



TEL 802.846-4490 FAX 802.846-4494

EMAIL info@ccrpcvt.org WEB www.ccrpcvt.org

110 West Canal Street • Suite 202 • Winooski • Vermont 05404

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REQUEST FOR QUALIFICATIONS Brownfields Assessment Environmental Consulting Services

1.0 BACKGROUND

The Chittenden County Regional Planning Commission (CCRPC) is a regional planning organization serving the 19 municipalities in Chittenden County. In 2006, CCRPC established the Chittenden County Brownfields Initiative with Brownfields Assessment grant funding from US EPA. Information about the Chittenden County Brownfields Initiative is available at: www.ccrpcvt.org (use the Brownfields Initiative link on the right). In October 2010, CCRPC will receive two new Brownfields Assessment grants to continue this program. CCRPC does not own any of the properties for which Brownfields assessment consulting services are sought.

CCRPC is issuing this Request for Qualifications with the intent of selecting two or three qualified environmental consultants or consultant teams to provide Phase I and Phase II Environmental Assessments, Corrective Action Plans and related services on an “on-call” basis for a period of five (5) years. The consultants or consultant teams must provide expertise in, but not limited to, the following disciplines: environmental sciences, geology, health risk assessment, and environmental engineering. The successful consultant/teams must be familiar with federal and Vermont environmental laws, regulations, standards and guidance. The consultants must possess a demonstrated ability to conduct effective public meetings and public outreach.

2.0 SCOPE OF SERVICES

2.1 Project Coordination

Work conducted under this contract involves close coordination with CCRPC staff, the Brownfields Advisory Committee, VT DEC, VDH and US EPA. The consultant/consultant team will also be required to share information and coordinate with other consultants hired by CCRPC, including but not limited to archaeological/historic preservation consultants.

US EPA and VT DEC approval of documents or processes is required at various stages in the assessment process. The consultant will allow sufficient time in task schedules for coordination with CCRPC, the Brownfields Advisory Committee and with relevant agencies – including meetings as necessary.

2.2 Phase I Environmental Site Assessments

Upon Task Order assignment, the consultant/consultant team will conduct a Phase I environmental site assessment in accordance with current ASTM E 1527-05 procedures (or most current standard meeting the requirements of All Appropriate Inquiry). Additionally, the Phase I assessment shall include an accurate geographic location of the site (per US EPA latitude/longitude data standards).

MISSION

To serve Chittenden County and its communities through an effective regional planning process characterized by communication, facilitation, education, collaboration, and technical assistance.

The consultant/consultant team will submit the draft Phase I report to CCRPC for review prior to submission to CCRPC, US EPA, VT DEC, VDH, the site owner and other parties identified for the particular site. Reports will be submitted in hard and/or electronic copies, as specified by CCRPC.

2.3 Phase II Site Investigations

Upon Task Order assignment, the consultant/consultant team will conduct a Phase II environmental site assessment, in accordance with applicable and relevant federal and state guidance for such investigations. Phase II work is expected to include, but is not limited to:

- A Quality Assurance Project Plan (QAPP) describing detailed description of quality assurance/quality control procedures and the proposed work at the site.
 - If the consultant has a Generic QAPP approved by US EPA Region I, then the QAPP must be updated as necessary to address additional quality assurance/control needs for the assigned Task Order project. Updates to the Generic QAPP must be approved by US EPA and VT DEC before further work can proceed.
 - If the consultant has an approved Generic QAPP, a Site-Specific QAPP Addendum will be prepared describing the conceptual site model, site specific sampling and analysis strategy, and any other information necessary to meet the requirements for a Site-Specific QAPP and a VT site investigation Work Plan. The QAPP must be approved by US EPA and VT DEC before site activities can proceed.
 - If the consultant does not already have an approved Generic QAPP, then it can either prepare one (at its own expense) followed by a Site Specific QAPP Addendum, or it can prepare a single QAPP incorporating the Site Specific QAPP and all relevant elements from a Generic QAPP. The QAPP must be approved by US EPA and VT DEC before site activities can proceed.
- A Public Outreach and Involvement Plan describing site-specific public outreach and education activities to be implemented before site activities and/or upon completion of the final report.
- Site Specific Health & Safety Plan (HASP) describing measures to protect the health and safety of site workers and the public on- and off-site during site activities. The HASP must meet OSHA requirements and be accepted by CCRPC before site activities can proceed.
- State and local permits and authorizations as required for site investigation activities. The consultant will be responsible for obtaining all required permits, clearances and authorizations for site investigation activities.
- Conducting all environmental assessment procedures appropriate for a site, consistent with the approved QAPP. Procedures may include but are not limited to geophysical surveys, soil and sediment testing, surface water and groundwater testing, air testing, building testing, and debris testing.
- Analysis of samples by a qualified laboratory.
- Determining whether and what additional site assessment may be needed to adequately characterize the site.
- Identify and recommend remediation strategies based on adopted risk management/assessment strategies appropriate to the site.

- Submitting draft Phase II reports for review by CCRPC, the Brownfields Advisory Committee, US EPA, VT DEC, VDH, the site owner and other parties as identified for the site.
- Finalize and distribute Phase II reports, in hard and/or electronic copies as specified for the site, to the parties above.

2.4 Quantitative Health Risk Assessments

Upon Task Order assignment, the consultant/consultant team will prepare a site-specific quantitative health risk assessment to evaluate the level of concern for public health, based on the results of an approved Phase II study and the proposed redevelopment scenario. Quantitative health risk assessments will be consistent with relevant US EPA and VDH methods and guidance. The results of the quantitative health risk assessment shall be presented in a Quantitative Health Risk Assessment report submitted for review to CCRPC, the Brownfields Advisory Committee, US EPA, VT DEC, VDH the site owner and other parties as identified for the site. The report will be finalized to address reviewer comments.

2.5 Corrective Action Plans

Upon Task Order assignment, the consultant/consultant team will prepare a site-specific Corrective Action Plan to evaluate, recommend and design appropriate interim and site-remediation measures to address the issues and risks identified at the site. Site-specific public outreach and education activities will be planned and implemented. Corrective Action Plans will be consistent with Vermont Corrective Action guidance. The recommendations of appropriate risk management and site remediation measures shall be presented in a Corrective Action Feasibility Investigation report, along with technical and cost comparisons for each feasible strategy. The Corrective Action Feasibility Investigation report shall be submitted for review to CCRPC, US EPA, VT DEC, VDH, the site owner and other parties as identified for the site. The consultant will address reviewer comments, and finalize the Corrective Action Feasibility Investigation report to obtain VT DEC approval.

The design of remedial systems is a “Professional Engineering Service” as defined in 26 VSA §1161 must be performed by a Vermont Licensed Engineer, as required in 26 VSA §1162.

3.0 STATEMENT OF QUALIFICATIONS

All prospective consultants or consultant teams are required to prepare a Statement of Qualifications (SOQ). In preparing the SOQ, the consultant shall take into account compliance with all applicable regulations in 40 CFR Part 31. Consultants are advised to review all relevant federal and state regulations before submitting a Statement of Qualifications.

In order to be considered responsive to this RFQ, each SOQ must conform to the following requirements. The consultant shall:

- Prepare the SOQ to closely follow the required format provided in Attachment 1 to this RFQ.
- Submit six (6) hard copies and one (1) electronic copy on CD of the SOQ in a sealed package.
- Clearly indicate the following on the outside of the sealed package:
 - Brownfields Assessment Services SOQ;
 - Name and address of the prime consultant.

➤ **Submissions must be received by 4:00 pm, November 8, 2010 at:**

Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404

Proposals received after this deadline will not be accepted.

Questions regarding this RFQ should be submitted in writing by email to Julie Potter, Senior Planner (jpotter@ccrpcvt.org) or Samantha Tilton, Staff Planner (stilton@ccrpcvt.org). CCRPC will maintain a list of questions and answers linked to the CCRPC website for consultant information (<http://www.ccrpcvt.org>. Click on left-hand link for “RFP’s and RFQ’s”).

Questions must be submitted by October 29, 2010 to ensure all parties have adequate time to review the answers.

CCRPC assumes no responsibility and no liability for costs incurred by prospective consultants for the preparation and submission of the SOQ or any other costs prior to issuance of a contract. All materials submitted as part of an SOQ become the property of CCRPC.

4.0 CONTRACT

CCRPC will contract with the selected consultants using the Master Agreement for Brownfields Consulting Services in Attachment 2 to this RFQ. CCRPC’s Cooperative Agreement with US EPA is incorporated into the Master Agreement and the consultant is also bound by the Administrative and Programmatic Conditions of the Cooperative Agreement. Specific project proposals will be required for each project, as described in the Master Agreement.

CCRPC will consider only minor revisions to the Master Agreement for Consulting Services; no changes to the Administrative or Programmatic Conditions of CCRPC’s Cooperative Agreement with US EPA are allowed. Any proposed revisions to the Master Agreement must be clearly identified in the SOQ. Failure to clearly identify any requested revisions to the Master Agreement will result in the SOQ being deemed incomplete and the SOQ will not be evaluated further. CCRPC reserves the right to accept, reject, or negotiate any proposed revisions to the Master Agreement. Proposed revisions to the Master Agreement will be considered during the consultant selection procedure. Master Agreements will be executed after consultant selection.

5.0 FORMS AND CERTIFICATIONS

The following forms and certifications must be completed and included in the appropriate Appendix C of the SOQ:

- Proof of registration with the Vermont Secretary of State as a Vermont or foreign firm, or statement of when registration will be completed.
- Proof of insurance coverage with a minimum of:
 - General Liability coverage - \$1 million per occurrence, \$2 million aggregate
 - Motor Vehicle Liability coverage - \$1 million combined single limit
 - Profession Errors & Omissions coverage - \$1 million
 - Workers Compensation coverage – per State of Vermont
- MBE/WBE Participation Form (see SOQ Attachment 3)

6.0 CONSULTANT SELECTION PROCEDURES

The evaluation of qualifications shall be made without regard to race, color, sex, age, religion,

national origin, or political affiliation. CCRPC is an Equal Opportunity Employer and encourages proposals for qualified minority and women-owned businesses.

6.1 Selection of “On-Call” Consultants

CCRPC reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities, or to cancel the RFQ in part or in its entirety if it is in the best interest of CCRPC. This solicitation for SOQs in no way obligates CCRPC to award a contract.

The SOQs will be evaluated by a Selection Committee consisting of CCRPC staff and members of the Brownfields Advisory Committee. The Selection Committee may elect to interview any or all consultants prior to final selection. Interviews will take place at the CCRPC offices or a site designated by CCRPC.

The following criteria will be used to evaluate the SOQs:

- Completeness and responsiveness of submission. This is a threshold criterion. Incomplete or non-responsive SOQs will not be evaluated further.
- Quality, experience and availability of assigned staff (20%)
- MBE/WBE status or good faith effort in using MBE/WBE subcontractors (5%)
- Consultant/consultant team capabilities and experience with scope of services (25%)
- Performance on similar projects, as determined by reference checks (25%)
- Hypothetical project proposals (25%)

CCRPC reserves the right to seek clarification of any SOQ submitted and to select the consultants considered to best promote the public interest. Two or three firms deemed most qualified to provide the required services will be selected and the results will be submitted to the Brownfields Advisory Committee. The Brownfields Advisory Committee will make recommendations to the CCRPC Executive Director for final acceptance. **Consultant notification is expected in December 2010.** Selection as an “on-call” consultant makes a firm eligible but does not guarantee selection to work on a specific site in the future.

6.2 Selection of Task Order Consultants

As specific projects are selected by the Brownfields Advisory Committee for assessment, CCRPC will select one of the on-call consultants/consultant teams based on the consultant’s qualifications in relation to the specific site, current workload, availability, and/or past performance. It is the intention of CCRPC to provide equal workloads to each of the selected on-call firms, however, CCRPC reserves the right to make selection decisions on the basis of past performance.

The selected firm, in consultation with CCRPC, will develop the site specific project proposal, as described in the Master Agreement. In the event that CCRPC is unable to reach agreement with the selected consultant firm regarding scope of work, schedule and/or cost, one of the other “on-call” firms may be asked to prepare a project proposal.

It is anticipated that the consultant chosen for a Phase I site assessment at a specific site will be retained for Phase II and Corrective Action tasks as long as the site is not withdrawn from the program. However, CCRPC reserves the right to reassign sites to another consultant based on consultant performance, technical qualifications, or inability to reach agreement regarding scope

of work, personnel, schedule and/or cost.

Firms under contract to work on a specific site will work under the direction of CCRPC staff. In addition, the consultant/consultant team will work in collaboration with the Brownfields Advisory Committee, local town officials, VT DEC, VDH, property owners and/or prospective purchasers to complete the work.

ATTACHMENT 1 SOQ FORMAT AND REQUIREMENTS

Failure to follow these instructions will result in the SOQ not being reviewed, or a reduced evaluation score!

- The SOQ shall be written in a clear, concise manner, able to be understood by non-technical members of the Selection Committee.
- The SOQ shall not exceed 20 pages in length, exclusive of Appendices.
- Number all pages in the SOQ consecutively.
- Print hard copies of the SOQ double-sided, preferably on recycled paper.
- Bind hard copies of the SOQ only with a binder clip. Use a colored page to separate appendices from the rest of the SOQ. Do not use notebooks, binding, plastic covers, staples, paperclips, or tabbed dividers.
- Submit six (6) hard copies and one (1) electronic copy on CD of the SOQ in a sealed package.
- Clearly indicate the following on the outside of the sealed package:
 - Brownfields Assessment Services SOQ;
 - Name and address of the prime consultant.
- **Submissions must be received by 4:00 pm, November 8, 2010** at:
Chittenden County Regional Planning Commission
Attention: Julie Potter
110 West Canal Street, Suite 202
Winooski, VT 05404

The SOQ shall follow the following format, including the specified information in the section indicated. In evaluating the SOQs, the Selection Committee will not search for information elsewhere in the SOQ.

Cover letter – Briefly introduce consultant/consultant team and indicate interest in providing Brownfields Assessment Consulting Services to CCRPC. Identify SOQ point of contact, email address and phone number.

1.0 Overview of the Consultant/Consultant Team – Briefly identify:

- Consultant firm or team
- Structure of firm(s)
- Number of employees
- Years in business
- Office locations, particularly offices proposed to work on this project
- Key consultant/consultant team capabilities and experience *relevant to this project*
- Consultant/consultant team acceptance of CCRPC Master Agreement language, or request for Master Agreement revisions (include proposed revisions in Appendix D).

2.0 Project Organization and Staff (20%) – Briefly provide the following information. The project team must include a clearly-identified Vermont Licensed Engineer and qualified health risk assessor. Provides staff resumes in Appendix A. If selected, changes in staffing and

subcontractors will be permitted only with prior consent of CCRPC.

2.1 Key project management personnel – Identify primary roles and qualifications, including:

- Project Principal/Officer
- Project Manager
- Field Leader
- Technical Reviewers

2.2 Matrix of proposed project staff

- Name, position and email address
- Education
- Relevant licenses, registrations, certifications
- Technical expertise in context of project
- Years with firm
- Total professional experience

2.3 Matrix of proposed subcontractors

- Company name and key contact
- Services provided
- Mailing address
- Phone number
- Email or URL address

3.0 MBE/WBE Status (5%)

Identify whether the consultant/consultant team is certified by US DOT or the Small Business Administration as a Minority Business Enterprise (MBE) or a Women-owned Business Enterprise (WBE). Identify the MBE/WBE status of proposed subcontractors. Describe how the consultant/consultant team will actively seek to include MBE/WBE firms for any additional subcontractors that may be needed for a Brownfields project under this contract.

4.0 Experience (25%)

Briefly describe consultant/consultant team capabilities and experience with the following types of projects.

3.1 Phase I ESAs since 2005 for EPA-funded Brownfields programs in New England

Identify clients, type of projects, locations, year, type of contaminants, standards and guidance used.

3.2 Phase II ESAs since 2005 for EPA-funded Brownfield programs in Vermont

Briefly identify clients, type of projects, locations, year, type of environmental media and contaminants, sampling strategies employed, type of fate and transport assessment done, standards and guidance used, public information strategies employed.

3.3 Quantitative Health Risk Assessments since 2005 for EPA-funded Brownfield programs in New England

Briefly identify clients, type of projects, locations, year, type of environmental media and contaminants, exposure scenarios considered, standards and guidance used, public information strategies employed.

3.4 Corrective Action Plans since 2005 for EPA-funded Brownfield programs in Vermont

Briefly identify clients, type of projects, locations, year, type of environmental media and contaminants, planned end-use of site, alternatives considered, clean up technologies/strategies chosen, standards and guidance used, public information strategies employed.

3.5 Implementing Brownfield Corrective Actions in Vermont

Briefly identify clients, type of projects, locations, year, type of environmental media and contaminants, clean up technologies implemented, success meeting clean-up goals.

3.6 Other relevant experience in Chittenden County

Briefly identify clients, type of projects, locations, year, type of environmental media and contaminants, sampling strategies employed, standards and guidance used, clean up technologies implemented, public information strategies employed, other information relevant to consultant knowledge of information sources and environmental conditions in the County.

5.0 References (25%)

Provide four (4) references and project information for EPA-funded Brownfield projects, preferably projects identified in section 4.0. CCRPC will contact these references to determine consultant performance.

- Project name
- Location
- Year(s)
- Key consultant staff on this project
- Brief description of type of project
- Client reference: Name, Position, Organization, Address, Phone, Email

6.0 Hypothetical Project Proposals (25%)

Submit separate Project Proposals for the three (3) hypothetical projects identified below. For each hypothetical project:

- Describe the assessment process, including all tasks. As appropriate, include meetings, plan preparation, types and sources of data collection, reporting and any other information necessary to demonstrate the consultant/consultant team's thorough understanding and ability to complete this type of work.
- Identify how project tasks would be staffed, including subcontractors.
- Provide a project schedule that includes anticipated time to complete each task, milestones, and deliverables.
- Provide a detailed cost estimate that identifies, by task: individual hours and rates, equipment rates, subcontractor services, amounts of any overhead multipliers or markups. One set of rate schedules for all three hypothetical projects should be included in Appendix D.

6.1 Hypothetical Phase I Project – Former Auto Service Center

A Phase I site assessment is needed for a former auto service center located in a Village Center. Neighboring properties include retail, office and residential uses.

6.2 Hypothetical Phase II Project – Former School

The key findings of a Phase I ESA identified that this 5 acre property was an elementary school from 1930 – 1965, offices from 1970 – 2000, and has been vacant since. The building has an underground heating oil tank. Adjoining properties are mix of residential, office and retail uses with no recognized environmental concerns. The municipality has no water or sewer services. A developer has proposed renovating the building as affordable rental housing.

6.3 Hypothetical Health Risk Assessment – Industrial Site

The Phase II ESA results from a former industrial site indicate significant levels of polycyclic aromatic hydrocarbons (PAHs) in soil, as well as arsenic in soil above background levels. The site redevelopment plan proposes multi-family residential use. The health risk assessment needs to assess the level of concern related to the relevant exposure scenarios.

Appendix A – Staff Resumes

Appendix B – Forms and Certifications

B-1 Proof of registration with the Vermont Secretary of State as a Vermont or foreign firm, or statement of when registration will be completed.

B-2 Proof of insurance coverage with a minimum of:

- General Liability coverage - \$1 million per occurrence, \$2 million aggregate
- Motor Vehicle Liability coverage - \$1 million combined single limit
- Profession Errors & Omissions coverage - \$1 million
- Workers Compensation coverage – per State of Vermont

B-3 MBE/WBE participation form

B-4 Federal Debarment/Suspension certification form

Appendix C – Rate Schedules

C-1 Personnel rate schedule by job category

C-2 Equipment rate schedule(s)

C-3 Subcontractor rate schedule(s)

Appendix D – Master Agreement for Brownfields Consulting Services

Include only if revisions are requested to CCRPC's standard Master Agreement. Clearly identify proposed revisions to this agreement. Failure to identify requested revisions to the Master Agreement will result in the SOQ being deemed incomplete and the SOQ will not be evaluated further. CCRPC reserves the right to accept, reject, or negotiate any proposed revisions to the Master Agreement. Master Agreements will be executed after consultant selection.

ATTACHMENT 2
MASTER AGREEMENT FOR BROWNFIELDS CONSULTING SERVICES

MASTER AGREEMENT FOR BROWNFIELDS CONSULTING SERVICES
by and between
Chittenden County Regional Planning Commission
and
CONSULTANT

This Agreement is made DATE by and between the Chittenden County Regional Planning Commission, with its place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404, hereinafter called "CCRPC" and CONSULTANT, a corporation with its place of business at ADDRESS, hereinafter called "Consultant" (together sometimes referred to as "Parties").

WHEREAS, CCRPC will enter into cooperative agreements with the U.S. Environmental Protection Agency (EPA) pursuant to which CCRPC will receive funding to conduct environmental site assessments (ESAs) of potentially-contaminated Brownfield properties in Chittenden County (the "EPA Grant"); and

WHEREAS CCRPC, in conformance with the EPA Grant, intends to enter into contracts with qualified consultants for the performance of ESA services at sites to be determined by CCRPC ("ESA Contracts"); and

WHEREAS the sites to be assessed are not owned by CCRPC, but CCRPC will secure right of entry from the owners; and

WHEREAS, CCRPC and Consultant wish to enter into this Master Agreement for Brownfield Consulting Services ("Master Agreement") and agree that the terms and conditions herein shall govern all ESA Contracts between the Parties.

NOW THEREFORE, CCRPC and Consultant, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. **Applicability.** This Master Agreement shall govern all ESA Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith.
2. **Consultant Acknowledgment and Representation.** Consultant hereby acknowledges that CCRPC has not conducted any inspection of any site and has no special knowledge of the conditions of any site, except as specifically disclosed in writing to the Consultant. CCRPC in entering into any agreement with Consultant relies on Consultant's representation that Consultant is trained and experienced in environmental site assessments and is familiar with local, state, and federal laws and regulations applicable to such assessments.
3. **Project Proposals; Contract.** The Consultant will provide CCRPC with a separate proposal for each site specified by CCRPC. Unless otherwise agreed, each proposal will be prepared at Consultant's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by the Consultant.

CCRPC reserves the right to negotiate and approve or disapprove each proposal submitted. Once CCRPC approves a proposal and so indicates in writing, it shall become an ESA Contract, binding upon the Parties, and no changes to any ESA Contract shall be valid unless in writing and executed by the Parties.

Based on Consultant's performance, CCRPC may, but need not, continue to contract with Consultant for additional work at a site. Additionally, CCRPC reserves the right to put additional work out to competitive bid.

4. **Damages; Pollution.** Any damage to property resulting from activities conducted under an ESA Contract shall be restored by Consultant. Consultant shall take reasonable steps to avoid the discharge or spread of pollution or contaminants. CCRPC shall not be held responsible for any damages or spread of pollution.

5. **Engineer Certification.** Consultant will have on staff a Vermont Registered Environmental Engineer who shall in writing certify that each Corrective Action Plan prepared under this Agreement was conducted in accordance with generally accepted engineering and applicable environmental practices and standards.
6. **Termination.** Consultant understands and acknowledges that this Agreement is funded through the EPA Grant. If funding under the Grant is discontinued or terminated, CCRPC may terminate this Agreement and any ESA Contract as of the effective date of discontinuance or termination by EPA and CCRPC will compensate the Consultant only for work performed through the effective date of termination.

CCRPC may terminate work on a specific site if the property owner withdraws permission for site access. CCRPC or the Consultant may terminate this Agreement for any reason by giving written notice at least thirty (30) days in advance.

All work under this Agreement shall be completed on or before September 31, 2015.

Failure of the Consultant to comply with the terms of this Agreement or of any ESA Contract or failure of CCRPC to pay the Consultant as agreed shall be deemed a material breach and may constitute grounds for termination.

7. **Ineligible Costs.** The EPA Grant is a reimbursement program. Consultant will not be paid for any ineligible costs.
8. **Consultant's General Obligations.** Consultant will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the completion of the ESA described in the ESA Contract. The Consultant will assume responsibility for the general supervision of work performed under this Agreement, including that of any subcontractors, and shall be responsible for safety on the site and protection of the public and property adjacent to a site, as well as all procedures, standards, methods of analysis, interpretations, conclusions and the contents of the work performed under this Master Agreement. Consultant will be responsible for obtaining all required permits, clearances and authorizations for site investigation activities.
9. **Standard of Care.** Consultant shall perform its services hereunder in accordance with applicable standards of professional care and shall conform to generally accepted practices of professionals (including engineers, hydrologists, geologists, and scientists) providing similar services in the same geographic area under similar circumstances.
10. **Deliverables Requirements.** Reports and plans shall be printed using both sides. Unless otherwise specified by CCRPC, a minimum of five (5) copies of draft and final reports and plans shall be provided to CCRPC for distribution. One copy of draft and final reports and plans shall also be provided to CCRPC in digital form (Microsoft Word or pdf format). Maps and appendices may be provided in pdf or jpeg formats.
11. **Invoices; Payment Procedures.** Consultant shall submit monthly invoice statements to CCRPC including a detailed breakdown by task in the proposal for individual staff hours and rates, equipment usage and rates, subcontracted services and markup, and other itemized charges. CCRPC reserves the right to request supplemental information regarding monthly statements.

Monthly statements shall be accompanied by a brief narrative progress report describing work completed and remaining. In accordance with EPA requirements, costs must be tracked and invoiced by individual site if the Consultant is awarded multiple ESA Contracts.

Payments shall be one hundred percent (100%) of the amount expended during the invoice period. CCRPC will seek to make payments on a Net 30 day's basis upon satisfactory review of the monthly billing and progress report. Should Consultant fail to comply with the terms of this Agreement or the ESA Contract, CCRPC may withhold payment until such time as the Consultant has met its obligations. The final invoice will be paid upon completion of the Consultant obligations and acceptance by CCRPC.

12. Historic Site Impact. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, Consultant shall first notify CCRPC and obtain written approval to proceed.

13. Insurance. Consultant will secure and shall at all times maintain in full force and effect insurance of the following types and minimum amounts:

Workers Compensation – coverage per State of Vermont laws.

General Liability and Property Damage – with all major divisions of coverage including but not limited to premises/operations, products and completed operations, and personal and bodily injury liability, of at least \$1 million per occurrence and \$2 million in aggregate.

Motor Vehicle Liability – coverage of all owned, non-owned and hired vehicles used in connection with this agreement of \$1 million combined single limit

Professional Errors and Omissions – \$1 million

With respect to all such insurance policies, at all times Consultant shall provide CCRPC current certificates of insurance naming CCRPC and the owner of the project site as additional insureds.

14. Indemnification. Consultant shall indemnify and hold harmless CCRPC from any and all liability for personal injury or property damage, including attorney's fees and other costs of litigation, arising out of the performance or non-performance of the Consultant, its employees, agents or subcontractors under this Agreement.

15. Ownership of Material. All maps, data, photographs, slides, renderings, reports, statements, and other documentary data and information prepared under this Agreement shall be accessible to, and become joint property of Consultant and CCRPC. CCRPC and any owner of the ESA site may utilize such material without permission of Consultant. Consultant acknowledges that all written data produced by Consultant shall become part of the public domain. Any questions asked by the public related to work performed shall be immediately referred to CCRPC.

16. Federal Debarment and Suspension. Consultant represents that it is not currently listed on the Excluded Parties Listing System (EPLS), which is found at www.epls.gov. Consultant is further prohibited from awarding subcontracts to individuals or organizations listed on the EPLS.

17. Records; Audit and Inspection. Consultant shall retain all records for a period of five (5) years after expiration of this Master Agreement. If an audit, litigation or other action involving the records before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the five-year period, whichever is later.

The Consultant shall provide free and open access to CCRPC, US EPA, the US Comptroller General, or any of their duly authorized representatives, to any books, documents, papers and records directly pertinent to this Master Agreement for the purpose of making audits, examinations, excerpts, transcripts or copies.

18. Federal Contracting Requirements and Applicable Performance Standards. Consultant shall comply with all applicable Federal contracting requirements, including contractor requirements in CCRPC's EPA Grant (See Addendum A) as well as Applicable Performance Standards, including those standards listed on Addendum B.

19. Compliance with Laws. The Consultant and any subcontractors shall comply with all applicable laws, statutes, ordinance, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof. This Agreement shall be governed by and enforceable under the laws of the State of Vermont.

20. Conflict Resolution. The Parties agree to enter into consultation should any dispute over this Agreement or an ESA Contract arise.

21. ARBITRATION: The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Chittenden County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the

power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney's fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party's request for arbitration hereunder.

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

22. Severability. The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

**CHITTENDEN COUNTY REGIONAL PLANNING
COMMISSION**

CONSULTANT

Charles Baker, Executive Director

Printed Name and Title

Signature

Signature

Date

Date

ADDENDUM A

**Master Agreement for Brownfield Consulting Services
Chittenden County Regional Planning Commission**

A copy of CCRPC's EPA Grant is attached and incorporated by reference.

ADDENDUM B

Master Agreement for Brownfield Consulting Services Chittenden County Regional Planning Commission

Nonexclusive List of Applicable Performance Standards

Health & Safety Regulations:

- ◆ 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER)

Phase I Work:

- ◆ 40 CFR 312 Standards For Conducting All Appropriate Inquiries
- ◆ ASTM Standard E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (or most current version)

Phase II Work:

- ◆ Quality Assurance Guidance For Conducting Brownfields Site Assessments, EPA 540-R-038, September 1998 (or most current version)
- ◆ EPA Requirements For Quality Assurance Project Plans, EPA 240-B-01-002, March 2001 (or most current version)
- ◆ Site Investigation Procedure, Vermont ANR, June 2005 (or most current version)

Underground Storage Tanks:

- ◆ Underground Storage Tank Closure and Site Assessment Requirements, Vermont ANR, June 2003 (or most current version)

Petroleum Contaminated Soil:

- ◆ Agency Guidelines for Petroleum Contaminated Soil and Debris, Vermont ANR, August 1996 (or most current version)

Corrective Action Plans:

- ◆ Corrective Action Guidance, Vermont ANR, November 1997 (or most current version)

ATTACHMENT 3
FORMS AND CERTIFICATIONS

**CHITTENDEN COUNTY BROWNFIELDS INITIATIVE
MBE/WBE PARTICIPATION**

Under the terms of its grant agreement with the US Environmental Protection Agency, the Chittenden County Regional Planning Commission (CCRPC) is required to report all activity by Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

The MBE/WBE “fair share” goals/objectives for this contract are

- **MBE: 1% Construction; 1.2% Supplies; 1.2% Services; 2% Equipment**
- **WBE: 5% Construction; 3.8% Supplies; 1.7% Services; 8% Equipment**

Consultants awarded contracts under this RFQ agree to ensure, to the fullest extent possible, that at least the applicable “fair share” objectives of Federal funds for prime contract or subcontracts for supplies, construction, equipment or services are made available to organizations with MBE or WBE certification from the Small Business Administration or US Department of Transportation. Consultants are required to follow the Six Good Faith Efforts (40 CFR 33) and to require all subcontractors do the same for subcontracts.

Please indicate whether you or your subcontractors are certified MBE or WBE firms by checking one of the following:

_____ My firm is a certified ___ MBE or ___ WBE (check as applicable).

_____ One or more subcontractors identified in the SOQ is a certified MBE or WBE

Identify certified MBE/WBE subcontractors:

___ MBE or ___ WBE – Name: _____

___ MBE or ___ WBE – Name: _____

___ MBE or ___ WBE – Name: _____

___ MBE or ___ WBE – Name: _____

_____ No certified MBE/WBE subcontractors are identified in the SOQ, but I agree to procure supplies, construction, equipment or services to support the MBE/WBE “fair share” goals/objectives of this contract.

_____ None of the above.

Company Name: _____

Print or type your company name here

By: _____

Print or type name and title of person certifying MBE/WBE status

Signature: _____

Signature of person certifying MBE/WBE status

Date: _____

**CHITTENDEN COUNTY BROWNFIELDS INITIATIVE
FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION**

Under Subpart C of 2 CFR 180, grant funds may not be used to do business with individuals or organizations on the Excluded Parties List System, available at <http://www.epls.gov>. Please check and certify to all of the following:

___ Neither Consultant/Consultant Team nor any principal employees of the Consultant/Consultant Team are on the Excluded Parties List System.

___ Neither proposed subconsultant nor any principal employees of proposed subconsultants are on the Excluded Parties List System.

___ Consultant/Consultant Team agrees to fully comply with Subpart C of 2 CFR 180, and to require inclusion of a similar term or condition in any subsequent lower tier covered transaction.

Company Name: _____

Print or type your company name here

By: _____

Print or type name and title of certifying person

Signature: _____

Signature of certifying person

Date: _____



TEL 802.846-4490 FAX 802.846-4494

EMAIL info@ccrpcvt.org WEB www.ccrpcvt.org

110 West Canal Street • Suite 202 • Winooski • Vermont 05404

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REQUEST FOR QUALIFICATIONS

Brownfields Historic Preservation & Archeological Consulting Services

1.0 BACKGROUND

The Chittenden County Regional Planning Commission (CCRPC) is a regional planning organization serving the 19 municipalities in Chittenden County. In 2006, CCRPC established the Chittenden County Brownfields Initiative with Brownfields Assessment grant funding from US EPA. Information about the Chittenden County Brownfields Initiative is available at: www.ccrpcvt.org (use the Brownfields Initiative link on the right). In October 2010, CCRPC will receive two new Brownfields Assessment grants to continue this program. Participation by property owners in CCRPC's Brownfields program is completely voluntary; CCRPC does not own any of the properties for which Brownfields historic preservation and archeological consulting services are sought.

CCRPC is issuing this Request for Qualifications with the intent of selecting one or two qualified historic preservation/archeology consultants or consultant teams to provide reviews under Section 106 of the National Historic Preservation Act and historic preservation and archeology services related to property redevelopment on an "on-call" basis for a period of five (5) years. The consultants or consultant teams must provide expertise in, but not limited to, the following disciplines: historic preservation and archeology. The successful consultant/teams must be familiar with federal and Vermont historic preservation and archeological laws, regulations, standards and guidance. The consultants must possess a demonstrated ability to conduct effective public meetings and public outreach.

2.0 SCOPE OF SERVICES

2.1 Project Coordination

Work conducted under this contract involves close coordination with CCRPC staff, the Brownfields Advisory Committee, US EPA, and VT Division of Historic Preservation (DHP). The consultant/consultant team will also be required to share information and coordinate with other consultants hired by CCRPC, including but not limited to environmental consultants.

DHP approval of documents or processes may be required at various stages in the assessment process. The consultant will allow sufficient time in task schedules for coordination with CCRPC, the Brownfields Advisory Committee and with relevant agencies – including meetings as necessary.

MISSION

To serve Chittenden County and its communities through an effective regional planning process characterized by communication, facilitation, education, collaboration, and technical assistance.

2.2 Section 106 Assessment for Environmental Testing

Federally-funded Phase II Environmental Site Assessment sampling activities may require installation of soil borings, monitoring wells, and/or test pit to look for environmental contamination. Phase II Environmental Site Assessments may also require sampling of building surfaces for lead, asbestos, toxic mold or other contaminants. The invasive nature of the environmental sampling may require prior Section 106 review under the National Historic Preservation Act. CCRPC expects that the majority of historic preservation/archeology work to be conducted under its Brownfields grant will be Section 106 reviews.

Upon Task Order assignment, the consultant/consultant team will conduct appropriate archeological and/or historic preservation review to comply with Section 106. The report will include an evaluation of the site's historic/archeological significance, a recommended determination of potential adverse impacts, and recommendations to avoid, minimize or mitigate adverse effects. The consultant/consultant team will submit the draft report to CCRPC for review prior to submission to CCRPC, US EPA, VT DPH, the site owner and other parties identified for the particular site. Reports will be submitted in hard and/or electronic copies, as specified by CCRPC.

2.3 Historic Preservation/Archeological Review for Redevelopment

The purpose of the Brownfields program is to help prepare Brownfield sites for redevelopment. CCRPC's grant allow studies to be conducted that assist in planning for redevelopment. For some Brownfield properties, CCRPC may seek to have historic preservation and/or archeological studies done as needed to obtain Act 250 and/or local development permit approvals. Additional evaluation may also be necessary under Section 106 if federal funding will be used for redevelopment.

Upon Task Order assignment, the consultant/consultant team will conduct appropriate historic preservation and/or archeological evaluations in accordance with applicable and relevant federal and state guidance for such investigations. The scope of work may include, but is not limited to:

- An investigation work plan, to be reviewed by CCRPC staff prior to review by VT DHP or other applicable agencies.
- A Public Outreach and Involvement Plan describing site-specific public outreach and education activities to be implemented before site activities and/or upon completion of the final report.
- Site-Specific Health & Safety Plan (HASP) describing measures to protect the health and safety of site workers and the public on- and off-site during site activities.
- State and local permits and authorizations as required for site investigation activities. The consultant will be responsible for obtaining all required permits, clearances and authorizations for site investigation activities.
- Conducting all historic preservation and/or archeological assessment procedures appropriate to the site, consistent with the reviewed work plan.
- Analysis of samples by a qualified laboratory.
- Determining whether and what additional procedures may be needed to adequately characterize, document, or address potential adverse impacts from redevelopment.

- Submitting draft reports for review by CCRPC, the Brownfields Advisory Committee, US EPA, VT DPH, the site owner and other parties as identified for the site.
- Finalize and distribute in hard and/or electronic copies as specified for the site, to the parties above.

3.0 STATEMENT OF QUALIFICATIONS

All prospective consultants or consultant teams are required to prepare a Statement of Qualifications (SOQ). In preparing the SOQ, the consultant shall take into account compliance with all applicable regulations in 40 CFR Part 31, Section 106 of NHPA, and Act 250. Consultants are advised to review all relevant federal and state regulations before submitting a Statement of Qualifications.

In order to be considered responsive to this RFQ, each SOQ must conform to the following requirements. The consultant shall:

- Prepare the SOQ to closely follow the required format provided in Attachment 1 to this RFQ.
- Submit six (6) hard copies and one (1) electronic copy on CD of the SOQ in a sealed package.
- Clearly indicate the following on the outside of the sealed package:
 - Brownfields Historic Preservation/Archeology Consulting Services SOQ;
 - Name and address of the prime consultant.
- **Submissions must be received by 4:00 pm, November 8, 2010 at:**
 Chittenden County Regional Planning Commission
 110 West Canal Street, Suite 202
 Winooski, VT 05404

Proposals received after this deadline will not be accepted.

Questions regarding this RFQ should be submitted in writing by email to Julie Potter, Senior Planner (jpotter@ccrpevt.org) or Samantha Tilton, Staff Planner (stilton@ccrpevt.org). CCRPC will maintain a list of questions and answers linked to the CCRPC website for consultant information (<http://www.ccrpevt.org>. Click on left-hand link for “RFP’s and RFQ’s”).

Questions must be submitted by October 29, 2010 to ensure all parties have adequate time to review the answers.

CCRPC assumes no responsibility and no liability for costs incurred by prospective consultants for the preparation and submission of the SOQ or any other costs prior to issuance of a contract. All materials submitted as part of an SOQ become the property of CCRPC.

4.0 CONTRACT

CCRPC will contract with the selected consultants using the Master Agreement for Brownfields Historic Preservation/Archeology Consulting Services in Attachment 2 to this RFQ. CCRPC’s Cooperative Agreement with US EPA is incorporated into the Master Agreement and the consultant is also bound by the Administrative and Programmatic Conditions of the Cooperative Agreement. Specific project proposals will be required for each project, as described in the Master Agreement.

CCRPC will consider only minor revisions to the Master Agreement for Consulting Services; no changes to the Administrative or Programmatic Conditions of CCRPC’s Cooperative Agreement

with US EPA are allowed. Any proposed revisions to the Master Agreement must be clearly identified in the SOQ. Failure to clearly identify any requested revisions to the Master Agreement will result in the SOQ being deemed incomplete and the SOQ will not be evaluated further. CCRPC reserves the right to accept, reject, or negotiate any proposed revisions to the Master Agreement. Proposed revisions to the Master Agreement will be considered during the consultant selection procedure. Master Agreements will be executed after consultant selection.

5.0 FORMS AND CERTIFICATIONS

The following forms and certifications must be completed and included in the appropriate Appendix C of the SOQ:

- Proof of registration with the Vermont Secretary of State as a Vermont or foreign firm, or statement of when registration will be completed.
- Proof of insurance coverage with a minimum of:
 - General Liability coverage - \$1 million per occurrence, \$2 million aggregate
 - Motor Vehicle Liability coverage - \$1 million combined single limit
 - Profession Errors & Omissions coverage - \$1 million
 - Workers Compensation coverage – per State of Vermont
- MBE/WBE Participation Form (see SOQ Attachment 3)

6.0 CONSULTANT SELECTION PROCEDURES

The evaluation of qualifications shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. CCRPC is an Equal Opportunity Employer and encourages proposals for qualified minority and women-owned businesses.

6.1 Selection of “On-Call” Consultants

CCRPC reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities, or to cancel the RFQ in part or in its entirety if it is in the best interest of CCRPC. This solicitation for SOQs in no way obligates CCRPC to award a contract.

The SOQs will be evaluated by a Selection Committee consisting of CCRPC staff and members of the Brownfields Advisory Committee. The Selection Committee may elect to interview any or all consultants prior to final selection. Interviews will take place at the CCRPC offices or a site designated by CCRPC.

The following criteria will be used to evaluate the SOQs:

- Completeness and responsiveness of submission. This is a threshold criterion. Incomplete or non-responsive SOQs will not be evaluated further.
- Quality, experience and availability of assigned staff (25%)
- MBE/WBE status or good faith effort in using MBE/WBE subcontractors (5%)
- Consultant/consultant team capabilities and experience with scope of services (30%)
- Performance on similar projects, as determined by reference checks (30%)
- Answers to questions (10%)

CCRPC reserves the right to seek clarification of any SOQ submitted and to select the consultants considered to best promote the public interest. Two or three firms deemed most

qualified to provide the required services will be selected and the results will be submitted to the Brownfields Advisory Committee. The Brownfields Advisory Committee will make recommendations to the CCRPC Executive Director for final acceptance. **Consultant notification is expected in December 2010.** Selection as an “on-call” consultant makes a firm eligible but does not guarantee selection to work on a specific site in the future.

6.2 Selection of Task Order Consultants

As specific Brownfield projects are selected and identified as requiring historic preservation/archeology services, CCRPC will select one of the on-call consultants/consultant teams based on the consultant’s qualifications in relation to the specific site, current workload, availability, and/or past performance. It is the intention of CCRPC to provide equal workloads to each of the selected on-call firms, however, CCRPC reserves the right to make selection decisions on the basis of past performance.

The selected firm, in consultation with CCRPC (and VT DHP as appropriate), will develop the site specific project proposal, as described in the Master Agreement. In the event that CCRPC is unable to reach agreement with the selected consultant firm regarding scope of work, schedule and/or cost, one of the other “on-call” firms may be asked to prepare a project proposal.

It is anticipated that a consultant chosen for an initial Section 106 review at a specific site will be retained for any subsequent historic preservation and/or archeological tasks as long as the site is not withdrawn from the program. However, CCRPC reserves the right to reassign sites to another consultant based on consultant performance, technical qualifications, or inability to reach agreement regarding scope of work, personnel, schedule and/or cost.

Firms under contract to work on a specific site will work under the direction of CCRPC staff. In addition, the consultant/consultant team will work in collaboration with the Brownfields Advisory Committee, environmental consultants, local town officials, VT DPH, property owners and/or prospective purchasers to complete the work.

ATTACHMENT 1 SOQ FORMAT AND REQUIREMENTS

Failure to follow these instructions will result in the SOQ not being reviewed, or a reduced evaluation score!

- The SOQ shall be written in a clear, concise manner, able to be understood by non-technical members of the Selection Committee.
- The SOQ shall not exceed 15 pages in length, exclusive of Appendices.
- Number all pages in the SOQ consecutively.
- Print hard copies of the SOQ double-sided, preferably on recycled paper.
- Bind hard copies of the SOQ only with a binder clip. Use a colored page to separate appendices from the rest of the SOQ. Do not use notebooks, binding, plastic covers, staples, paperclips, or tabbed dividers.
- Submit six (6) hard copies and one (1) electronic copy on CD of the SOQ in a sealed package.
- Clearly indicate the following on the outside of the sealed package:
 - Brownfields Historic Preservation/Archeology Services SOQ;
 - Name and address of the prime consultant.
- **Submissions must be received by 4:00 pm, November 8, 2010** at:
Chittenden County Regional Planning Commission
Attention: Julie Potter
110 West Canal Street, Suite 202
Winooski, VT 05404

The SOQ shall follow the following format, including the specified information in the section indicated. In evaluating the SOQs, the Selection Committee will not search for information elsewhere in the SOQ.

Cover letter – Briefly introduce consultant/consultant team and indicate interest in providing Brownfields Historic Preservation/Archeology Services to CCRPC. Identify SOQ point of contact, email address and phone number.

1.0 Overview of the Consultant/Consultant Team – Briefly identify:

- Consultant firm or team
- Structure of firm(s)
- Number of employees
- Years in business
- Office locations, particularly offices proposed to work on this project
- Key consultant/consultant team capabilities and experience *relevant to this project*
- Consultant/consultant team acceptance of CCRPC Master Agreement language, or request for Master Agreement revisions (include proposed revisions in Appendix D).

2.0 Project Organization and Staff (25%) – Briefly provide the following information. Provide staff resumes in Appendix A. If selected, changes in staffing and subcontractors will be permitted only with prior consent of CCRPC.

2.1 Key project management personnel – Identify primary roles and qualifications, including:

- Project Principal/Officer
- Project Manager
- Field Leader
- Technical Reviewers

2.2 Matrix of proposed project staff

- Name, position and email address
- Education
- Relevant licenses, registrations, certifications
- Technical expertise in context of project
- Years with firm
- Total professional experience

2.3 Matrix of proposed subcontractors

- Company name and key contact
- Services provided
- Mailing address
- Phone number
- Email or URL address

3.0 MBE/WBE Status (5%)

Identify whether the consultant/consultant team is certified by US DOT or the Small Business Administration as a Minority Business Enterprise (MBE) or a Women-owned Business Enterprise (WBE). Identify the MBE/WBE status of proposed subcontractors. Describe how the consultant/consultant team will actively seek to include MBE/WBE firms for any additional subcontractors that may be needed for a Brownfields project under this contract.

4.0 Experience (30%)

Briefly describe consultant/consultant team capabilities and experience with the following types of projects.

4.1 Section 106 Reviews since 2005 for EPA-funded Brownfields programs in New England

Identify clients, type of projects, locations, year, standards and guidance used.

4.2 Historic Preservation Studies since 2005 for Act 250 or other redevelopment approvals in Vermont

Briefly identify clients, type of redevelopment, type of historic preservation study, locations, year, standards and guidance used, public information strategies employed.

4.3 Archeology Studies since 2005 for Act 250 or other redevelopment approvals in Vermont

Briefly identify clients, type of redevelopment, type of archeological study, locations, year, standards and guidance used, public information strategies employed.

4.4 Other relevant experience since 2005 in Chittenden County

Briefly identify clients, type of projects, locations, year, public information strategies employed, other information relevant to consultant knowledge of information sources and historical/archeological resources in the County.

5.0 References (30%)

Provide three (3) references and project information for projects identified in section 4.0, preferably Brownfield projects. CCRPC will contact these references to determine consultant performance.

- Project name
- Location
- Year(s)
- Key consultant staff on this project
- Brief description of type of project
- Client reference: Name, Position, Organization, Address, Phone, Email

6.0 Response to Questions (10%)

- 6.1 How can historic preservation and archeology studies contribute to the successful redevelopment of Brownfields properties? Briefly describe examples of this from your experience.
- 6.2 Describe your experience coordinating field work with environmental consultants.
- 6.3 How have you dealt with snow cover when conducting an Archeological Resources Assessment in winter?
- 6.4 How do you determine whether Section 106 findings and recommendations related to environmental sampling activities are also applicable and sufficient for proposed redevelopment of a site? Briefly describe examples of this from your experience.
- 6.5 Identify any proposed staff with current OSHA HAZWOPER 40 hour training. If none, how have you dealt with possible safety and exposure hazards at potentially contaminated sites? Are you willing to have field staff obtain OSHA HAZWOPER 40 hour training?
- 6.6 Provide rate schedules for all proposed staff and identified subcontractors, equipment rates, and amounts of any overhead multipliers or markups in Appendix D.

Appendix A – Staff Resumes

Appendix B – Forms and Certifications

B-1 Proof of registration with the Vermont Secretary of State as a Vermont or foreign firm, or statement of when registration will be completed.

B-2 Proof of insurance coverage with a minimum of:

- General Liability coverage - \$1 million per occurrence, \$2 million aggregate
- Motor Vehicle Liability coverage - \$1 million combined single limit
- Profession Errors & Omissions coverage - \$1 million
- Workers Compensation coverage – per State of Vermont

B-3 MBE/WBE participation form

B-4 Federal Debarment/Suspension certification form

Appendix C – Rate Schedules

C-1 Personnel rate schedule by job category

C-2 Equipment rate schedule(s)

C-3 Subcontractor rate schedule(s)

Appendix D – Master Agreement for Brownfields Consulting Services

Include only if revisions are requested to CCRPC's standard Master Agreement. Clearly identify proposed revisions to this agreement. Failure to identify requested revisions to the Master Agreement will result in the SOQ being deemed incomplete and the SOQ will not be evaluated further. CCRPC reserves the right to accept, reject, or negotiate any proposed revisions to the Master Agreement. Master Agreements will be executed after consultant selection.

ATTACHMENT 2
MASTER AGREEMENT FOR BROWNFIELDS HISTORIC
PRESERVATION/ARCHEOLOGY CONSULTING SERVICES

**MASTER AGREEMENT FOR BROWNFIELDS HISTORIC PRESERVATION/ARCHEOLOGICAL
CONSULTING SERVICES
by and between
Chittenden County Regional Planning Commission
and
CONSULTANT**

This Agreement is made DATE by and between the Chittenden County Regional Planning Commission, with its place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404, hereinafter called "CCRPC" and CONSULTANT, a corporation with its place of business at ADDRESS, hereinafter called "Consultant" (together sometimes referred to as "Parties").

WHEREAS, CCRPC will enter into cooperative agreements with the U.S. Environmental Protection Agency (EPA) pursuant to which CCRPC will receiving funding to conduct environmental site assessments (ESAs) of potentially-contaminated Brownfield properties in Chittenden County (the "EPA Grant"); and

WHEREAS, CCRPC may require historic preservation and/or archeological services related to ESA activities and/or redevelopment of potentially-contaminated Brownfield properties; and

WHEREAS CCRPC, in conformance with the EPA Grant, intends to enter into contracts with qualified consultants for the performance of historic preservation/archeology (HP/A) consulting services at sites to be determined by CCRPC ("HP/A Contracts"); and

WHEREAS the sites to be assessed are not owned by CCRPC, but CCRPC will secure right of entry from the owners; and

WHEREAS, CCRPC and Consultant wish to enter into this Master Agreement for Historic Preservation/Archeology Consulting Services ("Master Agreement") and agree that the terms and conditions herein shall govern all HP/A Contracts between the Parties.

NOW THEREFORE, CCRPC and Consultant, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. **Applicability.** This Master Agreement shall govern all HP/A Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith.
2. **Consultant Acknowledgment and Representation.** Consultant hereby acknowledges that CCRPC has not conducted any inspection of any site and has no special knowledge of the conditions of any site, except as specifically disclosed in writing to the Consultant. CCRPC in entering into any agreement with Consultant relies on Consultant's representation that Consultant is trained and experienced in historic preservation and archeology assessments and is familiar with local, state, and federal laws and regulations applicable to such assessments.
3. **Project Proposals; Contract.** The Consultant will provide CCRPC with a separate proposal for each site specified by CCRPC. Unless otherwise agreed, each proposal will be prepared at Consultant's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by the Consultant.

CCRPC reserves the right to negotiate and approve or disapprove each proposal submitted. Once CCRPC approves a proposal and so indicates in writing, it shall become an HP/A Contract, binding upon the Parties, and no changes to any HP/A Contract shall be valid unless in writing and executed by the Parties.

Based on Consultant's performance, CCRPC may, but need not, continue to contract with Consultant for additional work at a site. Additionally, CCRPC reserves the right to put additional work out to competitive bid.

4. **Damages; Pollution.** Any damage to property resulting from activities conducted under an HP/A Contract shall be restored by Consultant. Consultant shall take reasonable steps to avoid the discharge or spread of pollution or contaminants. CCRPC shall not be held responsible for any damages or spread of pollution.
5. **Termination.** Consultant understands and acknowledges that this Agreement is funded through the EPA Grant. If funding under the Grant is discontinued or terminated, CCRPC may terminate this Agreement and any HP/A Contract as of the effective date of discontinuance or termination by EPA and CCRPC will compensate the Consultant only for work performed through the effective date of termination.

CCRPC may terminate work on a specific site if the property owner withdraws permission for site access. CCRPC or the Consultant may terminate this Agreement for any reason by giving written notice at least thirty (30) days in advance.

All work under this Agreement shall be completed on or before September 31, 2015.

Failure of the Consultant to comply with the terms of this Agreement or of any HP/A Contract or failure of CCRPC to pay the Consultant as agreed shall be deemed a material breach and may constitute grounds for termination.

6. **Ineligible Costs.** The EPA Grant is a reimbursement program. Consultant will not be paid for any ineligible costs.
7. **Consultant's General Obligations.** Consultant will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the completion of the historic preservation/archeology services described in the HP/A Contract. The Consultant will assume responsibility for the general supervision of work performed under this Agreement, including that of any subcontractors, and shall be responsible for safety on the site and protection of the public and property adjacent to a site, as well as all procedures, standards, methods of analysis, interpretations, conclusions and the contents of the work performed under this Master Agreement. Consultant will be responsible for obtaining all required permits, clearances and authorizations for site investigation activities.
8. **Standard of Care.** Consultant shall perform its services hereunder in accordance with applicable standards of professional care and shall conform to generally accepted practices of professionals (including historic preservationists, , historians or archeologists) providing similar services in the same geographic area under similar circumstances.
9. **Deliverables Requirements.** Reports and plans shall be printed using both sides. Unless otherwise specified by CCRPC, a minimum of four (4) copies of draft and final reports and plans shall be provided to CCRPC for distribution. One copy of draft and final reports and plans shall also be provided to CCRPC in digital form (Microsoft Word or pdf format). Maps and appendices may be provided in pdf or jpeg formats.
10. **Invoices; Payment Procedures.** Consultant shall submit monthly invoice statements to CCRPC including a detailed breakdown by task in the proposal for individual staff hours and rates, equipment usage and rates, subcontracted services and markup, and other itemized charges. CCRPC reserves the right to request supplemental information regarding monthly statements.

Monthly statements shall be accompanied by a brief narrative progress report describing work completed and remaining. In accordance with EPA requirements, costs must be tracked and invoiced by individual site if the Consultant is awarded multiple HP/A Contracts.

Payments shall be one hundred percent (100%) of the amount expended during the invoice period. CCRPC will seek to make payments on a Net 30 day's basis upon satisfactory review of the monthly billing and progress report. Should Consultant fail to comply with the terms of this Agreement or the HP/A Contract, CCRPC may withhold payment until such time as the Consultant has met its obligations. The final invoice will be paid upon completion of the Consultant obligations and acceptance by CCRPC.

11. **Insurance.** Consultant will secure and shall at all times maintain in full force and effect insurance of

the following types and minimum amounts:

Workers Compensation – coverage per State of Vermont laws.

General Liability and Property Damage – with all major divisions of coverage including but not limited to premises/operations, products and completed operations, and personal and bodily injury liability, of at least \$1 million per occurrence and \$2 million in aggregate.

Motor Vehicle Liability – coverage of all owned, non-owned and hired vehicles used in connection with this agreement of \$1 million combined single limit

Professional Errors and Omissions – \$1 million

With respect to all such insurance policies, at all times Consultant shall provide CCRPC current certificates of insurance naming CCRPC and the owner of the project site as additional insureds.

- 12. Indemnification.** Consultant shall indemnify and hold harmless CCRPC from any and all liability for personal injury or property damage, including attorney's fees and other costs of litigation, arising out of the performance or non-performance of the Consultant, its employees, agents or subcontractors under this Agreement.
- 13. Ownership of Material.** All maps, data, photographs, slides, renderings, reports, statements, and other documentary data and information prepared under this Agreement shall be accessible to, and become joint property of Consultant and CCRPC. CCRPC and any owner of the site may utilize such material without permission of Consultant. Consultant acknowledges that all written data produced by Consultant shall become part of the public domain. Any questions asked by the public related to work performed shall be immediately referred to CCRPC.
- 14. Federal Debarment and Suspension.** Consultant represents that it is not currently listed on the Excluded Parties Listing System (EPLS), which is found at www.epls.gov. Consultant is further prohibited from awarding subcontracts to individuals or organizations listed on the EPLS.
- 15. Records; Audit and Inspection.** Consultant shall retain all records for a period of five (5) years after expiration of this Master Agreement. If an audit, litigation or other action involving the records before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the five-year period, whichever is later.

The Consultant shall provide free and open access to CCRPC, US EPA, the US Comptroller General, or any of their duly authorized representatives, to any books, documents, papers and records directly pertinent to this Master Agreement for the purpose of making audits, examinations, excerpts, transcripts or copies.
- 16. Federal Contracting Requirements and Applicable Performance Standards.** Consultant shall comply with all applicable Federal contracting requirements, including contractor requirements in CCRPC's EPA Grant (See Addendum A) as well as Applicable Performance Standards, including those standards listed on Addendum B.
- 17. Compliance with Laws.** The Consultant and any subcontractors shall comply with all applicable laws, statutes, ordinance, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof. This Agreement shall be governed by and enforceable under the laws of the State of Vermont.
- 18. Conflict Resolution.** The Parties agree to enter into consultation should any dispute over this Agreement or an HP/A Contract arise.
- 19. ARBITRATION:** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Chittenden County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in

any such arbitration proceeding shall be entitled to an award of reasonable attorney's fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party's request for arbitration hereunder.

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

20. Severability. The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION CONSULTANT

Charles Baker, Executive Director

Printed Name and Title

Signature

Signature

Date

Date

ADDENDUM A

**Master Agreement for Brownfield Consulting Services
Chittenden County Regional Planning Commission**

A copy of CCRPC's EPA Grant is attached and incorporated by reference.

ADDENDUM B

Master Agreement for Brownfield Consulting Services Chittenden County Regional Planning Commission

Nonexclusive List of Applicable Performance Standards

Historic Preservation and Archeology:

- ◆ 36 CFR 800 Protection of Historic Properties
- ◆ 36 CFR 67 Standards for Rehabilitation
- ◆ 36 CFR 68 Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings
- ◆ Vermont Historic Preservation Act. 22 VSA 14
- ◆ Vermont Historic Preservation Act Rules
- ◆ Criterion 8, 10 VSA 151 (Act 250)
- ◆ Advisory Council on Historic Preservation. 1/1/2009 or most current. Section 106 Archeology Guidance
- ◆ Vermont Division of Historic Preservation. Revised 8/2008 or most current. Photographic Documentation Requirements for Historic Structures.
- ◆ Vermont State Historic Preservation Office. Working Draft July 2002, or most current. Guidelines for Conducting Archeology in Vermont.
- ◆ Vermont Division of Historic Preservation. Environmental Predictive Model for Locating Precontact Archeological Sites.

Health & Safety:

- ◆ 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER)

ATTACHMENT 3
FORMS AND CERTIFICATIONS

**CHITTENDEN COUNTY BROWNFIELDS INITIATIVE
MBE/WBE PARTICIPATION**

Under the terms of its grant agreement with the US Environmental Protection Agency, the Chittenden County Regional Planning Commission (CCRPC) is required to report all activity by Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

The MBE/WBE “fair share” goals/objectives for this contract are

- **MBE: 1% Construction; 1.2% Supplies; 1.2% Services; 2% Equipment**
- **WBE: 5% Construction; 3.8% Supplies; 1.7% Services; 8% Equipment**

Consultants awarded contracts under this RFQ agree to ensure, to the fullest extent possible, that at least the applicable “fair share” objectives of Federal funds for prime contract or subcontracts for supplies, construction, equipment or services are made available to organizations with MBE or WBE certification from the Small Business Administration or US Department of Transportation. Consultants are required to follow the Six Good Faith Efforts (40 CFR 33) and to require all subcontractors do the same for subcontracts.

Please indicate whether you or your subcontractors are certified MBE or WBE firms by checking one of the following:

_____ My firm is a certified ___ MBE or ___ WBE (check as applicable).

_____ One or more subcontractors identified in the SOQ is a certified MBE or WBE

Identify certified MBE/WBE subcontractors:

___ MBE or ___ WBE – Name: _____

___ MBE or ___ WBE – Name: _____

___ MBE or ___ WBE – Name: _____

___ MBE or ___ WBE – Name: _____

_____ No certified MBE/WBE subcontractors are identified in the SOQ, but I agree to procure supplies, construction, equipment or services to support the MBE/WBE “fair share” goals/objectives of this contract.

_____ None of the above.

Company Name: _____

Print or type your company name here

By: _____

Print or type name and title of person certifying MBE/WBE status

Signature: _____

Signature of person certifying MBE/WBE status

Date: _____

**CHITTENDEN COUNTY BROWNFIELDS INITIATIVE
FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION**

Under Subpart C of 2 CFR 180, grant funds may not be used to do business with individuals or organizations on the Excluded Parties List System, available at <http://www.epls.gov>. Please check and certify to all of the following:

___ Neither Consultant/Consultant Team nor any principal employees of the Consultant/Consultant Team are on the Excluded Parties List System.

___ Neither proposed subconsultant nor any principal employees of proposed subconsultants are on the Excluded Parties List System.

___ Consultant/Consultant Team agrees to fully comply with Subpart C of 2 CFR 180, and to require inclusion of a similar term or condition in any subsequent lower tier covered transaction.

Company Name: _____

Print or type your company name here

By: _____

Print or type name and title of certifying person

Signature: _____

Signature of certifying person

Date: _____

MASTER AGREEMENT FOR BROWNFIELDS CONSULTING SERVICES
by and between
Chittenden County Regional Planning Commission
and
NAME OF COMPANY, Co.

This Agreement is made February ____ 2011 by and between the Chittenden County Regional Planning Commission, with its place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404, hereinafter called "CCRPC" and The NAME OF COMPANY Company, a corporation with its place of business at P100 State Street, Suite 600, Montpelier VT 05602, hereinafter called "Consultant" (together sometimes referred to as "Parties").

WHEREAS, CCRPC will enter into cooperative agreements with the U.S. Environmental Protection Agency (EPA) pursuant to which CCRPC will receiving funding to conduct environmental site assessments (ESAs) of potentially-contaminated Brownfield properties in Chittenden County (the "EPA Grant"); and

WHEREAS CCRPC, in conformance with the EPA Grant, intends to enter into contracts with qualified consultants for the performance of ESA services at sites to be determined by CCRPC ("ESA Contracts"); and

WHEREAS the sites to be assessed are not owned by CCRPC, but CCRPC will secure right of entry from the owners; and

WHEREAS, CCRPC and Consultant wish to enter into this Master Agreement for Brownfield Consulting Services ("Master Agreement") and agree that the terms and conditions herein shall govern all ESA Contracts between the Parties.

NOW THEREFORE, CCRPC and Consultant, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. **Applicability.** This Master Agreement shall govern all ESA Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith.
2. **Consultant Acknowledgment and Representation.** Consultant hereby acknowledges that CCRPC has not conducted any inspection of any site and has no special knowledge of the conditions of any site, except as specifically disclosed in writing to the Consultant. CCRPC in entering into any agreement with Consultant relies on Consultant's representation that Consultant is trained and experienced in environmental site assessments and is familiar with local, state, and federal laws and regulations applicable to such assessments.
3. **Project Proposals; Contract.** The Consultant will provide CCRPC with a separate proposal for each site specified by CCRPC. Unless otherwise agreed, each proposal will be prepared at Consultant's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by the Consultant.

CCRPC reserves the right to negotiate and approve or disapprove each proposal submitted. Once CCRPC approves a proposal and so indicates in writing, it shall become an ESA Contract, binding upon the Parties, and no changes to any ESA Contract shall be valid unless in writing and executed by the Parties.

Based on Consultant's performance, CCRPC may, but need not, continue to contract with Consultant for additional work at a site. Additionally, CCRPC reserves the right to put additional work out to competitive bid.

4. **Damages; Pollution.** Any damage to property resulting from activities conducted under an ESA Contract shall be restored by Consultant. Consultant shall take reasonable steps to avoid the discharge or spread of pollution or contaminants. CCRPC shall not be held responsible for any

damages or spread of pollution.

5. **Engineer Certification.** Consultant will have on staff a Vermont Registered Environmental Engineer who shall in writing certify that each Corrective Action Plan prepared under this Agreement was conducted in accordance with generally accepted engineering and applicable environmental practices and standards.
6. **Termination.** Consultant understands and acknowledges that this Agreement is funded through the EPA Grant. If funding under the Grant is discontinued or terminated, CCRPC may terminate this Agreement and any ESA Contract as of the effective date of discontinuance or termination by EPA and CCRPC will compensate the Consultant only for work performed through the effective date of termination.

CCRPC may terminate work on a specific site if the property owner withdraws permission for site access. CCRPC or the Consultant may terminate this Agreement for any reason by giving written notice at least thirty (30) days in advance.

All work under this Agreement shall be completed on or before September 31, 2015.

Failure of the Consultant to comply with the terms of this Agreement or of any ESA Contract or failure of CCRPC to pay the Consultant as agreed shall be deemed a material breach and may constitute grounds for termination.

7. **Ineligible Costs.** The EPA Grant is a reimbursement program. Consultant will not be paid for any ineligible costs.
8. **Consultant's General Obligations.** Consultant will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the completion of the ESA described in the ESA Contract. The Consultant will assume responsibility for the general supervision of work performed under this Agreement, including that of any subcontractors, and shall be responsible for safety on the site and protection of the public and property adjacent to a site, as well as all procedures, standards, methods of analysis, interpretations, conclusions and the contents of the work performed under this Master Agreement. Consultant will be responsible for obtaining all required permits, clearances and authorizations for site investigation activities.
9. **Standard of Care.** Consultant shall perform its services hereunder in accordance with applicable standards of professional care and shall conform to generally accepted practices of professionals (including engineers, hydrologists, geologists, and scientists) providing similar services in the same geographic area under similar circumstances.
10. **Deliverables Requirements.** Reports and plans shall be printed using both sides. Unless otherwise specified by CCRPC, a minimum of five (5) copies of draft and final reports and plans shall be provided to CCRPC for distribution. One copy of draft and final reports and plans shall also be provided to CCRPC in digital form (Microsoft Word or pdf format). Maps and appendices may be provided in pdf or jpeg formats.
11. **Invoices; Payment Procedures.** Consultant shall submit monthly invoice statements to CCRPC including a detailed breakdown by task in the proposal for individual staff hours and rates, equipment usage and rates, subcontracted services and markup, and other itemized charges. CCRPC reserves the right to request supplemental information regarding monthly statements.

Monthly statements shall be accompanied by a brief narrative progress report describing work completed and remaining. In accordance with EPA requirements, costs must be tracked and invoiced by individual site if the Consultant is awarded multiple ESA Contracts.

Payments shall be one hundred percent (100%) of the amount expended during the invoice period. CCRPC will seek to make payments on a Net 30 day's basis upon satisfactory review of the monthly billing and progress report. Should Consultant fail to comply with the terms of this Agreement or the ESA Contract, CCRPC may withhold payment until such time as the Consultant has met its obligations. The final invoice will be paid upon completion of the Consultant obligations and acceptance by CCRPC.

12. Historic Site Impact. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, Consultant shall first notify CCRPC and obtain written approval to proceed.

13. Insurance. Consultant will secure and shall at all times maintain in full force and effect insurance of the following types and minimum amounts:

Workers Compensation – coverage per State of Vermont laws.

General Liability and Property Damage – with all major divisions of coverage including but not limited to premises/operations, products and completed operations, and personal and bodily injury liability, of at least \$1 million per occurrence and \$2 million in aggregate.

Motor Vehicle Liability – coverage of all owned, non-owned and hired vehicles used in connection with this agreement of \$1 million combined single limit

Professional Errors and Omissions – \$1 million

With respect to all such insurance policies, at all times Consultant shall provide CCRPC current certificates of insurance naming CCRPC and the owner of the project site as additional insureds.

14. Indemnification. Consultant shall indemnify and hold harmless CCRPC from any and all liability for personal injury or property damage, including attorney's fees and other costs of litigation, arising out of the performance or non-performance of the Consultant, its employees, agents or subcontractors under this Agreement.

15. Ownership of Material. All maps, data, photographs, slides, renderings, reports, statements, and other documentary data and information prepared under this Agreement shall be accessible to, and become joint property of Consultant and CCRPC. CCRPC and any owner of the ESA site may utilize such material without permission of Consultant. Consultant acknowledges that all written data produced by Consultant shall become part of the public domain. Any questions asked by the public related to work performed shall be immediately referred to CCRPC.

16. Federal Debarment and Suspension. Consultant represents that it is not currently listed on the Excluded Parties Listing System (EPLS), which is found at www.epls.gov. Consultant is further prohibited from awarding subcontracts to individuals or organizations listed on the EPLS.

17. Records; Audit and Inspection. Consultant shall retain all records for a period of five (5) years after expiration of this Master Agreement. If an audit, litigation or other action involving the records before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the five-year period, whichever is later.

The Consultant shall provide free and open access to CCRPC, US EPA, the US Comptroller General, or any of their duly authorized representatives, to any books, documents, papers and records directly pertinent to this Master Agreement for the purpose of making audits, examinations, excerpts, transcripts or copies.

18. Federal Contracting Requirements and Applicable Performance Standards. Consultant shall comply with all applicable Federal contracting requirements, including contractor requirements in CCRPC's EPA Grant (See Addendum A) as well as Applicable Performance Standards, including those standards listed on Addendum B.

19. Compliance with Laws. The Consultant and any subcontractors shall comply with all applicable laws, statutes, ordinance, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof. This Agreement shall be governed by and enforceable under the laws of the State of Vermont.

20. Conflict Resolution. The Parties agree to enter into consultation should any dispute over this Agreement or an ESA Contract arise.

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power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney's fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party's request for arbitration hereunder.

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22. Severability. The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

**CHITTENDEN COUNTY REGIONAL PLANNING
COMMISSION**

The NAME OF COMPANY Company

Charles Baker, Executive Director

Printed Name and Title

Signature

Signature

Date

Date

ADDENDUM A

**Master Agreement for Brownfield Consulting Services
Chittenden County Regional Planning Commission**

A copy of CCRPC's EPA Grant is attached and incorporated by reference.

ADDENDUM B

Master Agreement for Brownfield Consulting Services Chittenden County Regional Planning Commission

Nonexclusive List of Applicable Performance Standards

Health & Safety Regulations:

- ◆ 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER)

Phase I Work:

- ◆ 40 CFR 312 Standards For Conducting All Appropriate Inquiries
- ◆ ASTM Standard E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (or most current version)

Phase II Work:

- ◆ Quality Assurance Guidance For Conducting Brownfields Site Assessments, EPA 540-R-038, September 1998 (or most current version)
- ◆ EPA Requirements For Quality Assurance Project Plans, EPA 240-B-01-002, March 2001 (or most current version)
- ◆ Site Investigation Procedure, Vermont ANR, June 2005 (or most current version)

Underground Storage Tanks:

- ◆ Underground Storage Tank Closure and Site Assessment Requirements, Vermont ANR, June 2003 (or most current version)

Petroleum Contaminated Soil:

- ◆ Agency Guidelines for Petroleum Contaminated Soil and Debris, Vermont ANR, August 1996 (or most current version)

Corrective Action Plans:

- ◆ Corrective Action Guidance, Vermont ANR, November 1997 (or most current version)

Guidelines for Choosing Consultants for Specific Brownfields Projects

Approved January 26, 2012

In general, project sites will be assigned to spread the work across the pre-qualified consultants.

This general rule will not be rigidly applied if there are other relevant considerations that make a consultant more or less suited to a specific project. For example:

1. The consultant has satisfactorily performed previous phases of work at the project site.
2. The consultant has (or does not have) specific knowledge, experience or capabilities that would make them better (or less) matched to the needs of the specific project (e.g., experience in locale; key in-house expertise relevant to expected needs of the project)
3. The consultant cannot provide the staffing, scope, schedule or budget required for the project (e.g., key staff are not available for the project).
4. The consultant's performance with Chittenden County Brownfields Initiative has not been satisfactory.