



VTrans Fall 2022 Transportation Alternatives (TA) Grant Application

Thoroughly read the ***Vermont Transportation Alternatives Fall 2022 Application Guide*** before you begin your application. It includes important program information and step-by-step instructions. Pay particular attention to the application process requirements. **Applications are due in hand or by e-mail by December 14, 2022.** Please e-mail the completed application to: Scott.robertson@vermont.gov

Irish Hill Road facility – Shelburne STP BP18(3)
(Project Name/Title)

(802)985-5111
(Phone)

Lee Krohn, Town Manager
(Municipality contact person responsible for the management of this project)

lkrohn@shelburnevt.org
(e-mail address)

Shelburne
(Town)

\$ 235,500
Amount of **Federal Funds requested** (no more than 80% of the project cost estimate).

05482
(Zip Code)

\$ 58,870
Amount of Local Match. Example:

PO Box 88
(Mailing Address)

Federal Award = \$300,000 (80% of total)
Local Match = \$75,000 (20% of total)
Total Project Cost = \$375,000 (100% of the total)

County: Chittenden

Town/Village/City: Shelburne

Specific location, street, or road: Irish Hill Road

Regional Planning Commission: Chittenden County Regional Planning Commission

If a linear project, what is the length in feet? 870 ft

Is the project on or intersecting to a State maintained highway? Yes No

- *Note: If yes, be sure to include documentation that you have notified the VTrans District Transportation Administrator of the intent to apply for TA funding and have provided them with a brief (one paragraph) description of the proposed project.*

Project type being applied for: Scoping Design/Construction

The municipality understands that a typical construction project utilizing Transportation Alternatives Program funds will take roughly three years (min.) in the Design and ROW phases prior to going to construction (as pointed out in the TA Program Application Guide)? Yes No

Does this project have a previously completed scoping or feasibility study? Yes No

Note:

Attach a map(s) of the project area and clearly show the limits of the project as well as surrounding benefits from the proposed improvement. If the project is within or adjacent to a designated downtown, village or growth center, clearly indicate the relationship of the proposed project to the boundary of the designated area. Color photos of the area are also recommended.

See attached project area map and the adjacent Shelburne village area

Fiscal Information:

Accounting System Automated Manual Combination

SAM Unique Identifier # LZ8EJZLDK8Z5

Fiscal Year End Month June

Property Ownership:

If the proposed project is on private property that will need to be acquired by the Municipality through purchase, easement, or eminent domain (includes temporary construction rights) in accordance with the "Uniform Act", then the municipality is committed to exercising its right of **eminent domain** to acquire the rights to construct the project if necessary. Yes No

Funding:

Does this project already have existing funding? If so, please describe. Yes No

Town received Bike-ped grant for this project in 2018 – Shelburne STP BP18(3), CA0574

Will you accept an award less than you applied for? Yes No

- If yes, please indicate whether local funds will be used to make up the shortfall, or if the project scope will be reduced. If the project scope is to be reduced, describe what part of the project (please be specific) you would accept partial funding for.

Town has completed the final design, construction specifications and bid documents, obtained right of way and environmental clearance for this project as part of the bike-ped grant requirements. In the event of a partial award, the Town will use local funds for the shortfall.

A support letter from the governing body of the applicant municipality or organization and an acknowledgement and source of the local match and commitment to future maintenance responsibility for construction projects is required (must be dated within 1 year of the application). Is a letter of support attached?

Yes No

Regional Planning Commission Letter of Support:

In order to apply, the project must have a letter of support from the regional planning commission. Is a letter of support attached?

Yes No

Application Scoring Criteria:

- 1. Please give a brief description of the project (be sure to indicate the primary facility type being applied for and be concise). (10 points max.)**

The Town of Shelburne is seeking additional funds to cover the deficit amount to construct previously awarded project (Shelburne STP BP18(3)) for a 5 ft wide sidewalk along a portion of Irish Hill Road for a length of 870 ft and install a prefabricated pedestrian bridge across the LaPlatte River. This project has completed final design, cleared environmental and right of way requirements, secured temporary and permanent easements along the project. As of August 2022, \$594,126 remaining from the original grant of \$724,000 including local match. Due to the current market situation with shortage in labor, supply chain disruption, and dramatic increase in construction material cost, the updated estimate to complete this project (including design engineering, construction inspection and construction) with remaining funds is \$ 888,496. Additional funds from this TAP grant will cover the deficit amount of \$294,370 and successfully complete the sidewalk construction and a pedestrian bridge.

The project was scheduled for construction in spring of 2022, however, due to the increased construction cost estimate and lack of additional funding with the Town, this project was kept on hold until additional funding is secured. Upon securing additional funding, the Town will advertise the project for construction.

- 2. What is the feasibility of this project? Feasibility (or Scoping) study applications will not be scored on this criterion. Also, please describe the extent of project development completed to date. (10 points max.)**

This project has completed the final design, construction specifications and bid documents and ready for bid advertisement. This project received Environmental Clearance (All-Clear certificate) in January 2021 from the VTrans MAB section, and also cleared the right-of-way clearance in February 2022. The Town has recorded the temporary and permanent easements required for construction of the sidewalk and pedestrian bridge in February 2022. The Town understands the responsibility of maintaining the sidewalk and pedestrian bridge after construction.

- 3. Does this project address a need identified in a local or regional planning document? If so, please describe. (5 points max.)**

This project will provide a crucial element connecting a missing gap in the local sidewalk network, one contemplated in municipal planning documents dating from 2007. The Shelburne Falls Non-Motorized Traveler Mobility and Safety Study identified a critical need for a path between existing sidewalks on the east and west side of the LaPlatte River Falls Road Bridge. Irish Hill Road has been identified as a high priority corridor in the 2017 Regional Active Transportation Network. See the attached Regional Active Transportation Network map.

- 4. Does this project benefit a State Designated Center per the link below (i.e., downtowns, villages, or neighborhood growth centers recognized by the Vermont Department of Economic, Housing and Community Development)? (10 Points Max.)**

<http://maps.vermont.gov/ACCD/PlanningAtlas/index.html?viewer=PlanningAtlas>

This project is located in close proximity with the Shelburne Village Center. See the attached project area map. This project will connect the gap in the sidewalk path network on Falls Road and Irish Hill Road and provide access to the Village Center, Post office, restaurants and retail stores for population on the east side of the LaPlatte River.

5. Provide a project cost estimate below (project costs below include both federal dollars and local dollars). Projects will be scored based on whether the cost appears realistic for the size and scope of the project. For scoping studies, use PE and Local Project Management lines only.

Note: If you are applying for additional funds for an existing project, show the amount being requested for this grant in the PE, ROW, Construction, Construction Engineering, and Municipal Project Management rows below. Also, be clear regarding total project cost and other funding amounts and sources in the additional funding comments box below. (10 points max.)

Preliminary Engineering (PE) (Engineering, Surveying, Permitting)	\$ <u>See the attached budget worksheet</u>
Right-of-way / Acquisition (ROW) (appraisals, land acquisition and legal fees)	\$ <u>0</u>
Construction (construction costs with reasonable contingency)	\$ <u>See the attached budget worksheet</u>
Construction Engineering (cost to provide inspection during construction)	\$ <u>See the attached budget worksheet</u>
Municipal Project Management Costs (minimum of 10% of total PE, ROW and Construction Phases).	\$ <u>See the attached budget worksheet</u>
Total Project Cost	\$ <u>See the attached budget worksheet</u>

Addition Funding Comments: (ex. Total and additional funding for existing projects)

The previous awarded Bike-Ped grant (Shelburne STP BP18(3)) was \$579,200 in federal funds and \$144,800 in local match, the total award was \$724,000. As of August 2022, the Town spent \$15,227 for MPM services and \$114,647 for design consultant services. The available funding including local share is \$594,126, whereas the amount required to complete the project is \$888,496. Additional funds from this SFY23 TAP grant will cover the deficit amount of \$294,370 for successful completion of the sidewalk construction and installation of the pedestrian bridge. See the attached budget worksheet, spending tracker spreadsheet and engineer's construction estimate.

6. Select the eligibility category below (A, B, C or D) that best fits your project and answer the corresponding questions for that category (choose only one category). 10 bonus points will be awarded to projects that are primarily Bicycle or Pedestrian facilities.

A. Bicycle and Pedestrian Facilities (includes Safe Routes for Non-Drivers and Conversion of abandoned railroad corridors.

(i) Will the project contribute to a system of pedestrian and/or bicycle facilities? **(10 points max.)**

This project is located on a high priority corridor in the 2017 Regional Active Transportation Plan and is identified as part of the proposed regional network in the draft 2022 Regional Active Transportation Plan. This project will fill an important missing gap in the sidewalk network between the east side (Irish Hill Road) and west side (Falls Road) of the LaPlatte River, and contribute to a safer connection to the regional walk/bike network, with construction of sidewalk and a pedestrian bridge over the river.

(ii) Will the project provide access to likely generators of pedestrian and/or bicyclist activity? **(10 points max.)**

This project will connect the existing sidewalk on Falls Road that serves densely developed neighborhoods, Shelburne Village area, post office, LaPlatte River Nature Park, Shelburne Town offices, Shelburne Museum, restaurants and retail places in the village area.

(iii) Will the project address a known, documented safety concern? **(10 points max.)**

Currently, there is no sidewalk or path for pedestrians and bicyclists along Irish Hill Road and cross the LaPlatte River to access the sidewalk on Falls Road. Bicyclists and pedestrians have to change their travel direction and mix with vehicles in an area largely unsuited and unsafe on the LaPlatte River bridge. This project would fill the network gap and significantly enhance safety of non-motorized road users. The lack of safety in the project area is a function of both high traffic volume and speed, and roadway geometry issues that include steep vertical and horizontal curvature.

B. Community Improvement Activities:

- i. Explain how the project improves the economic wellbeing of the community and/or provide a benefit to state tourism? **(10 points max.)**

[Click here to enter text.](#)

- ii. Describe the anticipated impact to the public; degree of visibility, public exposure and/or public use. **(10 points max.)**

[Click here to enter text.](#)

- iii. Answer only one of the following based on the type of project:

- a) Construction of turnouts, overlooks, and viewing areas as related to scenic or historic sites. *To what extent will the project provide a view of a highly unique and scenic area?* **(10 points max.)**

[Click here to enter text.](#)

- b) Preservation or rehabilitation of historic transportation facilities. *Describe the historic significance of the historic transportation facility and the importance of the facility to the state.* **(10 points max.)**

[Click here to enter text.](#)

- c) Archeological planning and research related to impacts from a transportation project. *Describe the associated transportation project and benefit of the proposed activities.* **(10 points max.)**

[Click here to enter text.](#)

- d) Vegetation management in transportation rights of way to improve roadway safety, prevent invasive species, and provide erosion control. *Describe the extent of the current problem and the impact on the site and surrounding area.* **(10 points max.)**

[Click here to enter text.](#)

C. Environmental Mitigation Activity Related to Stormwater and Highways

- i. Please describe how this application provides environmental mitigation relating to stormwater and highways. **(10 points max.)**
[Click here to enter text.](#)
- ii. What information or data is provided to substantiate the current stormwater problem and associated environmental impacts? **(10 points max.)**
[Click here to enter text.](#)
- iii. What substantiating data or information is provided to show that the proposed application is an effective and maintainable solution to the problem? **(10 points max.)**
[Click here to enter text.](#)

D. Environmental Mitigation Activity Related to Wildlife

- i. Please describe how this application will reduce vehicle-caused wildlife mortality or will restore and maintain connectivity among terrestrial or aquatic habitats. **(10 points max.)**
[Click here to enter text.](#)
- ii. What information or data is provided to substantiate the current problem and associated environmental impacts? **(10 points max.)**
[Click here to enter text.](#)
- iii. What substantiating data or information is provided to show that the proposed application is an effective and manageable solution to the problem? **(10 points max.)**
[Click here to enter text.](#)

List of documents attached with the application

- Town support letter
- Project Area and Shelburne Village Area Maps
- Regional Active Transportation Network map
- CCRPC support letter
- Additional funding calculator spreadsheet attached with the application.
- The billing tracker spreadsheet shows the funds expended on design engineering and project management.
- The detailed construction cost estimate using the Estimator Software shows the current engineer's construction cost estimate
- Design consultant's contract agreement and change orders #1 and 2 shows the total design engineering services costs for this project.
- Easement Warranty Deed
- Right of Way Clearance Certificate
- Environmental Clearance certificate
- Natural Resources certificate
- The grant agreement, CA 0574, shows the initial grant awarded for this project to cover design engineering, project management, and construction costs.
- Municipal Project Management services contract agreement



Town of Shelburne, Vermont

CHARTERED 1763

P.O. BOX 88 5420 SHELBURNE ROAD SHELBURNE, VT 05482

Clerk/Treasurer
(802) 985-5116

Town Manager
(802) 985-5111

Zoning & Planning
(802) 985-5118

Assessor
(802) 985-5115

Recreation
(802) 985-5110

FAX Number
(802) 985-9550

December 08, 2022

Scott Robertson, P.E.
Municipal Assistance Bureau TA Coordinator
VT Agency of Transportation
219 North Main Street
Barre, VT 05641

Re: Shelburne Irish Hill Sidewalk and Pedestrian Bridge project – Shelburne STP BP18(3)
SFY 2023 Transportation Alternatives Program (TAP) Grant Application for Additional Funds

Dear Scott:

The Town of Shelburne is seeking additional funding to cover a foreseeable deficit for the previously awarded project, Shelburne STP BP18(3) to construct a 5 ft wide sidewalk along a portion of Irish Hill Road for a length of 870 ft and install a prefabricated pedestrian bridge across the LaPlatte River. The Town understands and acknowledges providing the local match of 20% for the additional funding and future maintenance responsibility.

The Town has contracted with Stantec Inc., for design engineering services and completed final design plans, construction specifications and submitted to VTrans for review. The Town has secured necessary temporary and permanent rights and easements from the private property, Mill River Lane Association Inc, for the purpose of constructing and maintaining the sidewalk and pedestrian bridge. This project received environmental and right of way clearance from VTrans, and is ready to go to bid for construction. The only holdup at this point is funding availability, due to supply chain disruptions and dramatic cost increases witnessed everywhere.

This long planned, designed, and anticipated sidewalk and pedestrian bridge project will provide a safer facility for pedestrians walking along Irish Hill Road and connects to the existing sidewalk network in the Shelburne village area. The additional funding will cover the deficit amount and help us to successfully complete this long hoped-for sidewalk construction and installation of the pedestrian bridge.

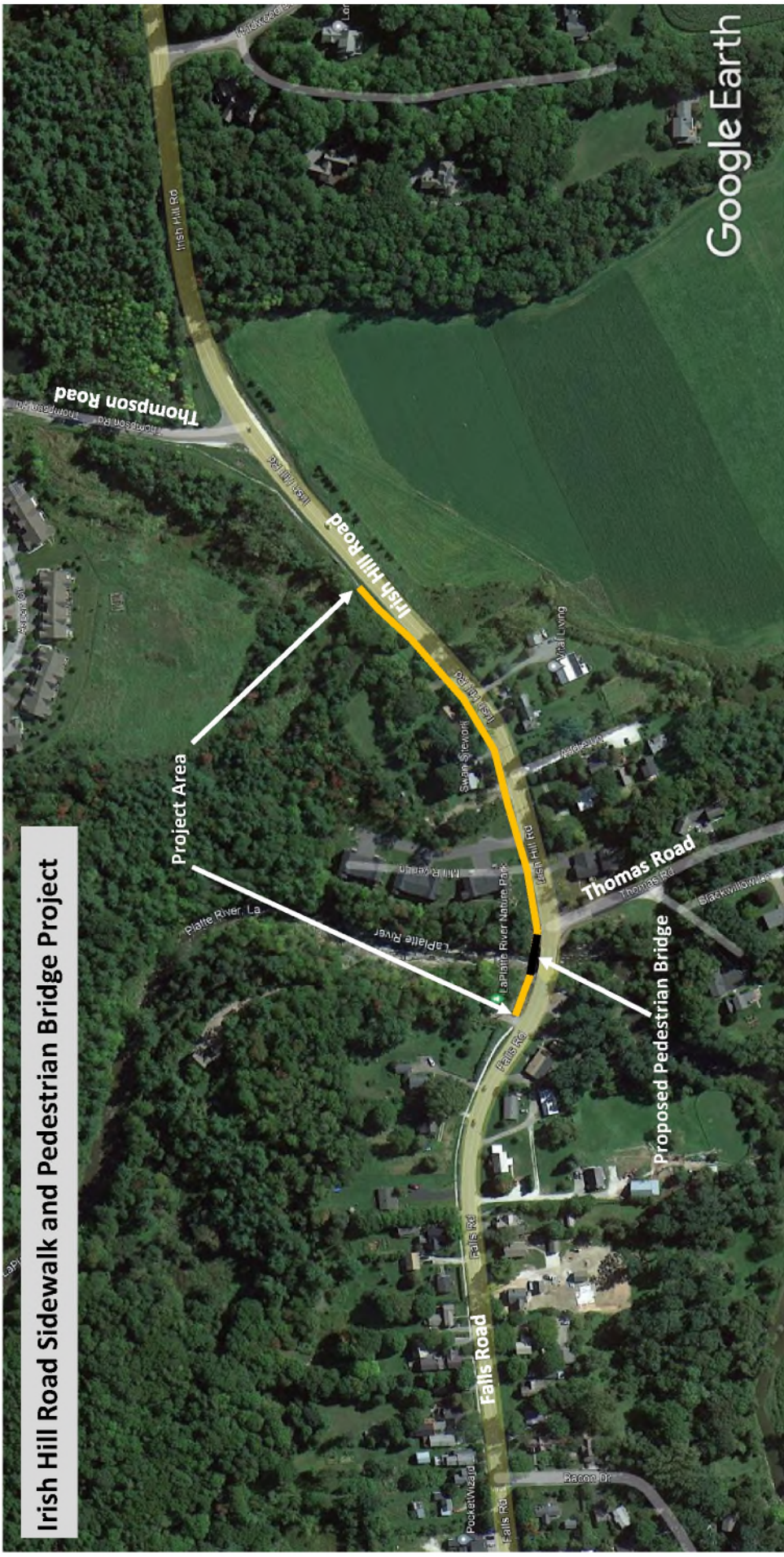
Thank you very much.

Respectfully,

Lee A. Krohn

Lee A. Krohn, AICP
Town Manager

Irish Hill Road Sidewalk and Pedestrian Bridge Project

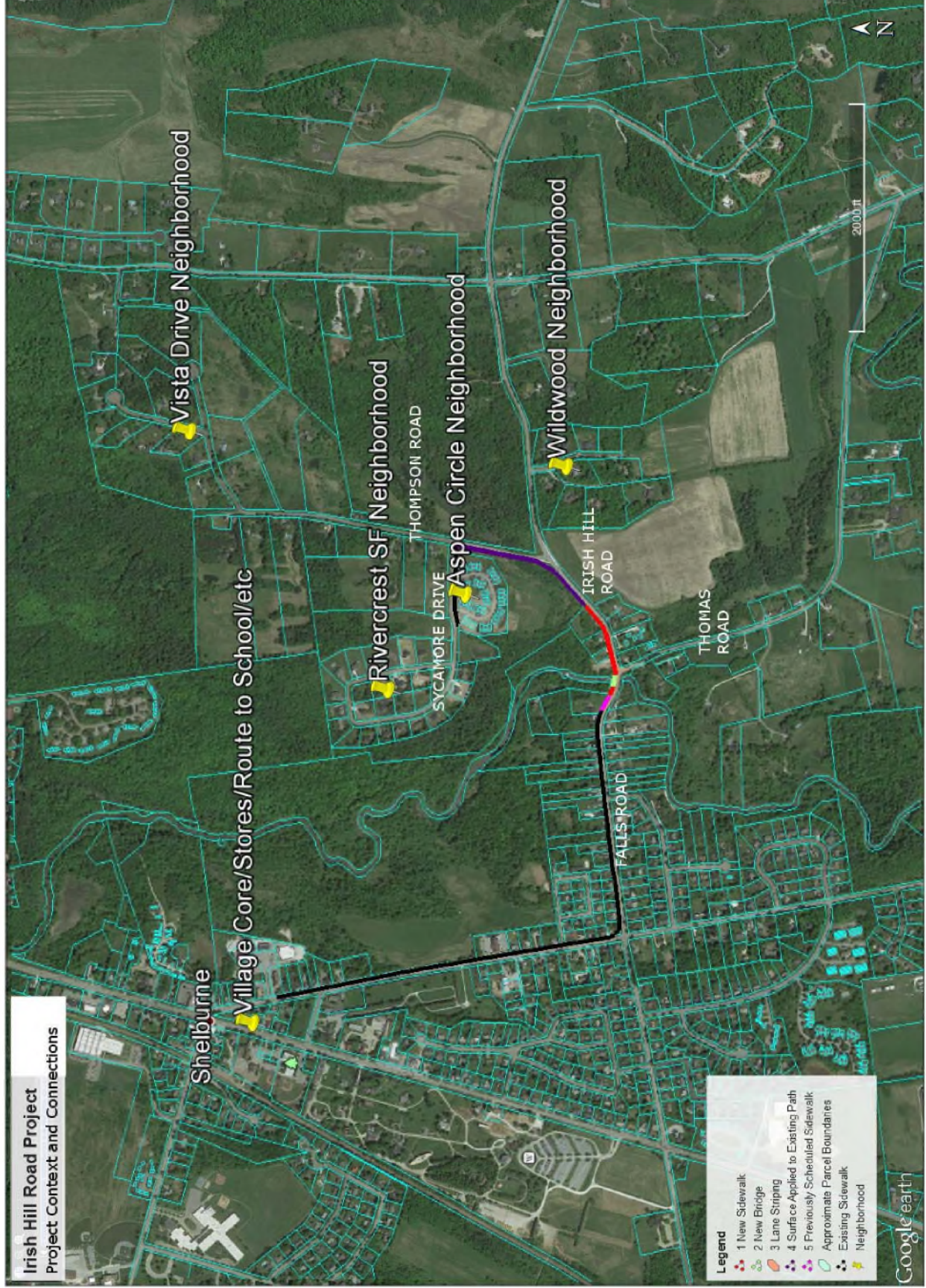


Project Area

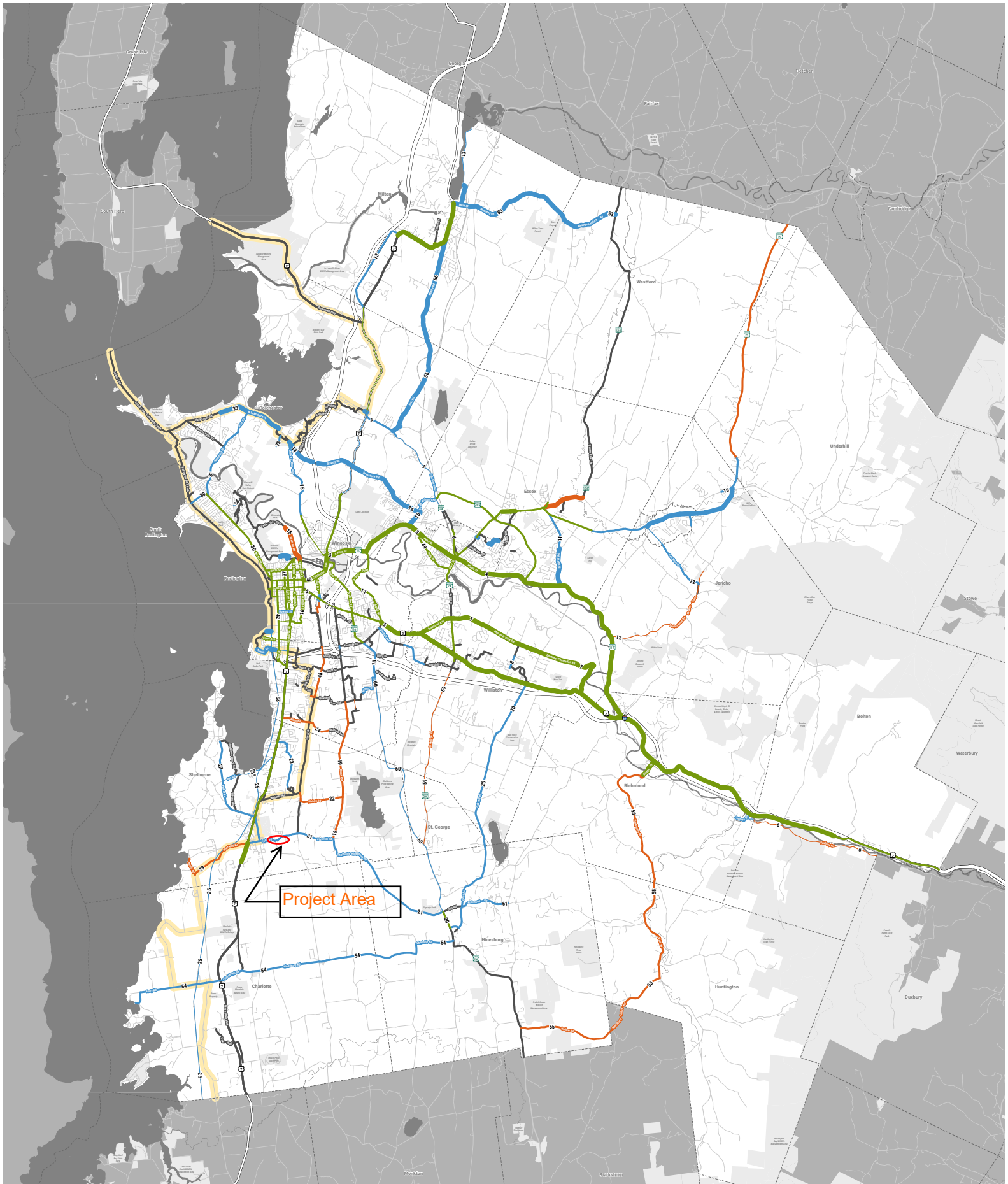
Proposed Pedestrian Bridge

Google Earth

Irish Hill Road Project
Project Context and Connections



- Legend**
- 1 New Sidewalk
 - 2 New Bridge
 - 3 Lane Striping
 - 4 Surface Applied to Existing Path
 - 5 Previously Scheduled Sidewalk
 - Approximate Parcel Boundaries
 - Existing Sidewalk
 - Neighborhood



CHITTENDEN COUNTY ACTIVE TRANSPORTATION PLAN

Proposed Regional Active Transportation Network

Project Corridor ID	PRIORITY			Existing Facilities
	High	Medium	Low	
Lake Champlain Bikeway	High	Medium	Low	

FEASIBILITY: High (Green), Medium (Yellow), Low (Orange)

PRIORITY: High (Green), Medium (Blue), Low (Orange)

Existing Facilities: Black line



December 7, 2022

Scott Robertson, P.E.
Municipal Assistance Bureau TA Coordinator
VT Agency of Transportation
219 North Main Street
Barre, VT 05641

Dear Scott:

This letter is in support of the Town of Shelburne's application to the VTrans Transportation Alternatives Grant Program for additional funding to complete Shelburne STP BP18(3) which is a 5-foot-wide concrete sidewalk along 870 feet of Irish Hill Road and install a prefabricated pedestrian bridge across the LaPlatte River. This project will connect new neighborhoods to amenities and services in the Town, and contribute to the Town's vision for a safe, connected walk/bike network. This corridor is also identified as part of the proposed walk/bike network in the draft 2022 Regional Active Transportation Plan.

This project is supported by several sections of the CCRPC's ECOS Plan. One of the four broad goals established at the beginning of the document states:

"Make public and private investments in the built environment to minimize environmental impact, maximize financial efficiency, optimize social equity and benefits, and improve public health." ECOS Plan page 8

In the transportation discussion of key issues there's this finding:

"More robust investment in transportation options – transit, walking/biking, carsharing and ridesharing – could reduce congestion, vehicle miles traveled, use of single occupancy vehicles, social exclusion, and could improve public health, and enhance the economic well-being of our residents, businesses and visitors." ECOS Plan page 63

Under future transportation investments, one of the identified focal areas is to:

"Expand walking and biking infrastructure to support active transportation and to provide interconnection with the region's transit system." ECOS Plan page 93

The Public Health section also includes this as a priority strategy:

"Obesity -- Create policies and environmental supports that increase access to active transportation, active recreation, and healthy foods." ECOS Plan Page 103

The financial section of the transportation element of ECOS also notes a recommended shift in new transportation funding away from roadway investments and more into transportation

alternatives like walking and cycling projects (see ECOS Plan page 180).

The Plan section on implementing transportation corridor improvements identifies this priority: *“Expanding the bicycle and pedestrian networks with on- and off-road facilities and more sidewalks.”* ECOS Plan page 181

This project is also supported by the following goals from our 2017 Active Transportation Plan:

- *“Provide accessible, safe, efficient, interconnected, secure, equitable and sustainable mobility choices for our region’s businesses, residents and visitors.”*
- *“Encourage walking and biking in local communities through work with towns, schools, businesses and community walk-bike groups.”*
- *“Expand walking and biking infrastructure to provide interconnection with the region’s transit system.”*

Thank you for your consideration of this project.

Sincerely,



Bryan Davis
Senior Transportation Planner

2022 Additional Funding Worksheet

Applicant Name: Town of Shelburne

Project Title: Shelburne STP BP18(3) - Irish Hill Road

Determining Make Up Funding for an Existing Project

Shelburne STP BP18(3) Award (including Local share)	\$724,000
Engineering Expenses to Date	\$114,647
Project Management Expenses to Date	\$15,227
ROW expenses to Date	\$0

**Amount Remaining from original
award** **\$594,126**

Balance of Engineering contract to be billed	\$3,083
Balance of Project Management to end of project	\$36,773
Balance of ROW expenses anticipated	\$0
Estimated Construction Cost	\$796,900
Estimated Construction Inspection Cost	\$51,740

Total Cost to Complete Project **\$888,496**

Amount Remaining in Grant Award (or deficit)	(\$294,370)
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Vermont Agency of Transportation

SHELBURNE STP BP18(3)

Estimate FINAL - REVISED FINAL

Phase: FINAL	Designed By:
Estimate Date: 16 March, 2022	Reviewed By: Caela Waite
Specification: Standard Specifications for Construction	Approved By:
Region:	Work Type:
Town: SHELBURNE	Highway Type:
Advertising Season:	Urban/Rural:
Description: NA	

Category

1011 - ROADWAY

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
201.10	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS		1.00	LS	\$15,000.000	\$15,000.00
203.15	COMMON EXCAVATION		280.00	CY	\$30.000	\$8,400.00
203.16	SOLID ROCK EXCAVATION		15.00	CY	\$134.274	\$2,014.11
204.20	TRENCH EXCAVATION OF EARTH		330.00	CY	\$24.703	\$8,151.99
204.21	TRENCH EXCAVATION OF ROCK		20.00	CY	\$194.839	\$3,896.78
204.22	TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)		1.00	CY	\$75.000	\$75.00
301.26	SUBBASE OF CRUSHED GRAVEL, FINE GRADED		200.00	CY	\$50.605	\$10,121.00
301.35	SUBBASE OF DENSE GRADED CRUSHED STONE		200.00	CY	\$47.980	\$9,596.00
406.38	HAND-PLACED BITUMINOUS CONCRETE MATERIAL, DRIVES		225.00	SY	\$38.489	\$8,660.03
601.2615	18" CPEP(SL)		175.00	LF	\$88.836	\$15,546.30
601.7015	18" CPEPES		1.00	EACH	\$513.678	\$513.68
604.20	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE		3.00	EACH	\$7,500.000	\$22,500.00
604.415	REHAB. DROP INLETS, CATCH BASINS, OR MANHOLES, CLASS II		1.00	EACH	\$1,525.263	\$1,525.26
613.11	STONE FILL, TYPE II		37.00	CY	\$60.482	\$2,237.83
616.28	CAST-IN-PLACE CONCRETE CURB, TYPE B		250.00	LF	\$45.548	\$11,387.00
617.10	REMOVE AND RESET MAILBOX, SINGLE SUPPORT		2.00	EACH	\$224.661	\$449.32
618.15	BITUMINOUS CONCRETE SIDEWALK		40.00	TON	\$300.000	\$12,000.00
630.15	FLAGGERS		1,100.00	HR	\$36.747	\$40,421.70
635.11	MOBILIZATION/DEMOBILIZATION		1.00	LS	\$59,029.589	\$59,029.59
641.11	TRAFFIC CONTROL, ALL-INCLUSIVE		1.00	LS	\$30,000.000	\$30,000.00
646.201	4 INCH WHITE LINE, WATERBORNE PAINT		250.00	LF	\$2.016	\$504.00

Vermont Agency of Transportation

SHELBURNE STP BP18(3)

Estimate FINAL - REVISED FINAL

651.15	SEED		11.00	LB	\$14.892	\$163.81
651.18	FERTILIZER		100.00	LB	\$4.976	\$497.60
651.20	AGRICULTURAL LIMESTONE		1.00	TON	\$736.471	\$736.47
651.35	TOPSOIL		95.00	CY	\$65.000	\$6,175.00
656.30	DECIDUOUS TREES	(SYRINGA RETICULATA 'IVORY SILK')(B&B)(2" CAL.)	7.00	EACH	\$600.000	\$4,200.00
656.35	DECIDUOUS SHRUBS	(ARONIA MELANOCARRA 'AUTUMN MAGIC')(5 GALLON)	7.00	EACH	\$200.000	\$1,400.00
656.35	DECIDUOUS SHRUBS	(ILEX VERTICILLATA 'SOUTHERN GENTLEMAN') (5 GALLON)	2.00	EACH	\$200.000	\$400.00
656.35	DECIDUOUS SHRUBS	(ILEX VERTICILLATA 'WINTER RED')(5 GALLON)	5.00	EACH	\$200.000	\$1,000.00
656.35	DECIDUOUS SHRUBS	(VIBURNUM DENTATUM 'BLUE MUFFIN')(5 GALLON)	8.00	EACH	\$200.000	\$1,600.00
656.85	TREE PROTECTION		1.00	LS	\$10,000.000	\$10,000.00
675.20	TRAFFIC SIGN, TYPE A		23.00	SF	\$28.822	\$662.91
675.341	SQUARE TUBE SIGN POST AND ANCHOR		75.00	LF	\$17.829	\$1,337.18
675.50	REMOVING SIGNS		4.00	EACH	\$26.566	\$106.26
900.640	SPECIAL PROVISION	(ORNAMENTAL FENCE, 4 FOOT)	100.00	LF	\$150.000	\$15,000.00
					Category total:	\$305,308.82

Category
1051 - EROSION CONTROL

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
653.10	HAY MULCH		1.00	TON	\$907.119	\$907.12
653.35	STABILIZED CONSTRUCTION ENTRANCE		15.00	CY	\$53.795	\$806.93
653.41	INLET PROTECTION DEVICE, TYPE II		3.00	EACH	\$185.361	\$556.08
653.475	SILT FENCE, TYPE I		100.00	LF	\$4.305	\$430.50
653.55	PROJECT DEMARCATION FENCE		700.00	LF	\$1.407	\$984.90
					Category total:	\$3,685.53

Category
1211 - BRIDGE NO. 1

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
203.15	COMMON EXCAVATION		30.00	CY	\$23.965	\$718.95
204.25	STRUCTURE EXCAVATION		170.00	CY	\$28.177	\$4,790.09
204.30	GRANULAR BACKFILL FOR STRUCTURES		130.00	CY	\$49.721	\$6,463.73
501.38	HIGH PERFORMANCE CONCRETE, CLASS PCS		65.00	CY	\$750.000	\$48,750.00

Vermont Agency of Transportation

SHELBURNE STP BP18(3)

Estimate FINAL - REVISED FINAL

507.11	REINFORCING STEEL, LEVEL I		11,375.00	LB	\$1.786	\$20,315.75
613.10	STONE FILL, TYPE I		5.00	CY	\$77.509	\$387.55
613.11	STONE FILL, TYPE II		75.00	CY	\$60.482	\$4,536.15
649.31	GEOTEXTILE UNDER STONE FILL		130.00	SY	\$4.473	\$581.49
651.40	GRUBBING MATERIAL		130.00	SY	\$12.780	\$1,661.40
900.645	SPECIAL PROVISION	(PREFABRICATED MULTI-MODAL BRIDGE)	1.00	LS	\$355,000.000	\$355,000.00
900.670	SPECIAL PROVISION	(PRECAST CONCRETE RETAINING WALL)	165.00	SF	\$200.000	\$33,000.00
900.680	SPECIAL PROVISION	(TRUCKING AND DISPOSAL OF SOILS)	110.00	TON	\$100.000	\$11,000.00
					Category total:	\$487,205.11

Category

1999 - FULL C.E. ITEMS

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
631.17	TESTING EQUIPMENT, BITUMINOUS		1.00	LS	\$700.000	\$700.00
					Category total:	\$700.00

Grand Total: \$796,899.45



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 2 Date 7 June 2022

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 179450041
193 Tilley Drive, Suite 101, South Burlington, VT 05403
Ph: (802) 864-0223
email: erik.alling@stantec.com

"Client" Town of Shelburne Vermont
Client Project # N/A
5720 Shelburne Road, Shelburne, VT 05482
Ph: (802) 985-5110
email: lkrohn@shelburnevt.org

Project Name and Location: Shelburne STP BP18(3)

In accordance with the original Professional Services Agreement dated 23 October 2019 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Changes to contract are for a geotechnical analysis required by VTrans during their Final Plans Review.

Table with 2 columns: Description and Amount. Rows include Total fees this Change Order (\$ 3,078.00), Original agreement amount (\$ 101,776.00), and four Change Order Number entries with amounts ranging from \$ 12,876.00 to \$ -.

Effect on Schedule: Schedule delayed due to this unexpected VTrans requirement

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Town of Shelburne Vermont

Gary Santy, Senior Principal
Print Name and Title

Lee Krohn
Print Name and Title

Signature Santy, Gary Digitally signed by Santy, Gary Date: 2022.06.08 10:06:55 -04'00'

Signature [Handwritten Signature]

Date Signed: 06/08/2022

Date Signed: 06-08-2022



TASK-LABOR HOUR SCHEDULE
Irish Hill Road Sidewalk and Pedestrian Bridge
Town of Shelburne, Vermont
June 7, 2022

TASK	Principal	Project Manager/ Senior Engineer	Project Engineer	Technician	TOTAL
1 Geotechnical Analysis for Slope Stability					
1.1 Geotechnical analysis including report and submission to VTrans	1	12	8	8	29
TOTAL STANTEC HOURS	1	12	8	8	29



COSTS SCHEDULE
 Irish Hill Road Sidewalk and Pedestrian Bridge
 Town of Shelburne, Vermont
 June 7, 2022

ITEM	Principal	Project Manager/ Senior Engineer	Project Engineer	Technician	TOTAL
Phases A & B - PROJECT DEFINITION AND DESIGN					
Total Labor Hours	1	12	8	8	29
Average Hourly Rate*	\$65.00	\$45.00	\$33.00	\$30.00	
Direct Labor Costs	\$65	\$540	\$264	\$240	\$1,109
Overhead @ 152.258%					\$1,689
Fixed Fee					\$280
Stantec Labor Total					\$3,078
Direct Expenses (see attached) Subconsultants (Vermont Survey and Engineering)					
Direct Expenses and Subconsultant Total					\$0
Total for Phase A, B & C - Project Definition, Design & Construction Support Services					\$3,078

*Average hourly rate used for budgeting purposes. Town will be billed at cost plus fixed fee based on actual hourly rate of employee.

The following employees may work on the project depending on technical skills required for specific tasks.

Principal/PM - Gary Santy, Greg Goyette

Project Manager - Erik Alling

Senior Engineer - Tom Knight

Project Engineer - Sean Neely

Technician - Lynn Smiley, Caela Waite, Pete Armata, Lori Buxton, Geoff Merkle



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 1 Date 12 November 2021

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 179450041
193 Tilley Drive, Suite 101
Ph: (802) 864-0223
email: erik.alling@stantec.com

"Client" Town of Shelburne Vermont
Client Project # N/A
5720 Shelburne Road, Shelburne, VT 05482
Ph: (802) 985-5110
email: lkrohn@shelburnevt.org

Project Name and Location: Shelburne STP BP18(3)

In accordance with the original Professional Services Agreement dated 23 October 2019 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Changes to contract are for out-of-scope work as detailed on the attached task and labor hour schedule.

Total fees this Change Order	\$	12,876.00
Original agreement amount	\$	101,776.00
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
Total Agreement	\$	114,652.00

Effect on Schedule: No effect on schedule is anticipated

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Town of Shelburne Vermont

Gary Santy
Print Name and Title
Signature Santy, Gary
Digitally signed by Santy, Gary
Date: 2021.11.22 15:12:19 -05'00'
Date Signed: 11/22/2021

Lee Krohn
Print Name and Title
Signature [Handwritten Signature]
Date Signed: 11-15-2021



TASK-LABOR HOUR SCHEDULE
Irish Hill Road Sidewalk and Pedestrian Bridge
Town of Shelburne, Vermont
November 12, 2021

TASK	Principal	Project Manager/ Senior Engineer	Project Engineer	Technician	TOTAL
1 Out of Scope Work (from NEPA process to design completion)					
1.1 NEPA documentation additional effort (inc. path redesign)	1	4	16	40	61
1.2 Additional bridge design, specifications, and details for powder coating	1	2	16	16	35
1.3 Estimate conversion from Estimator to IPD	1	2	2	4	9
1.4 Landscaping plans and details	1	2	16	16	35
TOTAL STANTEC HOURS	4	10	50	76	140



COSTS SCHEDULE
Irish Hill Road Sidewalk and Pedestrian Bridge
Town of Shelburne, Vermont
 November 12, 2021

ITEM	Principal	Project Manager/ Senior Engineer	Project Engineer	Technician	TOTAL
Phases A & B - PROJECT DEFINITION AND DESIGN					
Total Labor Hours	4	10	50	76	140
Average Hourly Rate*	\$65.00	\$45.00	\$33.00	\$30.00	
Direct Labor Costs	\$260	\$450	\$1,650	\$2,280	\$4,640
Overhead @ 152.258%					\$7,065
Fixed Fee					\$1,171
Stantec Labor Total					\$12,876
Direct Expenses (see attached) Subconsultants (Vermont Survey and Engineering)					
Direct Expenses and Subconsultant Total					\$0
Total for Phase A, B & C - Project Definition, Design & Construction Support Services					\$12,876

*Average hourly rate used for budgeting purposes. Town will be billed at cost plus fixed fee based on actual hourly rate of employee.

The following employees may work on the project depending on technical skills required for specific tasks.

Principal/PM - Gary Santy, Greg Goyette

Project Manager - Erik Alling

Senior Engineer - Tom Knight

Project Engineer - Sean Neely

Technician - Lynn Smiley, Caela Waite, Pete Armata, Lori Buxton, Geoff Merkle

ACKNOWLEDGMENT-

VPTT RETURNS RECEIVED

Return No. 2021-338

Date 9 FEBRUARY 2022

Signed [Signature] Asst. Clerk

TOWN CLERK'S OFFICE

Received Feb 08, 2022 02:00P

Recorded in VOL: 478 PG: 295- 297

OF Shelburne Land Records

Attest:

Diana Vachon

Town Clerk

TOWN OF SHELBURNE

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, **Mill River Lane Homeowner's Association, Inc.**, of Shelburne, in the County of Chittenden and State of Vermont, Grantor, in consideration of Ten and more Dollars (\$10.00) and other good and valuable consideration paid to its full satisfaction by the **Town of Shelburne**, a Vermont municipal corporation in the County of Chittenden and State of Vermont, Grantee, does hereby give, grant, bargain, sell and convey unto Grantee, Town of Shelburne, its successors and assigns, such permanent and temporary rights and easements for the purpose of constructing and maintaining a sidewalk and pedestrian bridge for public use over, on and through lands of the Grantor located in the Town of Shelburne, in the County of Chittenden, and State of Vermont, and described as follows, viz:

Being part of the same land and premises conveyed to Grantor, **Mill River Lane Homeowner's Association, Inc.**, by Warranty Deed of Sterling Land Co., LLC dated February 26, 2020 and recorded in Book 457 at Page 268 of the Town of Shelburne Land Records. Being easements over a portion of the common areas under the control of the Grantor pursuant to the above deed and the Declaration of Mill River Lane Planned Community dated July 17, 2019 and recorded in Book 452, Page 554 of the aforesaid Land Records, as amended.

*** IRISH HILL RD ... SIDEWALK & PEDESTRIAN BRIDGE PROJECT TITLE PAGE (PLAN SHEET 1) RECORDED AT MAP SLIDE 932 B.**
Being Parcel 1 consisting of temporary and permanent easements on said land as shown on R.O.W. Detail Sheet 1 (Plan Sheet 3) and R.O.W. Layout Sheet 1 (Plan Sheet 4) of the plans of Shelburne STP BP18(3), Irish Hill RD (Major Collector) Sidewalk & Pedestrian Bridge (the "Transportation Project") by Stantec Consulting Services, Inc., *** to be filed in the Town of Shelburne Land Records, RECORDED AT MAP SLIDE 933A (PLAN SHEET 3) AND MAP SLIDE 933B (PLAN SHEET 4).**

The rights and easements conveyed herein are more particularly described as follows:

Permanent Easement

The permanent public easement, as shown and depicted on the Plans and as described below, is intended to grant and convey to the Grantee those property rights necessary and incidental for the construction, reconstruction, replacement, repair, maintenance and public use of a sidewalk and pedestrian bridge with related improvements, some or all of which are to be located on the Property. The permanent public easement is more particularly described as follows:

A permanent easement to install and maintain a stormwater pipe & drain, stone riprap (apron) and a stone pad, including all appurtenances thereto, in an area of 407 square feet, more or less, located left of and between approximate stations 102+20.72 and 102+46.37 of the established centerline of the Transportation Project.

Grantor, for itself and its successors and assigns, hereby covenants not to modify the contour of said easement area, or place any obstacles, structures, landscaping, or other improvements within said easement areas which shall prevent or interfere with Grantee's or the public's ability to use such easement and right-of-way.

Temporary Easements

In connection with planned construction of a public sidewalk and pedestrian bridge upon and adjacent

02-08-2022. INFORMATION DELETED AND ADDED BY TOWN CLERK'S OFFICE. LEVANNI, ASST CLERK

to Grantor's land, Grantor, for itself and its heirs, executors, administrators and assigns, hereby conveys the following temporary easement. The temporary easement shall expire once construction and improvements are complete and the sidewalk is open to the public. The temporary easement is more particularly described as follows:

A temporary easement to enter upon the land of the Grantor during the period of construction, to extend highway slopes and embankments and to install erosion control barriers and to keep the erosion control barriers clear of debris and functioning properly, throughout the construction of the project, in an area of 705 square feet, more or less, located left of and between approximate stations 102+18.54 and 102+72.47 of the established centerline of the Transportation Project, as shown on the aforesaid Transportation Project plans.

The slopes and embankments may be extended at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of Transportation construction. The Town of Shelburne shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff, and other objectionable materials, structures, growth, and any other thing of whatever kind or nature from said slope areas.

Restoration. As a condition hereof, Grantee shall, upon completion of construction activities, return the ground vegetation, topsoil or asphalt disturbed to its prior condition, so far as practicable.

Waiver of Compensation. The Grantor, having been fully informed of its right to receive just compensation for the acquisition or use of its property, hereby acknowledges, waives and releases the Grantee from Grantor's right to receive just compensation determined by an appraisal as well as the Grantee's obligation (if applicable) to perform and provide an appraisal.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD the above granted easements, with all privileges and appurtenances thereof, to the said Grantee, **Town of Shelburne**, and Grantee's successors and assigns, forever to their own proper use, benefit and behoof. The Grantor, **Mill River Lane Homeowner's Association, Inc.**, for itself and its successors and assigns covenants with the Grantee and its successors and assigns that at and until the execution of these presents it is well seized of said premises as an estate in fee simple, and has good right to convey and confirm the easements aforesaid in manner and form above written, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, and except for all mortgage and easements as may appear of record, provided that such exception shall not reinstate any such easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7.

AND FURTHERMORE, **Mill River Lane Homeowner's Association, Inc.**, does by these presents bind itself and its successors and assigns, forever, to **WARRANT** and **DEFEND** the above rights and easements to the Town of Shelburne and its successors and assigns against all claims and demands whatsoever.


IN WITNESS WHEREOF, Mill River Lane Homeowner's Association, Inc., through its duly authorized agent, hereunto sets its hand and seal this 28th day of December, 2021.

Mill River Lane Homeowner's Association, Inc.


By: Mary Donnelly
Duly authorized agent,
Mill River Lane Homeowner's Association, Inc.

STATE OF VERMONT
COUNTY OF CHITTENDEN, ss:

At Shelburne, Vermont this 28th day of December, 2021 personally appeared Mary Donnelly, duly authorized agent for Mill River Lane Homeowner's Association, Inc. and she acknowledged this instrument by her sealed and subscribed, to be her free act and deed, and the free act and deed of Mill River Lane Homeowner's Association, Inc..

Before me: 
Notary Public, State of Vermont
Commission expires: 1/21/23

Kristen E. Shamis
Type or print name of Notary Public

Commission No. 157.0000040

END³ OF
DOCUMENT



RIGHT OF WAY CERTIFICATE

DATE: 02/11/2022

PROJECT: Shelburne STP BP18(3)

PPMS #: 19f010

This is to certify that the right of way has been or will be acquired in accordance with Vermont State Statute, the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 as amended and Title 23 of the Code of Federal Regulations, Part 635 (when applicable) and the status of the right of way is as follows:

- No acquisitions of land or rights was necessary since all construction will be within the existing controlled right of way. Use of non-controlled right of ways will be allowed through executed agreements or approved permits.
- Pursuant to 23 CFR 635.309(c)(1) and/or (2), all the acquisitions of land and rights have been completed including legal and physical possession and/or the right to occupy and to use all rights of way required for the proper execution of the project has been acquired.
- Pursuant to 23 CFR 635.309(c)(3), all the necessary right of way has not been acquired, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to award of the construction contract.

Comments:

APPROVED: **Trey Polk**

Digitally signed by Trey Polk
Date: 2022.02.11 15:20:34 -05'00'

Trey Polk, Right of Way Acquisitions and Utilities Manager

Distribution

Robert M. White, Director, Project Delivery Bureau
Tina Bohl, Project Manager
Marvin D. Kingsbury, Programming Engineer, Planning
Craig Keller, Chief of Permits
Anthony Davis, Finance & Administration
Meredith Asselin, Finance & Administration
Elizabeth Shipley, FHWA
ROW Admin for OnBase



INTER-OFFICE MEMORANDUM

AOT - PDB - ENVIRONMENTAL SECTION

MAB ENVIRONMENTAL DOCUMENTATION CLEARANCE

TO:

DATE:

COPY:

FROM:

PROJECT: SHELBURNE STP BP18(3)

FEDERAL APPROVALS:

Section 106 Determination: _____

Section 4(f) Determination: _____

Section 6(f) Determination: _____

NEPA Documentation: _____

ENVIRONMENTAL COMMITMENTS: _____

Comments: _____

It is the responsibility of the project sponsor to comply with state and federal environmental regulations and obtain required state and federal environmental permits.



State of Vermont
Agency of Transportation
Environmental Section
Barre City Place, 4th Floor,
219 North Main Street
Barre City, VT 05641
<http://vtrans.vermont.gov/>

Mr. Matthew R. Hake, P.E.
Division Administrator
Federal Highway Administration
87 State Street, Montpelier, Vermont 05602

01/28/21

Attn: FHWA, Environmental Program Manager, via NEPA SharePoint Site
Re: Shelburne STP BP18 (3)

Dear Mr. Hake:

Project STP BP18 (3) is located along Irish Hill Road between the LaPlatte Nature Park and Thompson Road in Shelburne. Work to be performed under this contract includes construction of a 5-foot wide bituminous pavement sidewalk, an 8-foot wide pedestrian bridge, stormwater improvements, landscaping, and incidental items.

The Vermont Agency of Transportation (VTrans) has considered the potential environmental consequences of the project in accordance with the National Environmental Policy Act (NEPA). VTrans has determined that this project meets all of the criteria specified in the Programmatic Agreement entitled "Processing of Projects Eligible for Categorical Exclusion," executed 03/14/19. The project qualifies for Categorical Exclusion pursuant to 23 CFR 771.117(c)(3)(7) "Environmental Impact and Related Procedures - Categorical Exclusions" as the project consists of construction of bicycle and pedestrian lanes, paths, and facilities; and landscaping.

This project will not induce significant impacts to planned growth or land use for the area; will not require the relocation of significant numbers of people; will not have a significant impact on any natural, cultural, recreational, historic or other resource; will not involve significant air, noise, or water quality impacts; will not have significant impacts on travel patterns; and will not otherwise, either individually or cumulatively, have any significant environmental impacts.

Please contact Jeff Ramsey, Environmental Specialist Supervisor @ 802-917-4467 if you require additional information.

Respectfully,

A handwritten signature in black ink that reads "Jeff Ramsey". The signature is written in a cursive style with a large, stylized "J" and "R".

Jeff Ramsey
VTrans Environmental Specialist Supervisor

Attachments
cc: Deb Pierce, Project Manager
Project File

PROGRAMMATIC CATEGORICAL EXCLUSION CRITERIA

VTrans has determined that this project will **NOT**:

- A. X Require a temporary detour outside existing right-of-way, or a temporary wetland or stream crossing which will require non-routine mitigation, or a ramp closure, unless the following conditions are met :
 - (1) provisions are made for access by local traffic and the facility is posted accordingly,
 - (2) businesses dependent upon through traffic will not be unduly affected,
 - (3) the temporary detour or ramp closure will not interfere with local special events,
 - (4) the temporary detour, ramp closure, wetland or stream crossing will not substantially increase the environmental consequences of the action (project).
- B. X Involve construction in wetlands totaling more than 5,000 square feet of permanent impacts, requiring the Army Corp of Engineers to coordinate with resource agencies per the General Permit.
- C. X Require a Risk Analysis for an increase in 100-year flood water surface elevations, per EO 11988.
- D. X Involve construction within, or alter drainage patterns so as to adversely affect, a Sole Source Aquifer.
- E. X Require coordination with the US Fish and Wildlife Service for the preparation of a Biological Assessment for Threatened and Endangered Species, per 16 CFR Section 7.
- F. X Require acquisition of additional right-of-way (including permanent or temporary construction easements) involving: more than three acres of land per mile of roadway, or a total of 10 acres or more for a non-linear improvement (such as a bridge or an intersection), or any relocation of residences or businesses.
- G. X Require FHWA approval for changes in access control.
- H. X Involve acquisition of, or impacts upon Prime or Unique Farmland, unless a USDA Farmland Conversion Impact Rating Part VI Site Assessment has been completed and indicates Total Site Assessment Points less than 160 (doesn't apply to designated urban areas).
- I. X Cause an Adverse Effect to an archaeological or historic resource listed in, or eligible for inclusion in, the National Register of Historic Places.
- J. X Require use (permanent or temporary) of a Section 4(f) resource, unless that use meets the criteria for a de minimis or Programmatic 4(f); or involve the use of a Section 6(f) resource when compensation is required (property acquired or improved using Land and Water Conservation Funds).
- K. X Involve hazardous or residual waste liabilities subject to CERCLA and/or RCRA requirements.
- L. X Require a bridge permit from the US Coast Guard, per 23CFR 650 Subpart H.
- M. X Qualify as a Type I project and require analysis of noise abatement measures, per 23 CFR 772 and the FHWA approved VTrans Noise Policy.
- N. X Require greater than 50% Emergency Relief (ER) funding.

(NOTE: If coordination with the FHWA was required to reach this determination attach concurrence memo)

**Categorical Exclusion
Environmental Analysis Sheet**

Town Shelburne **Project No.** STP BP18 (3) **Route** Irish Hill Road

Project Setting: Urban X Village _____ Rural _____
 Traffic 5,829 vpd Year 2019 Typical _____ varies _____
 AASHTO Functional Classification Town Highway

CRITERIA OF 23 CFR771.117 (C) APPLICABLE? X YES _____ NO _____

NOTE: PROJECTS THAT MEET THE CRITERIA OF 23 CFR771.17 (C) NEED ONLY ADDRESS THOSE ISSUES MARKED WITH AN ASTERISK (*). THIS DOES NOT PRECLUDE THE NEED TO OBTAIN APPLICABLE STATE & FEDERAL CONCURRENCES & PERMITS.

1. Air Quality

Since the state of Vermont is in attainment for all the National Ambient Air Quality Standards (NAAQS) criteria pollutants (CO, Pb, NO2, O3, SO2, PM10, and PM2.5), the proposed project is exempt from conformity per 40 CFR 93.126 or 40 CFR 93.128 and is also exempt from regional conformity (regional emissions analysis requirements) per 40 CFR 93.127. Such projects may proceed toward implementation even in the absence of a conforming transportation plan and TIP. When completed, the project is not expected to result in any meaningful changes in traffic volumes, vehicle mix, or any other factor that would cause an increase in emissions impacts or contribute to violations of the NAAQS.

Urban intersection improvement Yes _____ No _____
 Project Level-of-Service (LOS) degrading to D, E, or F Yes _____ No _____
 [If "Yes" to both, then attach the Carbon Monoxide (CO) Hot-spot Analysis]

2. Noise

Type I Project (VTrans Noise Policy) Yes _____ No _____
 If yes, number of receptors impacted _____
 Mitigation Requirements _____

3. Water Quality

Lakes or Ponds
 VANR Lakes & Ponds permit Yes _____ No _____ Acquired _____

Rivers or Streams
 VANR Title 19 Consultation Yes _____ No _____ Completed _____
 Wild/ Scenic River Consultation Yes _____ No _____ Completed _____

Wetlands

* Wetland Impact area Temporary 0 Permanent 0
 * Buffer Impact area Temporary 0 Permanent 0
 * VANR Wetland Permit Yes _____ No X Acquired _____
 401 Water Quality Certification Yes _____ No _____ Acquired _____
 Stormwater Discharge Permit Yes _____ No _____ Acquired _____
 Floodplains Encroachment Yes _____ No _____
 Flood Hazard Area/
 River Corridor Permit Yes _____ No _____ Acquired _____
 Describe Hydraulic Changes _____
 Ground Water/Surface Water/Well Impacts Yes _____ No _____
 Describe/ VANR Comments _____

4. U.S. Army Corps of Engineers

Section 10 and/or Section 404 Permit Required Yes _____ No _____ Acquired _____

Permit Type _____
COE Comments _____

5. **U.S. Coast Guard**

Navigable Waters Yes _____ No _____ Involved Waterway _____
Rivers & Harbors Act Section 9 and/or
Bridge Act of 1946 Permit(s) Required Yes _____ No _____ Acquired _____
Section 144(c) "Exemption" Yes _____ No _____ Acquired _____
USCG Comments _____

* 6. **Threatened and Endangered Species and Habitat**

Present in Project Area Yes No _____
ANR Non-Game and Natural Heritage Program comments none at this time
USF&WS comments none at this time
See VTrans Biologist Natural Resource Clearance dated 08/27/20.

7. **Agricultural Land [Farmland Policy Protection Act]**

Project located in Federal-aid Urban Area Yes _____ No _____
Prime/secondary/locally important soils present Yes _____ No _____
Describe Impacts/Comments _____
Current land use (land in agricultural use) _____
Form 1006 Parts 1, III, VI, VII, completed (FHWA) Yes _____ No _____
Form 1006 Parts II, IV, V completed (NRCS) Yes _____ No _____
Vermont Department of Agriculture comments _____

*8. **Hazardous/ Residual Waste Liabilities**

Present in project area Yes _____ No
Determination from VANR Atlas Yes No _____
Determination from field visit Yes _____ No
Borings completed Yes _____ No
Petroleum related wastes Yes _____ No
CERCLA involvement Yes _____ No
Remediation required Yes _____ No

Describe There aren't any hazardous or residual waste liabilities mapped within the project area per the ANR Natural Resources Atlas online mapping 01/28/21.
See ANR Natural Resource Atlas Map.

* 9. **Historical or Archaeological Resources (Section 106)**

Historic Resources: Present in APE Yes No _____ Exempt _____
Archeological Resources: Present in APE Yes No _____ Exempt _____
Section 106 Determination No Adverse Effect issued 01/28/21
See Section 106 Memorandum for additional information.
Programmatic/ Memorandum of Agreement needed Yes _____ No Executed _____
SHPO coordination completed N/A per 2019 PA
Advisory Council coordination completed n/a

* 10. **Section 4(f) Resources**

Section 4(f) Resource(s) present in project area Yes No _____
Nature of Section 4(f)
Parks/Rec. Areas _____ Wildlife and Waterfowl Refuge _____ Historic Property

Temporary impact to a 4(f) resource Yes _____ No X
 Permanent use of 4(f) resource Yes _____ No X
 Section 4(f) Approval (check one)
 Negative Declaration _____ de minimis 4(f) _____ Programmatic 4(f) _____ Circulated 4(f) _____
 Section 4(f) Comments There are 4(f) resources within the project limits, but no effects.

***11. 6(f) Resources**

Section 6(f) involvement (LWCF Funding) Yes _____ No X
 National Park Service Conversion Approval n/a
 Section 6(f) Comments There aren't any 6(f) resources within the project limits.

*** 12. Right of Way**

New ROW Acquisition fee simple Yes _____ No X
 permanent easement Yes X No _____
 temporary easement Yes X No _____
 Description of taking Temporary construction and permanent maintenance easements.
 Improved properties acquired Yes _____ No X
 Displacements Rental Units 0 Private Homes 0 Businesses 0
 Relocation services to be provided n/a
 Properties available for relocation n/a

13. Public Participation Opportunity

Pre-Design Site Meeting Yes _____ No _____ Date _____
 Public Information Meeting Yes _____ No _____ Date _____
 Public Hearing Required (502) Yes _____ No _____ Date _____
 Comments by Local Officials/RPC's _____

14. Social and Economic Concerns

Project consistent with Local and Regional Land Use Plans Yes _____ No _____
 Describe if not, what is inconsistent? _____
 Act 250 Permit or Amendment Yes _____ No _____ Acquired _____
 Neighborhood and Community Concerns Yes _____ No _____
 _____ Churches _____ Elderly
 _____ Schools _____ Handicapped
 _____ Low Income Housing _____ Environmental Justice Exec. Order 12898
 _____ Emergency Services _____ Other
 Describe _____
 Effect on local business Yes _____ No _____ (Describe) _____
 Temp. effect on business Yes _____ No _____ (Describe) _____
 Loss of parking Yes _____ No _____ (Describe) _____
 Pedestrian Facilities Sidewalk Widths Existing _____ Proposed _____
 Bicycle Facilities Paved Shoulder Widths Existing _____ Proposed _____
 If not minimum standard (sidewalk 5ft, paved shoulder 4ft), explain _____

15. Aesthetic Considerations

Scenic Byway/VT Scenic Highway Yes _____ No _____
 Describe _____
 Comments _____

16. Effects of Temporary Detour/Bridge

Detour required Yes _____ No _____ Additional Length _____ (Attach Plans)
 Temporary bridge required Yes _____ No _____
 Impacts of Detour/Bridge _____
 Local Government coordination Yes _____ No _____ Comments _____

Field Inspection Comments _____ See supporting documentation.

Summary of Commitments and Mitigation

Describe

Emerald Ash Borer.

As of 2018, emerald ash borer (EAB), Agrilus planipennis, has been confirmed within Vermont’s borders. To provide an assurance of compliance with state and federal EAB laws the contractor shall adhere to the following:
Known EAB infestation areas are changing rapidly. Therefore the Contractor shall consult the online version of the EAB Infested Area Map (Located here: www.vtinvatives.org/land/emerald-ash-borer-vermont) on the same day cutting is to occur. If the project is located with an EAB infested area, ALL tree material, regardless of species, within the project area shall be handled in accordance with a document developed by the Vermont Department of Forests, Parks and Recreation and the Vermont Agency of Agriculture titled “Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area”, <https://vtinvatives.org/sites/default/files/images/SlowSpreadWoodVT.pdf>. Tree material shall not be moved out of state.
Alternatively, the Contractor may choose to hire a qualified professional (Arborist certified by the International Society of Arboriculture or Licensed Forester), at their own expense, to identify the presence of ash trees. Those identified ash trees would be subject to the above referenced recommendations, however other tree species would not.
The Contractor is also hereby made aware of the same potential restrictions as they relate to proposed Waste, Borrow and Staging areas under Section 105.25 Control of Waste, Borrow, and Staging Areas.

Prepared by: Jeff Ramsey 01/28/21 Reviewed by: Lee Goldstein 01/28/2021
 Signature Date Signature Date

Document Template Last Revised 03/14/19

To: Jeff Ramsey, Environmental Specialist Supervisor

FROM: Heather Voisin, Green Infrastructure Engineer

DATE: August 24, 2020

**SUBJECT: Shelburne STP BP18(3)
NEPA Stormwater Review**

Shelburne STP BP18(3) is located along Irish Hill Road between the LaPlatte River Nature Park and Thompson Road in the Town of Shelburne. Work for this project consists of construction of a 5-foot concrete sidewalk and an 8-foot wide pedestrian bridge over the LaPlatte River, stormwater improvements and related items. The new sidewalk will connect with existing sections of sidewalk.

Based on my review of the Conceptual Plans (dated 2/28/2020), I have determined that an Operational Stormwater permit is not likely required due to the limited amount of impervious surface being created by the new sidewalk. This project may be considered clear for NEPA in terms of Stormwater.

State of Vermont

Highway Division-Project Delivery Bureau-Environmental
219 N. Main Street
Barre, VT 05641
Phone (802)279-0583 (cell only)
www.aot.state.vt.us

To: Jeff Ramsey, VTrans Environmental Specialist Supervisor
From: Glenn Gingras, VTrans Biologist
Date: 8/27/2020
Subject: Shelburne STP BP18(3)
Natural Resource Clearance

Project locations/descriptions:

Shelburne STP BP18(3) involves construction of a pedestrian path and bridge along Irish Hill Road in the town of Shelburne, VT.

Stantec Consulting Engineers has completed plans dated 2/28/2020 for the project. Project documentation in the file included mapping and NEPA documentation for this project.

Wetlands/Watercourses

No wetland or waterway impacts will occur according to Stantec information in the file. The project does cross the LaPlatte River with a new bridge although the river will be completely spanned. Class I wetlands are mapped downstream of the project and will not be impacted. Appropriate erosion and sediment control measures should be in place to minimize construction disturbances within the LaPlatte River.

Wildlife Habitat

No adverse impacts to terrestrial or aquatic habitat were identified by the consultant.

Rare, Threatened and Endangered Species (R/T/E)

There are mapped occurrences of state threatened species occur within the LaPlatte River. These species are aquatic species and no impacts should occur as the bridge portion of the project spans the river. Appropriate erosion and sediment control measures should be in place to minimize construction disturbances within the LaPlatte River. If work below OHW will be required surveys and additional permitting will be required.

The northern long-eared bat, *Myotis septentrionalis* is listed federally threatened and state endangered statewide. No known hibernacula or known maternity roosts are mapped within 1 mile of the project. Suitable potential habitat for this species include trees for roosting and foraging as well as bridge structures for roosting. No acoustic survey was not completed at this site. The project will comply with VT Fish and Wildlife northern long eared bat guidelines and USFWS guidelines. Minimal tree cutting will occur, and TOY restrictions are not proposed.

Agricultural Soils

No mapped prime agricultural soils will be impacted as part of this project.

Conclusion

No significant impacts to regulated natural resources will occur because of this project.

References

Agency of Natural Resources, Natural Resource Atlas 2020, viewed 8/27/2020, <https://anrmaps.vermont.gov/websites/anra5/>

Vermont Fish and Wildlife Department. 2017. Regulatory Review Guidance for Protecting the Northern Long-eared Bats and its Habitats, viewed May 13, 2020, [https://vtfishandwildlife.com/sites/fishandwildlife/files/documents/Conserve/RegulatoryReview/Guidelines/Regulatory_Review_Guidelines_for_Protecting_Northern_%20Long-eared_Bats_and_Their_Habitats_\(2-2017\).pdf](https://vtfishandwildlife.com/sites/fishandwildlife/files/documents/Conserve/RegulatoryReview/Guidelines/Regulatory_Review_Guidelines_for_Protecting_Northern_%20Long-eared_Bats_and_Their_Habitats_(2-2017).pdf)

Special Provision Language

Notice to Bidders: This project shall be subject to Avoidance and Minimization Measures to protect the habitat and hibernacula of the northern long-eared bat. It is anticipated that the Contractor will be required to cut trees ≥ 3 " in diameter and/or conduct bridge related activities within the identified project limits as part of the work. An assessment of the project limits resulted in a finding of no suitable habitat. Therefore, tree cutting, and bridge related activities, within the project limits may occur without any TOY restrictions.

The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees ≥ 3 " in diameter outside of the contract project limits shall require further review under Section 105.25 Control of Waste, Borrow, and Staging Areas.

Vermont Agency of Transportation
Environmental Section/Highway Division/Project Delivery Bureau
Barre City Place
219 Main St.
Barre City, Vermont 05641



Jeannine Russell
VTrans Archaeology Officer
802-477-3460
jeannine.russell@vermont.gov

Judith Williams Ehrlich
VTrans Historic Preservation Officer
802-595-3744
judith.ehrlich@vermont.gov

SECTION 106 PROJECT REVIEW MEMORANDUM

To: Project File; VT SHPO

Date: January 28, 2021

Subject: NO ADVERSE EFFECT

Project Name: Shelburne (Irish Hill Sidewalk and Pedestrian Bridge Project)

Project Number: STP BP18(3)

Location: Shelburne, Vermont

Distribution: Laura Trieschmann, State Historic Preservation Officer
Jeff Ramsey, VTrans Environmental Specialist Supervisor

The Vermont Agency of Transportation (VTrans) has reviewed this project according to the standards and procedures detailed in the *Programmatic Agreement Among the Federal Highway Administration, the Vermont State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Vermont Agency of Transportation Regarding the Federal-Aid Highway Program in Vermont* executed in 2019 (2019 PA). Completion of this form in accordance with the 2019 PA demonstrates that FHWA has satisfied its Section 106 responsibilities for this project.

Project Description and Location

Shelburne STP BP18(3) is located along Falls Road/Irish Hill Road between the LaPlatte River Nature Park and Thompson Road in the Town of Shelburne. Work for this project consists of construction of a 5-foot concrete sidewalk and an 8-foot-wide pedestrian bridge, stormwater improvements and related items. The new sidewalk will connect with existing sidewalk east of the bridge. The majority of the project area is within the Shelburne Falls historic district, which contains historic residential properties.

Conceptual Plans dated 2-28-20 were used in determining the APE for this project.

APE Description

In defining the project Area of Potential Effect (APE) and determining appropriate identification efforts, the potential direct, indirect, and cumulative effects of the project have been considered, including the possible effects to known or potential historic and/or archaeologically sensitive properties and their aspects of integrity both within and beyond the project limits based on the scope, scale, nature, setting, topography, and other environmental factors associated with the project, such as views from and towards the project area and the potential for long-term effects.

Direct effects for this project include those areas directly adjacent to the north side of Irish Hill Road for an average of 20 feet from edge of roadway for sidewalk impacts to a max of approximately 35 feet for pedestrian bridge. The APE is drawn in red on plan sheets included in this memo.

Due to the nature and scale of the project and proximity of buildings to the project APE for direct effects, there is potential for additional, reasonably foreseeable impacts to historic resources associated with this project that may occur later in time, be farther removed in distance, or be cumulative, such as visual impacts. Consequently, VTrans has determined that an APE for indirect effects extends to the properties at all four corners of the proposed new bridge and those properties immediately adjacent to or across the street from the proposed new sidewalk. Please see below for the aerial view of the APE for indirect effects.

Archaeological Resources

UVM CAP was hired to conduct an archaeological resources assessment for the project area in 2011 (see report dated May 20, 2011 sent separately). The project is located adjacent to the LaPlatte River at Shelburne Falls. Several historic properties were once located here including a blacksmith shop, gristmill and sawmill (1857 Wallings map). The blacksmith shop and sawmill are still visible on the 1869 Beers map, however, the gristmill is gone by 1869. There is a grist mill shown further to the north and it is unclear if this is a different property or the same one shown at a more accurate location.

CAP's report notes that there are no known Pre-Contact sites within or directly adjacent to the proposed project although 3 sites are located approximately 500 meters (0.3 miles) away from the project. The closest one at 530 meters is located to the northeast on a terrace overlooking the LaPlatte River.

CAP archaeology staff conducted a site visit to determine if there was the potential for archaeological sites to exist within the project boundaries. The field visit confirmed that the entire path alignment is within the slope along the northern side of Irish Hill Road. Obvious signs of previous disturbance were also noted along the proposed path alignment including a waterline, manhole covers, hydrant and pipe valves. In addition, since the entire path will be confined to the northern side of the road, there will be no impacts to the historic period archaeological site VT-CH-252 that consists of a large mill and dam complex.

Above-Ground Historic Resources

The majority of this project is located within the boundaries of the Shelburne Falls Historic District, which is being nominated for listing on the National Register of Historic Places. (A short segment of proposed sidewalk continues outside the eastern boundary.) The Vermont Advisory Council on Historic Preservation reviewed the draft National Register nomination on

January 21, 2021 and approved forwarding it to the National Park Service once some minor revisions are completed.

The proposed new bridge and related sidewalk sections at the western end of the project area cross the LaPlatte River within the historic district, but in an area where there are no contributing resources. The long section of sidewalk further east of the river at the eastern end of the project area is proposed to be installed on the north side of Irish Hill Road in front of 97 Irish Hill Road, which is the Benjamin Irish House and #17 in the historic district, and 69 Irish Hill Road, which is the Ira Andrews House and #18 in the district. Both properties are considered historic and contributing resources within the historic district. One property is located across the street from the proposed new sidewalk on the south side of Irish Hill Road and across the street from #17 and #18. This third property is located at 82 Irish Hill Road and is #16 in the historic district. It is known as the John Jennison House and is also a contributing historic resource within the historic district.

Below is an excerpt from the Narrative Description in the Shelburne Falls Historic District National Register nomination:

The Shelburne Falls Historic District consists of primarily vernacular, wood-frame Greek Revival and Queen Anne style houses and outbuildings built from the mid-nineteenth century to the turn of the twentieth century. The oldest houses (HD #12, HD #17, HD #18, and HD #21), dating from the late-eighteenth and early-nineteenth centuries, are located in the closest proximity to the LaPlatte River, which marked the center of commerce and manufacturing in Shelburne Falls. Most of the non-contributing buildings were constructed after 1927, the end of the Period of Significance, and are primarily 1950s and 1960s-era ranch, raised ranch, split-level, and cape houses. Five older buildings, constructed during the period of significance, are non-contributing due to alterations and a lack of historic integrity.

Falls Road is an asphalt, two-lane road with 1½ and 2½ story houses of uniform setbacks on either side. There is a concrete sidewalk with a narrow greenbelt on the north side of the road that terminates on the west side of the bridge. Irish Hill Road, the continuation of Falls Road to the east of the bridge, runs along a steep, east-west sloping hill and contains a cluster of 1½ story houses spaced slightly farther apart than the buildings on Falls Road.

The informal landscaping throughout the district features open lawns with deciduous and coniferous trees on their periphery. The district also features wooded areas along the banks of the LaPlatte River and to the southeast of the intersection of Thomas Road and Irish Hill Road.

There are no other historic properties within the project's APE for direct or indirect effects.

Public Participation

This project has been the subject of a warned public meeting explaining the project and seeking public comment, which was favorable to the proposed design. The meeting was held on January 13, 2020 at the Shelburne Library.

Analysis

As noted in the excerpt from the National Register nomination above, there is an existing concrete sidewalk on the north side of Falls Road that culminates west of the road bridge. The current proposed project involves extending this sidewalk easterly and installing a prefabricated pedestrian bridge over the river just north of the road bridge to connect the sidewalk on Falls Road with an existing length of the sidewalk on Irish Hill Road. At this time, the town is considering two bridge designs and will choose either the Connector pedestrian bridge or the Link pedestrian bridge (see images below). Another new section of concrete sidewalk will be constructed along the north side of Irish Hill Road east of the existing segment.

Installation of the proposed bridge and related short sidewalk sections at the western end of the project will be undertaken within an area of the Shelburne Falls Historic District where there are no contributing resources to the district so the new bridge will not be immediately adjacent to any historic properties. In fact, there are recently constructed residential buildings in the northeast bridge quadrant that were excluded from the historic district boundaries. As there are recently constructed properties and other non-historic properties in the vicinity of the proposed new pedestrian bridge, VTrans has determined that a new bridge in this area of the historic district is in keeping with the on-going development of the immediate area and will not have a negative visual effect on the overall Shelburne Falls Historic District. Both designs being proposed for the new pedestrian bridge are appropriate for this setting.

Construction of the sidewalk at the eastern end of the project will occur within the state-owned right of way in front of the historic properties at 69 and 97 Irish Hill Road on the north side of the road. The project originally called for the new sidewalk to be within eight feet of the historic house at 97 Irish Hill Road, but VTrans worked with the town and project designers to move the sidewalk away from the house by two feet. While the overall context of this historic property within the town has changed over the years, it still retains a fairly open setting as it did originally. A new sidewalk will change the property's setting, but the change is minimized because the sidewalk was moved closer to the road so that there is a 10-foot buffer between the sidewalk and building. The existing landscaping in front of the building will be removed during construction, but a landscaping plan has been developed in consultation with the property owner and will be implemented once the sidewalk is constructed. Several older trees will also be removed as these were determined to be deteriorating and hazardous. With a 10-foot buffer between the house and the appropriate landscaping plan, the project will not adversely affect the historic house at 97 Irish Hill Road.

Next, there will be approximately 35 feet between the edge of the sidewalk and the house at 69 Irish Hill Road, to the west of 97 Irish Hill Road, which will have a minimal effect on the setting of this historic property because of the distance. Finally, because the house at 82 Irish Hill Road is across the street from the proposed new sidewalk and there is already concrete sidewalk located nearby, the project will have only a minimal effect on the setting of this historic property. There are segments of sidewalk already within the APE for indirect effects, which is within the Shelburne Falls Historic District, so the construction of additional connecting sidewalks is not anticipated to adversely affect the overall historic district.

Although several archaeologically sensitive areas were noted close to the project, none of them are inside or directly adjacent to the project. The sensitive areas for Pre-Contact archaeology are located in the back yards of the properties along Irish Hill Road and the historic period site VT-

CH_252 is on the south side of the road and will be avoided by the proposed project alignment. In conclusion, there are no archaeological concerns with this project as currently designed.

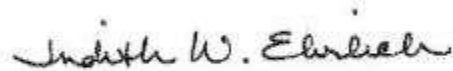
Therefore, based on the analysis above, VTrans has determined that this project will result in a determination of No Adverse Effect to historic and archaeological properties.

If project plans change to include new activities outside the previously reviewed APE or if the project changes significantly to increase or relocate the APE, VTrans project managers will re-submit the project for further cultural resource evaluation.

By copy of this document, and as required by Section 4(f) regulations, VTrans hereby informs the State Historic Preservation Officer that based on the Section 106 determination of No Adverse Effect for the permanent easements detailed in this letter, we will be recommending to FHWA a Section 4(f) de minimis impact finding for the easements on this project.

Vermont Agency of Transportation:

The above information substantiates VTrans' findings and recommended determination of NO ADVERSE EFFECT for the above project.



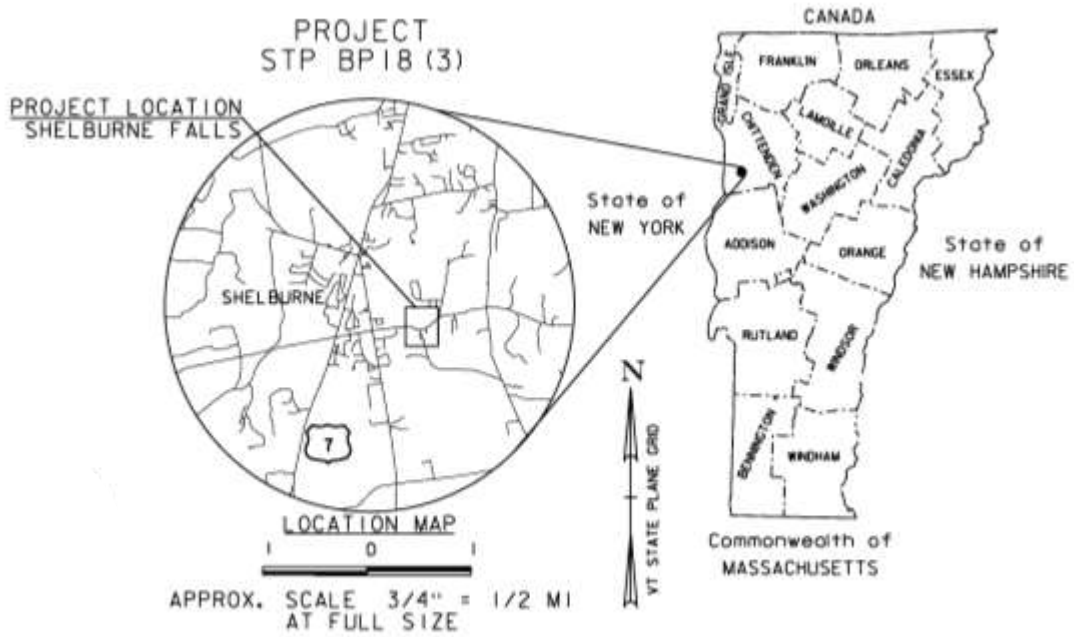
Jeannine Russell
VTrans Archaeology Officer

Judith Williams Ehrlich
VTrans Historic Preservation Officer

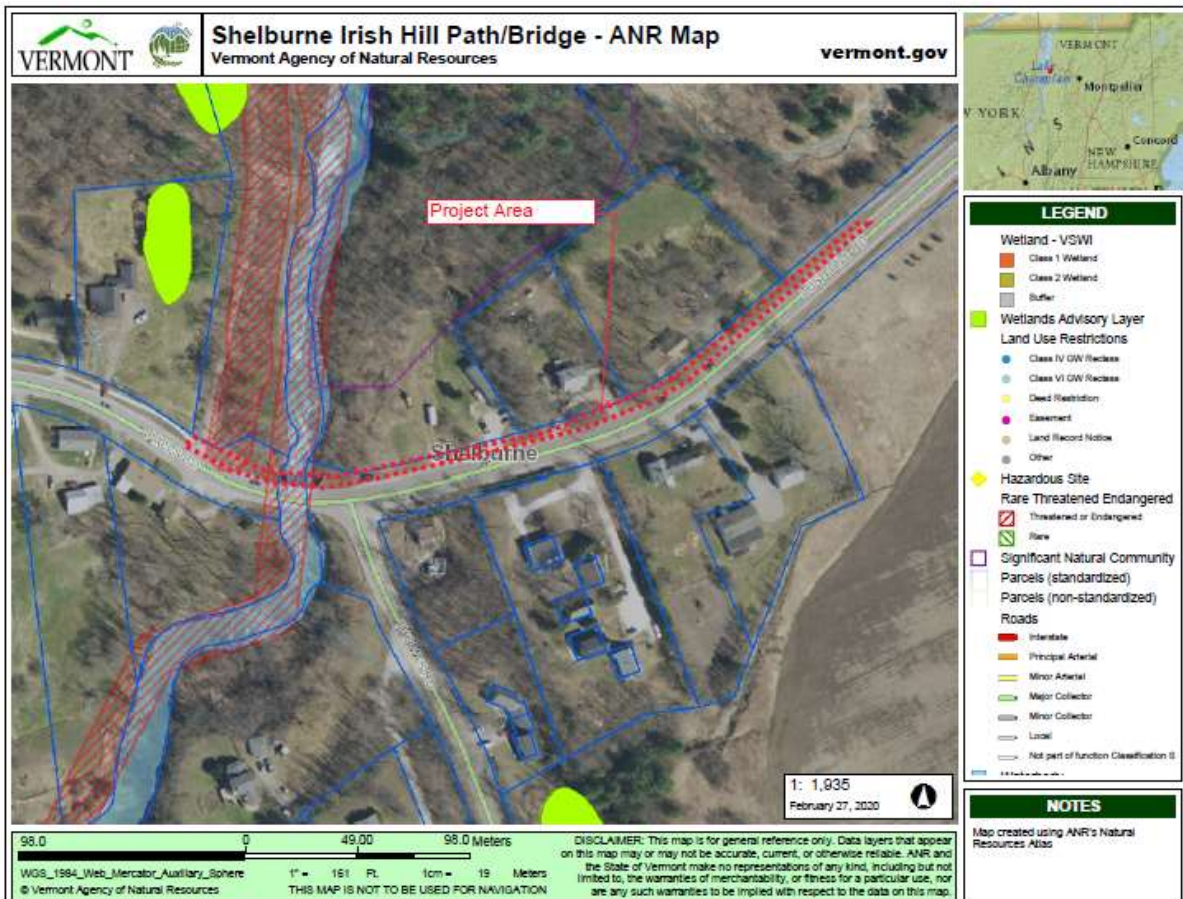
Attachments:

- Survey Form(s) *Required if affecting a historic resource without or with an outdated survey form*
- Photos
- Map
- Report(s) UVM CAP Arch Resources Assessment (May, 2011) sent separately
- Plan Sheets
- Other:

Images and Illustrations



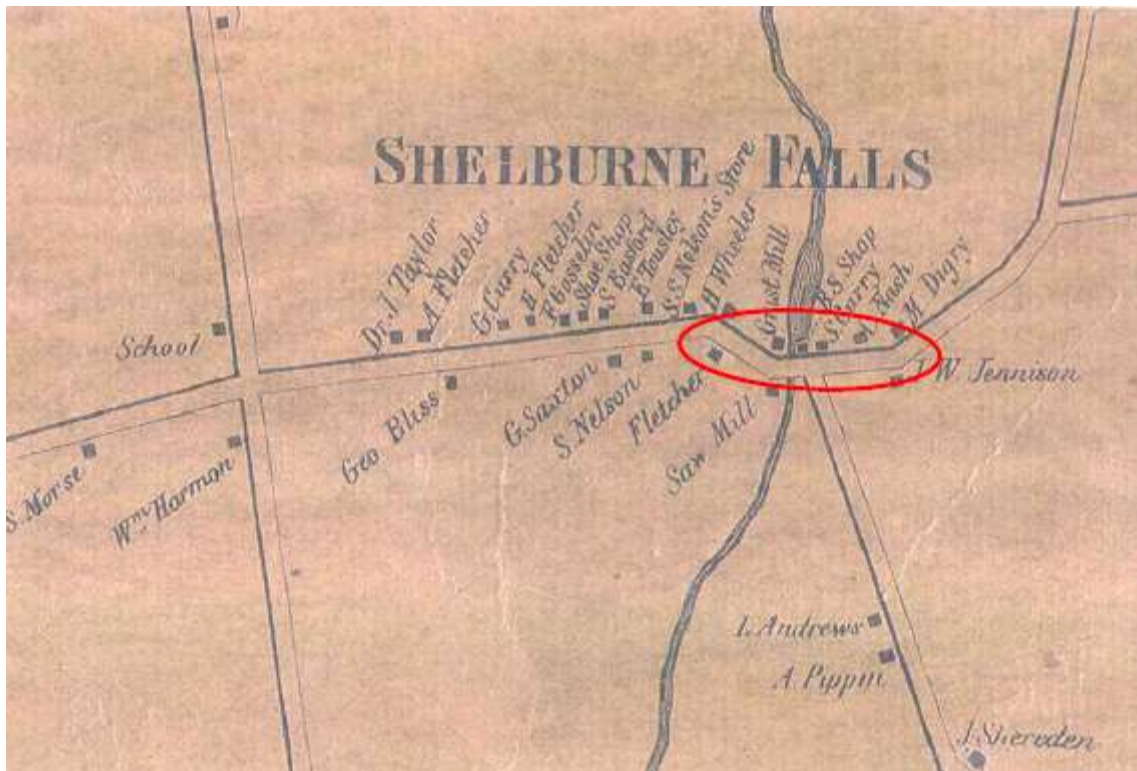
Project location maps



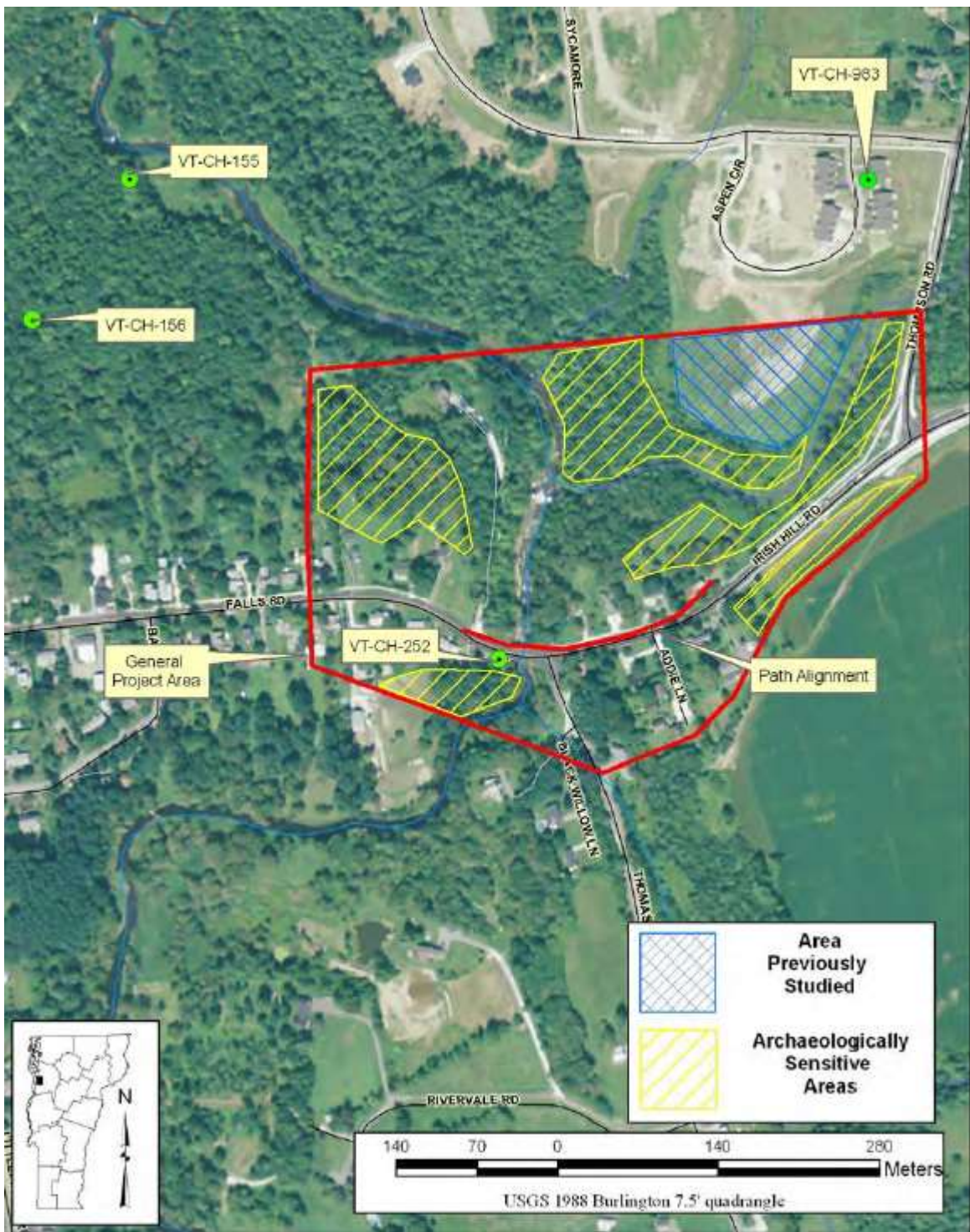
Map showing project location (red dots)



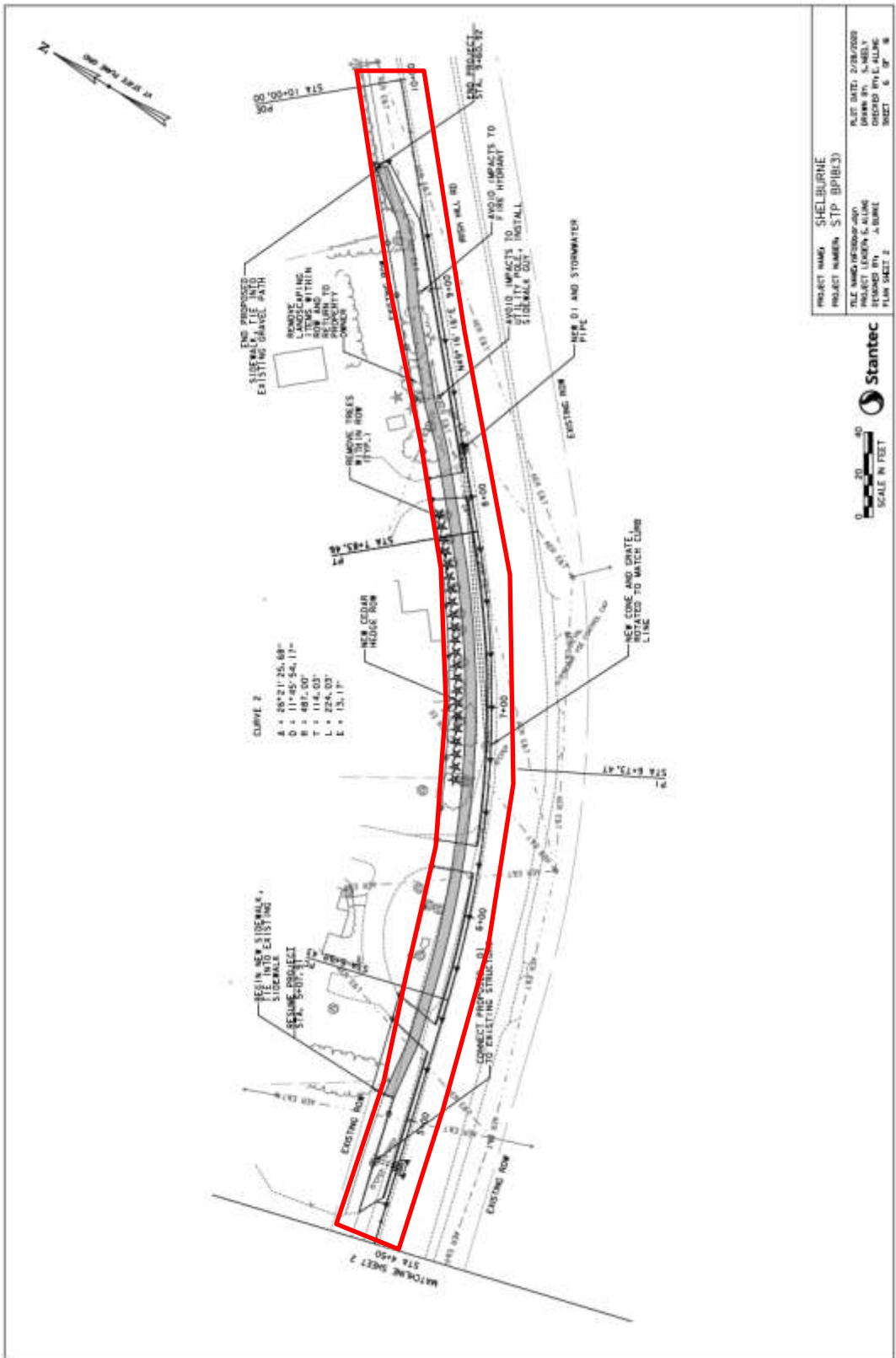
Aerial image showing project location



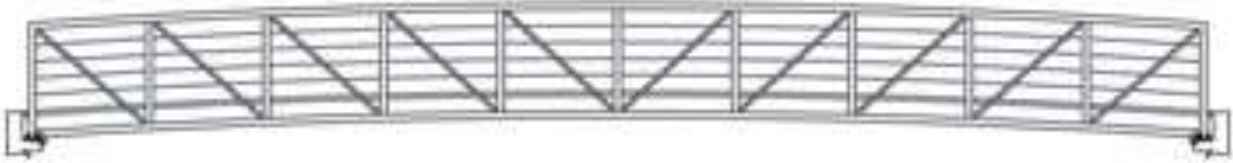
Wallings map showing project location and historic properties (1857)



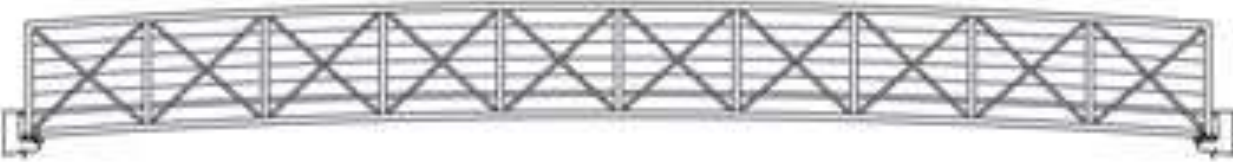
Map from UVM CAP report showing known archaeological sites, previous study area in blue
 And current project location with proposed path alignment.



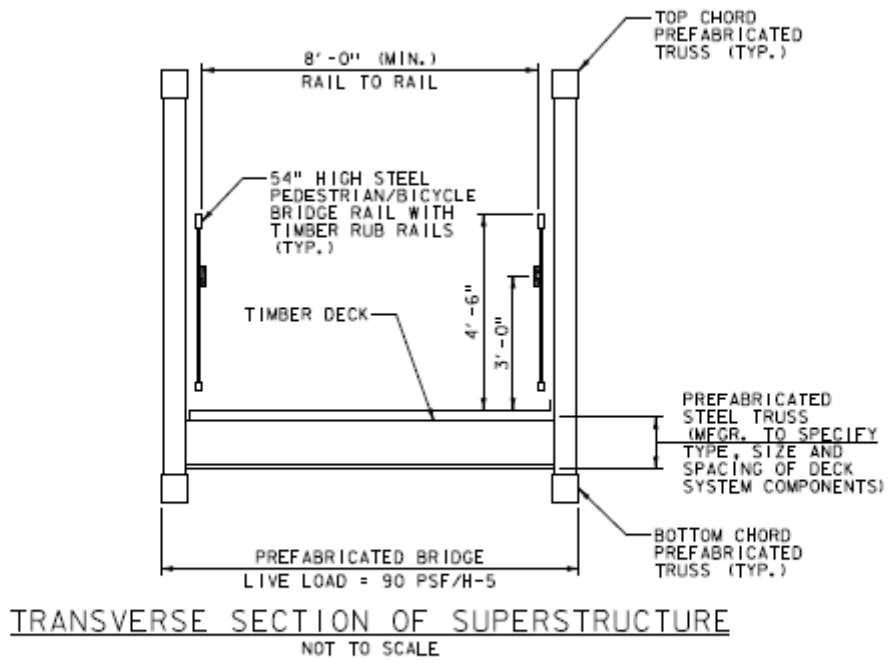
Conceptual Plans showing Direct Effects APE in red



Connector pedestrian bridge elevation.



Link pedestrian bridge elevation.



Transverse section of proposed pedestrian bridge showing anticipated width and rail dimensions.



Aerial view of project area. The red lines indicate the general area where proposed project will occur. Blue lines indicate locations of existing sidewalk. The yellow areas indicate the APE for indirect effects.



Street view of western end of the project area facing northeast. Note existing sidewalk at far left. Sign for Nature Center in center of photo.



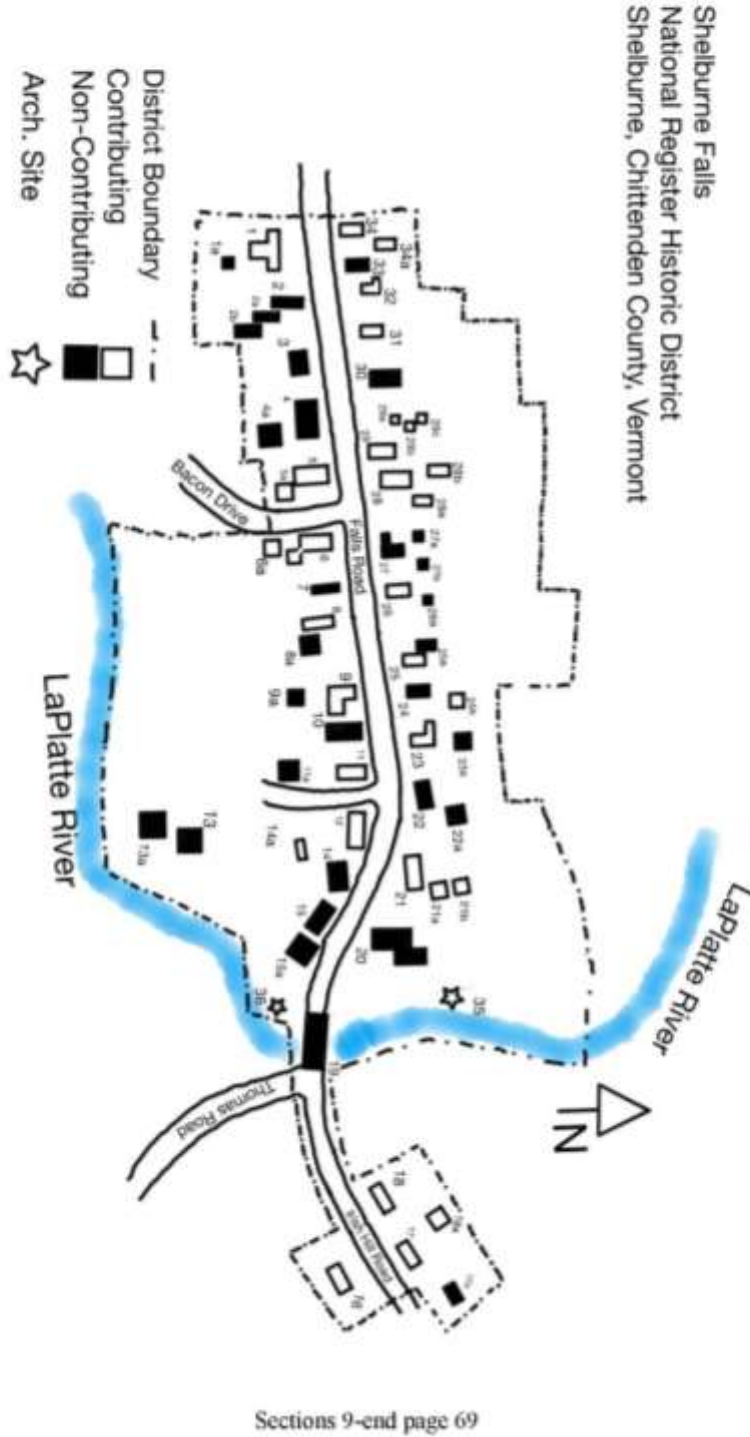
Photo from bridge facing northeast in area of pedestrian bridge. Existing sideealk can be seen in right part of photo.



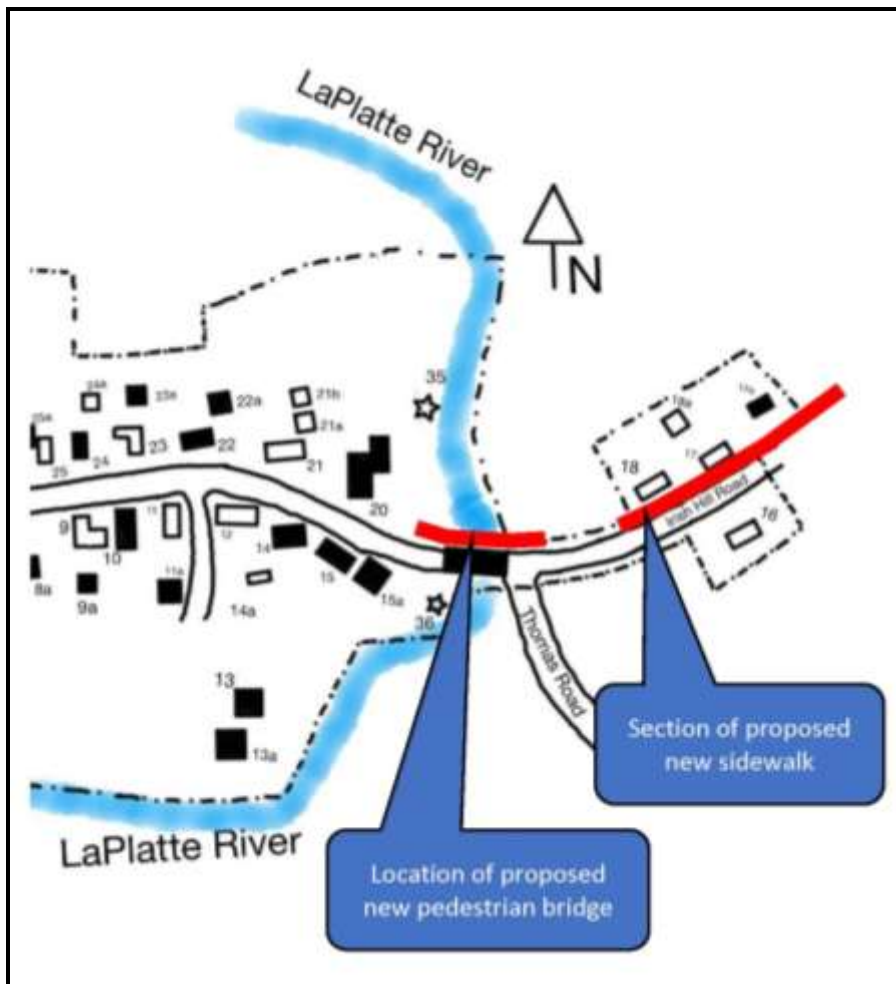
Location of proposed pedestrian bridge facing west. Existing sidewalk in foreground.

Shelburne Falls Historic District
Name of Property

Chittenden, Vermont
County and State



Map of proposed Shelburne Falls Historic District from the Shelburne Falls Historic District National Register nomination.



Detail of historic district map showing project areas depicted by red lines. The western project area includes the bridge and short sections of sidewalk on either end of the bridge to connect the bridge to existing sidewalk. The eastern project area includes new a length of new sidewalk.

Part 2 – Grant Agreement

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 **Town of Shelburne**, a local government, with its principal place of business at **Shelburne Town Offices, 5420 Shelburne Road, Shelburne, Vermont 05482**, (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 **Shelburne STP BP18(3)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
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. 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.
5. 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.
6. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.
7. 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 (12/15/2017)
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

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
TOWN OF SHELBURNE

Signature:  _____

Name: Joe Flynn

Title: Secretary of Transportation

Date: February 01, 2019

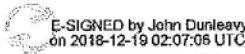
Signature:  _____

Name: Lee Krohn

Title: Town Manager

Date: January 31, 2019

APPROVED AS TO FORM:



ASSISTANT ATTORNEY GENERAL

STATE OF VERMONT GRANT AGREEMENT Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: CA0574 ² Original Amendment #

³ Grant Title: Shelburne STP BP18(3)

⁴ Amount Previously Awarded: \$ 0.00 ⁵ Amount Awarded This Action: \$ 579,200.00 ⁶ Total Award Amount: \$ 579,200.00

⁷ Award Start Date: 08/28/2018 ⁸ Award End Date: 06/30/2023 ⁹ Subrecipient Award: YES NO

¹⁰ Vendor #: 0000040151 ¹¹ Grantee Name: TOWN OF SHELburne

¹² Grantee Address: Shelburne Town Offices, 5420 Shelburne Road

¹³ City: Shelburne ¹⁴ State: VT ¹⁵ Zip Code: 05482

¹⁶ State Granting Agency: Vermont Agency of Transportation ¹⁷ Business Unit: 08126

¹⁸ Performance Measures: YES NO ¹⁹ Match/In-Kind: \$ 115,840.00 Description: Required Matching Funds

²⁰ If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 099681488 ²² Indirect Rate: 0 % ²³ FFATA: YES NO

²⁴ Grantee Fiscal Year End Month (MM format): 06 (Approved rate or de minimis 10%) ²⁵ R&D:

²⁶ DUNS Registered 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	\$ 0.00	\$ 0.00	\$ 0.00	
Special Fund	\$ 0.00	\$ 0.00	\$ 0.00	
Global Commitment (non-subrecipient funds)	\$ 0.00	\$ 0.00	\$ 0.00	
Other State Funds	\$ 0.00	\$ 0.00	\$ 0.00	

FEDERAL FUNDS
(includes subrecipient Global Commitment funds)

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	Required Federal Award Information		
					³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
20.205	Highway Planning & Construction	\$ 0.00	\$ 579,200.00	\$ 579,200.00	APFF		\$ 0.00
³⁹ Federal Awarding Agency: Federal Highway Administration		⁴⁰ Federal Award Project Description:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Description:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Description:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Description:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Description:					
Total Awarded - All Funds		\$ 0.00	\$ 579,200.00	\$ 579,200.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Chris Hunt	NAME: Lee Krohn
TITLE: Project Supervisor	TITLE: Town Manager
PHONE: 802-595-4556	PHONE: 802-985-5111
EMAIL: chris.hunt@vermont.gov	EMAIL: lkrohn@shelburnevt.org

Effective 12/26/2014

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:

Town	Shelburne
Location	Irish Hill Road
Description	Installation of a prefabricated bridge and construction of new sidewalk along north side of Irish Hill Road (and small section of Falls Road) in Shelburne, Vermont.

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. Municipal Project Manager (MPM). All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full-time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

5. Federal Environmental Documentation: Duties of MPM. As appropriate, the MPM 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 MPM. Prior to advertising the Project for construction, the MPM will:

(a) The MPM 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 MPM 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. Expedient 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 Director, 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 total available State/federal funds to the Subrecipient:

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$579,200	\$0	\$144,800	\$724,000

*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 in State funds and \$579,200 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 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: **Chris Hunt, Project Supervisor**
Division: Municipal Assistance Bureau
Address: Vermont Agency of Transportation
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.

**AGREEMENT FOR PROJECT MANAGEMENT SERVICES
BY AND BETWEEN THE TOWN OF SHELBURNE AND
CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION**

**RE: SHELBURNE STP BP18 (3) – CA0574, IRISH HILL ROAD SIDEWALK AND
PEDESTRIAN BRIDGE PROJECT**

THIS AGREEMENT is made this 9th day of April, 2019 by and between the **TOWN OF SHELBURNE** hereinafter referred to as the TOWN, and the **CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION**, the region's metropolitan planning organization, with its business office at 110 West Canal Street, Suite 202, Winooski, VT 05404, hereinafter referred to as CCRPC.

CCRPC agrees to act as project manager for the above referenced Town of Shelburne Irish Hill Road Sidewalk and Pedestrian Bridge Construction Project. Parties recognize that eighty percent of eligible costs for the project will be reimbursed using a Bicycle and Pedestrian grant awarded by the Vermont Agency of Transportation, hereinafter referred to as VTrans. This project consists of designing and constructing approximately 1,900 feet of new 5-foot wide concrete sidewalk along the north side of Irish Hill Road and installing a prefabricated pedestrian bridge over the LaPlatte River. It is expected that improvements will occur within the Town's right-of-way (ROW) on Irish Hill Road.

I. GENERAL TERMS AND CONDITIONS

- A. CCRPC will act as the TOWN's Municipal Project Manager (MPM) and provide services in accordance with the steps outlined in the overall Scope of Services which is included as Attachment A.
- B. This Agreement shall be effective upon signing of both parties, and shall be completed on the closeout of the project, expected no later than **December 31, 2023**.
- C. The scope of this Agreement may be expanded or lessened by written amendment or modification signed and exchanged by both parties and approved by VTrans.
- D. Any other changes, modifications, or amendments in the terms and conditions of this Agreement shall be written and signed by the duly authorized representatives of CCRPC and the TOWN.
- E. Reasonable extensions of time for completing the work may be granted in writing by the TOWN, if CCRPC can demonstrate that it was unavoidably delayed by circumstances beyond its control.
- F. Either party may terminate this Agreement by giving a 30-day written notice. Upon receipt of such notice, CCRPC will conclude any work in progress and shall not commence any new work pursuant to the Agreement. All costs and fees earned prior to the date of termination shall be reimbursed to CCRPC by the TOWN.
- G. The parties agree that CCRPC, and any agents and employees of CCRPC, shall act in an independent capacity and not as officers or employees of the TOWN.
- H. Ownership of all data and materials collected under this Agreement shall remain with the TOWN and VTrans.
- I. CCRPC agrees to indemnify and hold the TOWN harmless from and against any loss, liability, claim, demand or suit caused by, due to, or arising out of the Agreement of CCRPC in

performance of the Agreement or for any act or omission of CCRPC or any of its agents, officers and employees.

II. RESPONSIBILITY OF CCRPC

- A. CCRPC staff will work with, and be responsible to, the TOWN in providing the services listed in Attachment A.
- B. CCRPC shall assist with maintaining all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- C. CCRPC shall invoice the TOWN on a periodic basis for costs incurred on this project.
- D. CCRPC shall provide to the TOWN copies of all documents generated under this project.
- E. CCRPC shall provide to the TOWN a certificate of insurance and naming the TOWN as an additional insured.

III. RESPONSIBILITY OF THE TOWN

- A. The TOWN will retain any attorneys that may be required in connection with activities being undertaken as part of the project.
- B. The TOWN shall assume responsibility for assisting CCRPC insofar as reasonably possible for the purpose of efficiency, but nothing herein shall be construed as relieving CCRPC of its responsibility to provide the services described in this Agreement.
- C. In consideration of the services to be provided by CCRPC, the TOWN shall pay CCRPC an agreed upon hourly rate, after review and approval of invoices, by the TOWN controller, submitted in accordance with the provisions of Section II. C.
- D. The TOWN will approve final selection of construction engineers and contractors involved in the project.
- E. The TOWN will make the final design decisions pertaining to the project.
- F. The TOWN will be the ultimate authority with regards to construction decisions and change orders.
- G. The TOWN will procure any auditors that may be required to account for the expenditure of the grant funds that support the project.

IV. SUBCONTRACTS

- A. No subcontract may be awarded by CCRPC, the purpose of which is to fulfill in whole or part the provision of any services assigned to CCRPC in Section II of this agreement, without the prior written approval of the TOWN.

V. CONTRACT NOT-TO-EXCEED AMOUNT

- A. CCRPC will be compensated as set forth in Section III. C. and Attachment A, however, such compensation will not exceed **\$52,000.00**.
 - 1. CCRPC will submit invoices to the TOWN identifying the personnel and the time worked, mileage and other expenses, the rate being charged, and the program management service(s) performed.
- B. CCRPC shall be responsible for expenditures above and beyond the amounts agreed to in this Agreement for Local Project Management Services.

VI. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING PROVISIONS:

A. Agreements and Procurement

CCRPC shall follow procurement standards which are in accordance with applicable Federal and State laws and regulations and local ordinances.

CCRPC, by signing this Agreement, certifies that all procurement shall be accomplished in accordance with the provisions of these adopted procedures.

B. Equal Opportunity

During the performance of this Agreement, CCRPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or physical disability.

CCRPC shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). CCRPC shall also comply with the rules, regulations, and relevant orders of the Secretary of Labor, DOT Regulation 49 CFR 21 through Appendix C, and DOT Regulation 23 CFR 710.405(b). Accordingly all subcontracts shall include reference to the above.

CCRPC shall comply with all the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

C. 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.

D. Interest of Parties

No officer, member, or employee of the TOWN or CCRPC, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

E. Compliance with Local Laws

CCRPC and the TOWN shall comply with all applicable laws, ordinances, and codes of the State and local government.

F. Assignability

CCRPC shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the TOWN, provided, however, that claims for money due or to become due CCRPC from the TOWN under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

G. Governing Law

Unless otherwise specified, this Agreement shall be covered by the laws of Vermont, and the legal requirements incumbent upon the parties of this Agreement as a result of the TOWN's utilization of funds within this Agreement provided by the State.

H. Extent of the Agreement

This Agreement and the attached Scope of Services represent the entire and integrated Agreement between the TOWN and CCRPC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CCRPC and the TOWN.

TOWN OF SHELBURNE



Lee Krohn, Town Manager

9-9-19

Date

CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION



Christopher D. Roy, CCRPC Board Chair

9/17/19

Date

ATTACHMENT A

Scope for Services for Municipal Project Manager

SHELBURNE STP BP18 (3)-CA0574

The Town of Shelburne has entered into an agreement with the Vermont Agency of Transportation to develop a project to design and construct approximately 1,900 feet of 5 ft wide concrete sidewalk along the north side of Irish Hill Road and install a prefabricated pedestrian bridge over the LaPlatte River. This project is funded in part by the Federal Highway Administration and the Vermont Agency of Transportation. Accordingly, all aspects of project development, from developing a purpose and need statement to constructing the project, must conform to federal and state regulations. The Municipality has agreed to provide the project management. The Agency of Transportation will designate a VTrans Project Supervisor to assist the Municipality in meeting the necessary requirements and ensure that the agreed upon project funds are allocated for project use. The total grant award is \$ 579,200 and the required local match is 20% of the project cost.

The Town of Shelburne has decided to contract services to fulfill its responsibilities with regard to project management. Those who assume such duties will herein be referred to as the Municipal Project Manager (MPM). VTrans will be providing oversight of project development as well as developing guidance relative to the various aspects of project development. As part of this guidance, VTrans has developed a "Project Development Process" chart and Municipal Assistance Bureau Guide that provide an overview of the process. The duties of the MPM shall include:

- Responsibility for coordinating all project activities and monitoring all aspects of project development on behalf of the municipality while acting as liaison between the Municipality, VTrans, consultants, and/or contractors as necessary. The MPM is responsible for ensuring adherence to federal and state rules and regulations relative to developing and constructing a project.
- Review and monitor a master schedule to coordinate all activities necessary for: completing the project design, coordinating all necessary permits and approvals, relocating conflicting utilities, acquiring and clearing all rights-of-way, and preparing bid documents.
- Prepare Request for Proposals / Qualifications and Scope of Services for any and all consulting needs subject to VTrans approval. MPM will act as member of selection team and assume responsibility for documenting this process.
- Ensure that all provisions of consulting/contracting contracts are met and submitted on time and within cost limits. MPM will be responsible for any and all contract administration.
- Review all project invoices for accuracy, completeness and reasonableness. These invoices will then be forwarded to VTrans with a statement attesting to the previous statement and a request for reimbursement.
- Provide regular progress reports to the Municipality and to VTrans with invoices.
- Identify, obtain approval of, and implement procedures for facilitating development of the project.
- Arrange for, participate in, and provide follow-up documentation of all project-related discussions, meetings or hearings.
- Monitor that any permit mandates, conditions and stipulations are incorporated in the project design.

- Seek approval for, document and obtain any waivers of design criteria if deemed necessary.
- Assume responsibility for the review of project plans and documents. Within the constraints of the review, the MPM will be responsible for exploring design options to improve constructability, reduce costs and expedite construction.
- Assist the municipality in resolution of all right-of-way issues. The MPM will provide or obtain certification to VTrans that the right-of-way issues have been resolved in accordance with all applicable federal and state laws and regulations.
- Assist the municipality with utility and/or railroad issues for the project. The MPM will provide assurances to VTrans that federal and state laws and regulations have been complied with.
- Review the project for compliance with all federal, state and local laws, ordinances, regulations and permit requirements, including environmental permitting. The MPM will provide certification to VTrans attesting that all requirements have been met and all permits have been obtained. Note: An overview of the Environmental Permitting process may be requested through the VTrans Project Supervisor.
- Secure certification that the design meets all applicable standards, codes, and requirements for design and public safety standards.
- Secure and submit to VTrans documentation by an engineer registered under the laws of the State of Vermont to practice structural or civil engineering attesting to the required structural capacity requirements for all bridges. Provide certification from an engineer of adherence of all traffic control devices per the Manual on Uniform Traffic Control Devices.
- Secure statement to VTrans as to which permits, agreements and clearances have been secured and which ones are not applicable to the project.
- Assist the municipality in preparing a bid package for construction, in conformance with federal and state regulations. Once bids are received and opened, assist municipality in determining whether apparent low bidder is responsible. Prepare contract for municipality with low bidder.
- Provide project administration of project during construction.
- Secure certification to VTrans that the project was constructed as designed and all materials used in the project were as specified.
- Keep a master project file, to become the possession of the Municipality once the project is completed. Should any additional information be necessary to meet any reviews of the project, such as an audit, the MPM will be responsible for providing or securing this.