% stages of plan development; Town will review and approve plans as project developed.
- MQK will assist the design consultant with the pre-bid grant program procedures.
- MQK will insure that all NEPA requirements have been met, including obtaining the Section 106 write-off prior to letting the project out to bid.
- MQK will prepare the bid opportunity ads.
- MQK will facilitate the pre-bid contractor site visit and advise contractors of program requirements.
- MQK will conduct the public bid opening and assist with the review of bids.
- MQK will help design engineer to prepare the construction contract.
- MQK will facilitate/attend the pre-construction conference.
- MQK will attend the construction progress meetings and the project completion meeting.
- MQK will secure independent testing consultants as needed for the project (THIS IS FOR GRAVEL COMPACTION TESTING, CONCRETE TESTING AND ANYTHING SPECIFIC TO THE BRIDGE-SOIL BORINGS MIGHT BE NEEDED TO SIZE ABUTMENTS)
- ~~MQK will handle review and approve all pay requisitions and forward to Town for payment.~~
- MQK will prepare reimbursement requests to VTTrans and forward to Town for submittal.
- MQK and Town representative(s) will conduct final inspection and prepare a list of any deficiencies in the work that need to be corrected before final payment of the construction contract.

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**3. RESPONSIBILITIES OF THE MUNICIPALITY:**

- The Town will make its financial records available for review by the Vermont Agency of Transportation and the Federal Highway Administration.
- The Town will retain any attorneys that may be required in connection with activities being undertaken as part of the project.
- The Town will approve final selection of consultants involved in the project.
- The Town will make the final design decisions pertaining to the project.
- The Town will be the ultimate authority with regards to construction decisions and change orders.
- The Town will procure any auditors that may be required to account for the expenditure of the grant funds that support the project.
- The Town will maintain the project check book.

**3. CHANGES OR ADDITIONAL WORK**

The scope of this contract may be expanded or lessened by written amendment or modification signed and exchanged by both parties and approved by VTrans. Any other change in the provisions hereof shall be effected only by such an amendment so signed, exchanged and approved.

**4. BEGINNING WORK AND TERMINATION**

This Agreement shall be effective upon signing of both parties, and shall be completed on the closeout of the project.

Except as provided above, either party may terminate this contract by giving a 30-day written notice. Upon receipt of such notice, MQK will conclude any work in progress and shall not commence any new work pursuant to the contract.

In the event of such termination, the parties shall account each to the other to ensure that the ratio of payments is equal to the ratio of grant funds disbursed at the effective date of termination to the value of the entire grant.

**5. PAYMENT \$20,000.00**

MQK will accomplish the above proposed scope of work for the not-to-exceed price of **\$20,000.00** to be invoiced monthly. This estimate is based on approximately 400 hours of staff time, plus mileage. Staff time is billed at ~~a direct rate \$50.00 per hour and mileage at current rate posted by the federal government~~. No other costs are part of this proposal. The Municipality will make payments within 30 days' receipt of an invoice from MQK. (State hourly rate and mileage rate-OR "current rate posted by the federal government")

**6. AUDIT AND INSPECTION**

MQK agrees that it will retain in its files all books, documents, papers, accounting records, and other evidence pertaining to costs incurred for work under this Agreement for a period of at least three (3) years after closeout of the project. It further agrees that The Municipality or authorized representatives of VTrans may have access to these records for purposes of review, pre-audit, and audit during the contract period or anytime within the aforementioned retention period. Copies of these documents shall be furnished if requested.

**7. GENERAL COMPLIANCE WITH LAWS**

MQK shall comply with all federal and state laws, orders and rules regarding equal opportunity, conflict of interest, retention of and access to records, Single Audit Act of 1984 and all other federal and state acts relevant to the administration and management of VTrans grants.

**8. COMPLETION AND ACCEPTANCE**

Upon completion of all services encompassed herein and payment of the agreed upon fee, this Agreement with its mutual obligations shall be terminated.

**9. ENTIRE AGREEMENT**

This contract, along with the VTrans Standard Grant Agreement, embodies the entire agreement and understanding of the parties superseding any other agreements, written or oral, between the Town and MQK concerning the same. This contract may not be changed, waived, discharged or terminated or extended except by written document signed by both parties and approved by the VTrans.

**10. APPLICABLE LAW**

This contract shall be interpreted and enforced in accordance with the laws of the State of Vermont.

IN WITNESS THEREOF, we hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2013

For MQK:

For the Municipality:

\_\_\_\_\_  
Martha Q. Keenan  
Consultant

\_\_\_\_\_  
Jonathan S. Trefry  
Town of Hinesburg Selectboard