

CONTRACT FOR PROFESSIONAL CONSULTANTS

**PROJECT: South Hero Meeting House - Rehab & Adaptive Reuse
#320 US Route 2, South Hero, VT 05486**

Town of South Hero, PO Box 175, South Hero, VT 05486
802-372-5552

1. **Parties:** This is a contract for professional services between the Town of South Hero, Vermont (Municipality) and Arnold & Scangas Architects (Consultant), its principal place of business in St. Albans Vermont.
2. **Scope of Work:** The Consultant agrees to provide; architectural, engineering, environmental, and historical reviews including written reports related to the South Hero Meeting House Rehab & Adaptive Reuse Project. The detailed scope of work that the Consultant will provide is described in Attachment A.
3. **Contract Sum Total:** In consideration of the services to be performed by Consultant, Municipality agrees to pay Consultant, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$30,327 with this amount being all inclusive and including all reimburseables.
4. **Contract Term:** July 12,2021 - February 28,2022.
5. **Amendment(s):** No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Consultant and Municipality.
6. **Termination Clause:** This contract may be canceled by either party by giving written notice at least 15 days in advance.
7. **Attachments:** This contract consists of 5 pages including the following Attachments that are incorporated herein:
 - Attachment A: Understanding of the Project
 - Attachment B: Specifications of Scope of Services to be performed
 - Attachment C: Schedule
 - Attachment D: Payment Procedures
 - Attachment E: Required Pass-through Provisions
8. **Subcontractors & Consultants:** All subcontracts and consultants pursuant to this contract shall require the subcontractor/consultants to comply with the requirements of Title 21 of Vermont Statutes Annotated, Chapter 5, Subchapter 6, relating to fair employment practices; conform to the record keeping requirements of the VCDP Grant and ensure that all relevant products be compatible with the Vermont Geographic Information System (VGIS) and meet all applicable VGIS standards, which are available from the Vermont Center for Geographic Information.
9. **Interpretation:** This contract shall be interpreted according to the laws of the State of Vermont.
10. **Insurance, Liability, and Indemnification:** Consultants shall provide proof of all insurances including liability, workers compensation, and shall hold the Town of South Hero harmless for any acts made by consultant(s).

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

BY: MUNICIPALITY: South Hero

BY: Arnold & Scangas Architects

David Carter
Chair, Selectboard

Print name of Authorized Agent

Date

Date

Signature

Signature

Attachment A: Understanding of the Project (See RFP pages 13-14)

Attachment B: Scope of Services (See RFP pages 19-21)

Attachment C: Schedule (See RFP page 23)

Attachment D: Payment Procedures - The MUNICIPALITY agrees to compensate the CONSULTANT for professional services performed up to \$30,327 provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement and are acceptable to the Town of South Hero.

- A. Payment Procedures.** The MUNICIPALITY shall pay, or cause to be paid, to the CONSULTANT progress payments which shall be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement.
1. Requests for payment shall be accompanied by progress reports and be made directly to the MUNICIPALITY, for all work.
 2. Request for payment for sub-consultants activities shall be included with the CONTRACTOR's submittals, AND will be documented separately.
 3. The MUNICIPALITY shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement.
 4. The above payments shall be made promptly in accordance with applicable State and Federal regulations. The MUNICIPALITY shall seek to make payments within sixty (60) days of receipt of an invoice from the CONTRACTOR.
 5. All payments by the MUNICIPALITY under this Agreement will be made in reliance upon the accuracy of all prior representations by the CONTRACTOR including but not limited to bills, invoices, progress reports and other proofs of work.

Attachment E: Required Pass Through Provisions

1. **False Claims Act:** The CONTRACTOR acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the CONTRACTOR violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The CONTRACTOR's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit CONTRACTOR's liability.
2. **Whistleblower Protections:** The CONTRACTOR shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the CONTRACTOR shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the CONTRACTOR or its agents prior to reporting to any governmental entity and/or the public.

3. **Location of State Data:** No State data received, obtained, or generated by the CONTRACTOR in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
4. **Fair Employment Practices and Americans with Disabilities Act:** CONTRACTOR agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. CONTRACTOR shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the CONTRACTOR under this Agreement.
5. **Taxes Due to the State:**
 - a. CONTRACTOR understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. CONTRACTOR certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the CONTRACTOR is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. CONTRACTOR understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the CONTRACTOR is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. CONTRACTOR also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the CONTRACTOR has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the CONTRACTOR has no further legal recourse to contest the amounts due.
6. **Child Support:** (Only applicable if the CONTRACTOR is a natural person, not a corporation or partnership.) CONTRACTOR states that, as of the date this Agreement is signed, he/she:
 - a. is not under any obligation to pay child support;
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. CONTRACTOR makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the CONTRACTOR is a resident of Vermont, CONTRACTOR makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
7. **No Gifts or Gratuities:** CONTRACTOR shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
8. **Certification Regarding Debarment:** CONTRACTOR certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither CONTRACTOR nor CONTRACTOR's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. CONTRACTOR further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, CONTRACTOR is not presently

debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

9. **State Facilities:** If the State makes space available to the CONTRACTOR in any State facility during the term of this Agreement for purposes of the CONTRACTOR's performance under this Agreement, the CONTRACTOR shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to CONTRACTOR on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
10. **Requirements Pertaining Only to State-Funded Grants:**
 - a. **Certification Regarding Use of State Funds:** If CONTRACTOR is an employer and this Agreement is a State-funded grant in excess of \$1,001, CONTRACTOR certifies that none of these State funds will be used to interfere with or restrain the exercise of CONTRACTOR's employee's rights with respect to unionization.