



Department of Buildings and Facilities  
Town of Hinesburg  
10632 Rte 116  
Hinesburg, VT 05461  
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hinesburgpw@hinesburg.org  
802.482.2096x229

## Memo

**To:** Selectboard  
**From:** Rocky Martin *Rocky Martin*  
**Date:** December 31, 2013  
**RE:** Enhancement Grant, Sidewalk Project from Charlotte Rd to HCS-Selectboard Mtg 1/6/14  
**CC:** Joe Colangelo, Missy Ross, Joan Holloway

**Short Version:** Recommendation is to sign attached grant agreement.

**Extended Version:** This sidewalk project which we have been referring to as Village Streetscape Project and/or Corridor Improvement Project has been in the works since 2007. Sidewalk will run on the west side of 116 from Charlotte Rd to Silver St and continue on south side of 116 from Silver St to HCS. We applied for and received two grants for this project; a Safe Routes to School Grant funded the design, permitting, right of way acquisition and getting project out to bid-100% State funding no Town match. An Enhancement Grant will fund construction of the project, 80% Fed funds and 20% Town match. When we applied for the Enhancement Grant, construction was estimated to be \$300,000-\$240,000 in Fed funds and \$60,000 in Town funds. Over the years since 2008 we have put a total of \$58,320.53 in a reserve account for this project and now Capital Budget shows \$5,000 per year over 6 years if construction costs are higher. Basically all necessary town funding is secured for this project. Design is complete, all necessary easements have been secured and at this writing construction plans and documents are being finalized with the hope to get project out to bid Jan/Feb 2014 for construction during 2014.

Attached is the actual Enhancement Grant agreement that needs to be signed. I have reviewed the entire document, attached are the 8 pertinent pages. Standard VTrans Agreement—they will fund \$240,000 and Town share is \$60,000; if construction bids come in higher this document will be amended. Standard clauses about how we pay bills for project and submit for reimbursement etc., etc.

**Recommendation:** Authorize Selectboard Chair to sign AOT Standard Grant Agreement #EH0069 (page 2) in the amount of \$300,000 with \$240,000 Federal grant funding and \$60,000 Town funding for construction of the Corridor Improvement Project.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
STANDARD GRANT AGREEMENT

Agreement # EH0069

1. **Parties:** This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called "State"), and the **Town of Hinesburg**, a  local government,  non-profit,  institution of higher learning,  other, with principal place of business at 10632 Route 116, Hinesburg, VT 05461, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant is the advancement of a transportation project known as **Hinesburg STP EH08( )**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$240,000**.
4. **Grant Term:** The period of Subrecipient's performance shall begin upon full execution of this agreement and authorization to proceed from the State and shall end on **August 15, 2015**, or upon completion and acceptance of all work performed under the agreement, whichever occurs first.
5. **Source of Funds:** Federal Highway Administration (FHWA), EA # TBD.  
ARRA funded  Yes  No
6. **CFDA Title:** HIGHWAY PLANNING AND CONSTRUCTION; **CFDA Number:** 20.205; **Federal Granting Agency:** Federal Highway Administration; **Research and Development Grant:** Yes   
No .
7. **Prior Approvals:** If approval by the Attorney General's Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
9. **Cancellation:** This Grant may be cancelled by either party by giving written notice at least 30 days in advance.

10. Attachments: This Grant Agreement consists of 22 pages including the following attachments which are incorporated herein:

- Attachment A – Description of Project and Scope of Work to be Performed by Subrecipient
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants (11/07/2012)
- Attachment D – Other Grant Agreement Provisions
- Attachment E – Special Conditions
- Attachment F – Applicable Standards and Design Criteria
- Attachment G – Personnel Requirements and Conditions
- Attachment H – Required Submittals, State Liaison, Waiver of Standards and Modifications of Design Steps, Plans, Documents and Estimates
- Attachment I – Insurance Certificate
- Attachment J – Federal Funding Accountability and Transparency Act (FFATA) Provisions

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

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
\_\_\_\_Town of Hinesburg\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary of Transportation

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

DATE: 9/24/2013

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT A**  
**DESCRIPTION OF PROJECT AND**  
**SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT**

**1. Project Location and Description.** The Project is described as follows:

<b>Town</b>	<b>Town of Hinesburg</b>
<b>Location</b>	<b>Route 116</b>
<b>Description</b>	<b>Construction of a sidewalk along Route 116 from approximately 250 ft. south of Silver Street to a location approximately 130 ft. south of Charlotte Street.</b>

**2. Subrecipient Assumption of Full Responsibility for the Project.** The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

**3. Commencement of Work.** Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

**4. Local Project Manager (LPM).** All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Local Transportation Facilities Guide document. The Subrecipient will designate a full time employee, member of its legislative body, or other representative, as approved by the State to be the Local Project Manager (LPM) for the Project. The LPM will act on the authority granted by the Subrecipient.

**5. Federal Environmental Documentation: Duties of LPM.** As appropriate, the LPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).

**6. Pre-Construction: Duties of LPM.** Prior to advertising the Project for construction, the LPM will:

(a) The LPM will notify the State in writing 30 days prior to beginning the Right-of-Way phase in order to allow for the funding to be programmed. Review the right-of-way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right-of-way documents to the State. The State will issue the Right-of-Way Clearance Certificate.

(b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.

(c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.

(d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.

(e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.

(f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

(h) The LPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.

**7. Public Meeting.** The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

**8. Project Design.** Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right-of-way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*

Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.

**9. Project Construction.** Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.

**10. Construction Engineering.** Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.

**11. Project Accounting.** Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

**12. Compliance with FHWA/USDOT Regulations.** Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

**13. Compliance with Federal, State and Local Requirements.** Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

**14. Compliance with Permits, Agreements and Clearances.** Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.

**15. Utility and Railroad Relocation and Adjustments.** Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

**16. Acquisition of Lands or Rights for Construction.** Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

**17. Expeditious Pursuit of Project.** Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

**18. Submission of "As-Built" Plans to the STATE.** For any Project affecting State highway rights-of-way, and for all structure-related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of "as-built" plans and one copy of any electronically developed plan files.

**19. Hazardous Material Contamination.** Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

**20. Maintenance of the Completed Project.** If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

**21. Personnel Requirements.** The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

**22. Assignment of State Representative.** The State will assign a representative to act as its Project liaison with the Subrecipient.

**23. Conformance with Standards.** The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

**24. Reviews by the State.** The parties agree that, at the discretion of the State's Program Manager, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

**ATTACHMENT B**  
**PAYMENT PROVISIONS**

**1. Funding Ratio.** Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 80% of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

**2. Non-Participating Costs.** Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

**3. Compliance with Vermont Prompt Payment Act.** To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

**4. Reimbursement if Project Not Constructed due to Subrecipient.** If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

**5. Project Costs and Phases.** The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the maximum limiting amount (MLA) State/federal amount indicated in total:

Phase	MLA			
	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$240,000	\$0	\$60,000	\$300,000

\*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

**6. Excess Costs.** The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

**7. Allocation of Funds by STATE.** On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$0.00** in State funds and **\$240,000** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 3 above).

**8. Payment of Invoices by the STATE.** The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: Patti Coburn, Project Manager  
Division: Local Transportation Facilities  
Address: Vermont Agency of Transportation  
National Life Building  
One National Life Drive  
Montpelier, VT 05633-5001

**9. Payment of Amounts Found Due by Audit.** In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.