

**REQUEST FOR QUALIFICATIONS DEADLINE: 4:00 p.m., EDT, August 11, 2021**  
**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 Environmental Protection Agency (EPA). That initiative has grown into an established Program with a track record of successful implementation not only of the 2006 grant but also of subsequent EPA Assessment grants awarded in 2008, 2010, 2016 and 2018. Information about the CCRPC's Brownfields Program is available at: <http://www.ccrpcvt.org/our-work/economic-development/brownfields/>

CCRPC is issuing this Request for Qualifications with the intent of selecting several qualified environmental consultants or consultant teams to provide Phase I and Phase II Environmental Site Assessments (ESA), Cleanup Planning services (Corrective Action Plans, Evaluation of Corrective Action Alternatives, etc.) and related services on an "on-call" basis for a period of four (4) years commencing in August/September 2021. 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.

Work by these consultants would be funded via grants from the EPA, the State of Vermont or its assignees and other funding sources to be determined.

Note that the CCRPC does not own any of the properties for which Brownfields assessment consulting services are sought.

## 2.0 SCOPE OF SERVICES

### 2.1 Project Coordination

Work conducted under this contract involves close coordination with CCRPC staff, its Brownfields Advisory Committee, the Vermont Department of Environmental Conservation (DEC), 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, transportation consultants, land use planning consultants and other professionals that may be involved with the potential redevelopment of a given property.

US EPA and/or 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 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Processes* (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), tax map parcel identifiers, and ZIP code. The consultant/consultant team will submit the draft Phase I report to CCRPC for review prior to submission to CCRPC, US EPA, VT DEC, the Vermont Department of Health (VDH), the site owner, potential purchasers and other parties identified for the particular site. Reports will be submitted in hard and/or electronic copies, as specified by CCRPC. Phase I ESAs shall also be conducted consistent with *The Investigation and Remediation of Contaminated Properties Rule (IRule) July 6, 2019* [https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

## 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, namely:

- ◆ *EPA-New England, Region 1 Guidance for Planning and Documenting Brownfields Projects; Generic Quality Assurance Project Plans and Site-Specific QAPP Addenda*
- ◆ *The Investigation and Remediation of Contaminated Properties Rule (IRule) July 6, 2019*  
[https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

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 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.
- ◆ For Phase II ESA or Soil Monitoring services related to Underground Storage Tanks, consultant shall conduct work consistent with Underground Storage Tank Closure and Site Assessment Requirements, Vermont ANR, October 26,2020 at <https://dec.vermont.gov/sites/dec/files/wmp/UST/UST-Rules.pdf>

## 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 Vermont Department of Health (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 conducted consistent with *The Investigation and Remediation of Contaminated*

*Properties Rule (IRule) July 6, 2019*

[https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

Corrective Action Plans must evaluate at least three cleanup alternatives based on effectiveness, ability to implement, and cost, and the effectiveness evaluation must include a discussion of how each alternative considered may be affected by climate change impacts. For the selected alternative only, the Corrective Action Plan must include a discussion of how it can be optimized in accordance with the Region 1 Green Remediation Policy. For this optimization analysis, it is recommended that the *ASTM E2893-16 Best Management Practices* approach be used, available at: <https://www.epa.gov/greenercleanups/greener-cleanup-consensus-standard-initiative>. The recommendations of appropriate risk management and site remediation measures shall be presented in an Evaluation of Corrective Action Alternatives (ECAA) report conducted consistent with *The Investigation and Remediation of Contaminated Properties Rule (IRule) July 6, 2019* [https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

The ECAA 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 ECAA 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 follow the required format provided in Attachment 1 to this RFQ.
- Submit one (1) copy via email as a single PDF or ZIP file to [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)
- Clearly indicate in the Message Header
  - CCRPC Brownfields SOQ submittal;

➤ **Submissions must be transmitted by 4:00 p.m., EDT, Wednesday, August 11, 2021**

**Proposals received after this deadline will not be accepted.**

Questions regarding this RFQ should be submitted in writing by email to Dan Albrecht, CCRPC Senior Planner ([dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)). NO PHONE CALLS PLEASE

**Questions must be submitted by 4:00 p.m., EDT, Monday, August 2, 2021 via email to [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)** to ensure all parties have adequate time to review the answers. CCRPC will post a list of questions and answers no later than Thursday August 5, 2021 linked at the CCRPC website for consultant information <http://www.ccrpcvt.org/resources/rfprfqgrants/>

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. Note, CCRPC will also be receiving State of Vermont funds via a subgrant from the Mount Ascutney Regional Commission (MARC) for brownfields assessment and cleanup planning. The CCRPC may also receive other funds from the State of Vermont or other entities. The *STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 15, 2017* apply if a task order / contract is funded via State of Vermont dollars and is included in the attached 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 nor to CCRPC's funding agreements with the State of Vermont, MARC or other entities. 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 (available in Appendix C of this SOQ) must be completed and included in the submission.

- 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 its Brownfields Advisory Committee. The Selection Committee may elect to interview any or all consultants prior to final selection. Interviews will take place via video platform such as Zoom or Teams.

The following criteria will be used to evaluate the SOQs. The relative importance of each criterion in the evaluation is noted in percentages:

- **Completeness and responsiveness of submission. This is a threshold criterion. Incomplete or non-responsive SOQs will not be evaluated further.**
- **Education, Licenses, registrations, certifications, years of experience of assigned staff (30%)**
- **MBE/WBE status or good faith effort in using MBE/WBE subcontractors (5%)**
- **Relevant Experience (40%)**
- **Performance on similar projects, as determined by reference checks and submitted examples (25%)**

CCRPC reserves the right to seek clarification of any SOQ submitted and to select the consultants considered to best promote the public interest. 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 no later than mid-September 2021.** Selection as an “on-call” consultant makes a firm eligible but does not guarantee selection to work on a specific site in the future. The CCRPC will then issue a Master Agreement consistent with the Retainer Contracts described in the most recent version of CCRPC’s Procurement Policy.

## **6.2 Selection of Retained Consultants to perform requested site-specific services**

As specific projects are recommended by the Brownfields Advisory Committee for assessment or corrective action planning, the CCRPC will use one of the two following options to determine which consultant from among its selected pool will be used to perform the needed work.

Option A is the most common method used by CCRPC in its Brownfields Program. Option A is for CCRPC to select one of the on-call consultants/consultant teams based on the consultant’s qualifications/familiarity with the specific site, current workload, availability, and/or 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.

Option B may also be exercised at the discretion of the CCRPC. Typically, this option is exercised when the scope of work is exploratory in nature, or the anticipated cost is hard to estimate. Under this option, the CCRPC will solicit proposals from 2-4 consultants in its pool to request submission by a date certain of a site-specific proposal including scope of work, schedule, cost and other information as follows:

- 1) If the work to be funded by CCRPC is anticipated to cost not more than \$100,000 but more than the current Federal micro-purchase threshold, then the CCRPC will use a simplified bid process consisting of a specific and detailed statement of work for the service or product desired and solicitation of written price quotations. The statement of work to be performed and request for price quotation will be provided in a timely manner to at least three potential firms from among its consultant pool. The CCRPC and its Brownfields Advisory Committee will review the proposal(s) received and select a firm with which to negotiate a contract (scope of work, schedule and cost, etc.) for completion of the site-specific work.
- 2) If the work is anticipated by CCRPC to cost less than the current Federal micro-purchase threshold than the CCRPC may contact as few as two potential firms from among its consultant pool but still use some of the other elements of its simplified bid process described in the preceding paragraph. The CCRPC will review the proposal(s) received and select a firm with which to negotiate a contract (scope of work, schedule and cost, etc.) for completion of the site specific work.
- 3) In the unlikely event that a single contract for a site-specific project is estimated to cost more than \$100,000 CCRPC will use a standard bid process as defined in its Procurement Policy.
- 4) In all three cases above, the exact process will be as defined consistent with the most current version of CCRPC's Administrative and Operating Policies and Procedures.

It is the desired but not required intent of CCRPC to provide relatively equal amounts of total contract funding over the four-year term of the Master Agreement to each of the selected on-call firms. However, firms should know that this is an aspiration only and not required. CCRPC reserves the right to make selection decisions / contract awards on the basis of past performance, consultant availability, landowner or purchaser preference and other factors.

It is anticipated that the consultant chosen for a Phase II site assessment at a specific site will be retained for 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 using Option A or solicit other proposals from among its consultant pool using Option B based on consultant performance, consultant availability, 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 municipal officials, VT DEC, VDH, property owners and/or prospective purchasers to complete the work.

### **ATTACHMENTS**

1. SOQ Format and Requirements
2. Master Agreement for Brownfields Consulting Service
3. SOQ Forms and Certifications

## **SOQ 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 the Cover Letter, Appendices and submitted work examples as requested in section 3.
- Submit one (1) copy via email as a single PDF or ZIP file to [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)
- Clearly indicate in the Message Header: CCRPC Brownfields SOQ submittal.
- **Submissions must be received by 4:00 p.m., EDT, Wednesday, August 11, 2021.** CCRPC staff will confirm receipt via email. Applicants may call if no receipt received within 24 hours of transmittal

**Proposals received after this deadline will not be accepted.**

Questions regarding this RFQ should be submitted in writing by email to Dan Albrecht, CCRPC Senior Planner ([dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)). NO PHONE CALLS PLEASE

**Questions must be submitted by 4:00 p.m., EDT, Monday, August 2, 2021 via email to [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org)** to ensure all parties have adequate time to review the answers. CCRPC will post a list of questions and answers no later than Thursday August 5, 2021 at the CCRPC website for consultant information <http://www.ccrpcvt.org/resources/rfprfqgrants/>

**The SOQ shall be submitted in 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 (2-page max)** – 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. Please also include:

- Consultant firm or team
- Structure of firm(s)
- Number of employees (that could be involved with this program)
- Years in business
- Office locations, particularly offices proposed to work on this project
- A statement regarding Consultant/consultant team acceptance of CCRPC Master Agreement language, or a request for Master Agreement revisions (include proposed revisions in Appendix D).

#### **1.0 Details on Team organization and individual members (30%)**

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 which should detail education, licenses, registrations, certificates, years of brownfields

experience and other applicable information for each team member. If selected, changes in staffing and subcontractors will be permitted only with prior consent of CCRPC.

1.1 Key project management personnel – Identify primary roles and qualifications, such as:

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

1.2 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 years of professional experience

1.3 Matrix of proposed subcontractors

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

## **2.0 MBE/WBE Status (5%)**

Using the attached CHITTENDEN COUNTY BROWNFIELDS PROGRAM MBE/WBE PARTICIPATION form, 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.

## **3.0 Relevant Experience (40%)**

*Briefly* highlight consultant/consultant team capabilities and experience with the following types of projects. **Presentation in Table format required.**

3.1 Phase I ESAs since January 2016 for EPA-funded Brownfields programs in Vermont, especially in Chittenden County

For each ESA identify lead staff person, client, type of project, e911 address, year, type of contaminants, standards/guidance used.

- Please include one (1) PDF of a recent Phase I ESA completed by your firm ideally in Chittenden County.

### 3.2 Phase II ESAs since January 2016 for EPA-funded Brownfield programs in Vermont, especially Chittenden County

For each ESA identify lead staff person, client, type of project, e911 address, year, type of environmental media and contaminants, sampling strategies employed, type of fate and transport assessment done, standards/guidance used, public information strategies employed.

- Please include one (1) PDF of a recent Phase II ESA completed by your firm ideally in Chittenden County.

### 3.3 Quantitative Health Risk Assessments since January 2016 for EPA-funded Brownfield programs in New England, especially in Vermont

For each HRA, identify lead staff person, client, type of project, e911 address, year, type of environmental media and contaminants, exposure scenarios considered, standards/guidance used, public information strategies employed.

- Please include one (1) PDF of a recent Quantitative Health Risk Assessment completed by your firm ideally in Vermont.

### 3.4 Corrective Action Plans and Evaluation of Corrective Action Alternatives since January 2016 for EPA-funded Brownfield programs in Vermont, especially in Chittenden County

For each CAP/ECAA briefly identify lead staff person, client, type of project, e911 address, year, type of environmental media and contaminants, planned end-use of site, alternatives considered, clean up technologies/strategies chosen, standards/guidance used, public information strategies employed.

- Please include one (1) PDF of a recent Corrective Action Plan completed by your firm ideally in Chittenden County.

### 3.5 Implementing Brownfield Corrective Actions since January 2016 in Vermont, especially in Chittenden County

For each briefly identify lead staff person, client, type of project, e911 address, year, type of environmental media and contaminants, clean up technologies implemented, success meeting clean-up goals.

- Please include one (1) PDF of a report or memo describing your firm's oversight/management of a brownfields corrective action completed by your firm ideally in Vermont.

## **4.0 References (25%)**

Provide four (4) references and project information for EPA-funded Brownfield projects, from

among the projects identified in section 3 above.

- Project name
  - E911 address
  - Year(s)
  - Key consultant staff on this project
  - Brief description of type of project
  - Client reference: Name, Position, Organization, Address, Phone, Email
- CCRPC will contact these references to determine consultant performance.

### **SOQ Appendix A – Staff Resumes**

Please try to limit these to one (1) page per person.

### **SOQ 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

### **SOQ Appendix C – Rate Schedules**

C-1 Personnel rate schedule by job category

C-2 Equipment rate schedule(s)

C-3 Subcontractor rate schedule(s) including proposed markup/admin fee by firm

### **SOQ 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.

**SOQ ATTACHMENT 2**

**MASTER AGREEMENT FOR BROWNFIELDS CONSULTING SERVICE**

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

This Agreement is made this \_\_\_ day of \_\_\_\_\_ 2021 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 currently has a cooperative agreement with the U.S. Environmental Protection Agency (EPA), may enter into future agreements with the EPA, and will shortly receive State of Vermont funding and possibly other funding pursuant to which CCRPC will be able to support the conduct of environmental site assessments (ESAs) and the development of Corrective Action Plans (CAPs) of potentially-contaminated Brownfield properties in Chittenden County (the "EPA Grant"); and

WHEREAS CCRPC, in conformance with the EPA Grant and its own Procurement Policy, intends to enter into contracts with qualified consultants for the performance of ESA services and CAP services at sites to be determined by CCRPC (herein after "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 or other funding sources. If funding under the Grant or other sources is discontinued or terminated, CCRPC may terminate this Agreement and any ESA Contract as of the effective date of discontinuance or termination by EPA or other funding entities 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 30, 2025.

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 and other funding received by the CCRPC constitute reimbursement programs. Consultant will not be paid for any ineligible costs nor be paid in advance for any services.
- 8. Consultant's General Obligations.** Consultant will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the completion of the ESAs or CAPs 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. Communicating & Acknowledging Funding Support:** Written publications must include the following statement: "This project is supported by the (*US Environmental Protection Agency or other sources as requested by CCRPC*), the Chittenden County Regional Planning Commission, and the nineteen member municipalities in Chittenden County", and include the appropriate agency logos. Publications from businesses, municipalities or organizations receiving CCRPC funds include: press releases, media interviews, final reports and events.
- 12. 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.

***All invoices must be signed by an official who can legally bind the Consultant and includes the following certification of expense clause: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."***

Monthly statements shall be accompanied by a brief narrative progress report describing work completed and remaining. In accordance with EPA and State and CCRPC 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.

- 13. 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.

- 14. 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 the General Liability and Motor Vehicle Liability 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.

- 15. 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.
- 16. 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 and may not be copyrighted or resold by the Consultant. Any questions asked by the public related to work performed shall be immediately referred to CCRPC. The CCRPC shall not modify maps, data, photographs, slides, renderings, reports, statements, and other documentary data and information prepared by the Consultant under this Agreement.
- 17. Federal Debarment and Suspension.** Consultant represents that it is not currently listed on the Excluded Parties Listing System (EPLS), which is found at <https://www.visualofac.com/regulations/excluded-parties-list-system/> Consultant is further prohibited from awarding subcontracts to individuals or organizations listed on the EPLS.
- 18. 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 commences 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 State of Vermont, 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.
- 19. Federal Contracting Requirements and Applicable Performance Standards.** Consultant shall comply with all applicable Federal and State 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.
- 20. 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.
- 21. Conflict Resolution.** The Parties agree to enter into consultation should any dispute over this Agreement or an ESA Contract arise.
- 22. ARBITRATION:** Disputes between the parties will first be attempted to be resolved by senior representatives of the parties. Barring resolution in the manner, non-binding mediation will be entered prior to resorting to binding 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.**

**23. 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**

**Catherine McMains, CCRPC Board Chair**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A to CCRPC Master Agreement for Brownfield Consulting Services**

See attached Chittenden County Regional Planning Commission Workplan for CERCLA Section 104(k) Assessment Cooperative Agreement, Period of Performance: 10/1/2018 - 9/30/2022

## ASSESSMENT WORKPLAN, *As revised, June 2021*

### Chittenden County Regional Planning Commission Workplan for CERCLA Section 104(k) Assessment Cooperative Agreement Period of Performance: 10/1/2018 - *9/30/2022*

#### 1. GOAL 1: Core Mission

##### Objective 1.3 Revitalize Land and Prevent Contamination

##### CFDA: 66.818 Assessment, Cleanup, and Revolving Loan Fund Grants

**OBJECTIVE:** The Small Business Liability Relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct cleanup and reuse planning, remediate, or capitalize revolving loan funds to remediate, eligible Brownfields sites. Entities are selected from proposals prepared in accordance with the “Proposal Guidelines for Brownfield Assessment, Revolving Loan Fund, and Cleanup Grants,” and submitted in a national competition. Chittenden County Regional Planning Commission (CCRPC), as a regional organization, was selected for Assessment funding in the FY 2018 competition.

Burlington and Winooski, two of the municipalities served by CCRPC, have relatively high levels of business and retail activity but sizeable numbers of residents experiencing poverty. In addition, the industrial history of both cities has resulted in likely contamination at former industrial sites, railyards and auto garages. Additionally, CCRPC has identified 29 current underground storage tanks (USTs) in Winooski, and analysis of historical records shows the possibility of over 100 additional USTs. In Burlington, inventories conducted by the Vermont Department of Environmental Conservation have identified 206 known UST sites. 140 of Burlington’s UST sites and 15 of Winooski’s UST sites have been identified as having petroleum contamination. Additionally, Burlington and Winooski combined have 66 sites contaminated with hazardous substances, 10 of which are active.

Assessing the ownership status and condition of properties in this area will aid the redevelopment of this area in accordance with local planning efforts, and bring about a higher use that is more beneficial to the community. The goals of the project to be funded by this cooperative agreement is to develop an inventory of brownfield properties, from which properties will be prioritized and assessed in a streamlined and cost-effective manner, and further action needs will be determined in order to facilitate the properties’ redevelopment. These goals will be accomplished by site-specific and non-site-specific assessment activities. Non-site-specific tasks include developing and periodically updating the inventory of potential brownfield properties, obtaining contractor services to provide technical assistance and oversight, area-wide planning and conducting public outreach workshops and preparing outreach materials relevant to the project. Site-specific tasks include performing assessments (6 Phase Is, 7 Phase IIs), preparing site sampling plans, conducting cleanup/reuse planning, and enrolling appropriate sites in the Vermont Redevelopment of Contaminated Properties Program (RCP Program), to determine whether further assessment, cleanup, or no action is required before redevelopment can occur.

Cooperative agreement funding will be used to cover the costs of activities at or in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative

agreement will be carried out by the CCPRC Project Manager, assisted by the Business Manager, with technical assistance and oversight to be performed by a Qualified Environmental Professional (QEP) and the RCP Program.

**2. FUNDING: \$200,000 Hazardous Substances; \$100,000 Petroleum**

**3. BUDGET (Note: original budget as submitted in 2018, has been amended since then)**

Hazardous Substances Assessment Grant Budget

	Task 1 Cooperative Agreement Oversight	Task 2 Community Engagement	Task 3 Site Assessment Activities	Task 4 Site Reuse and Cleanup Planning	Total
Personnel	\$3,900	\$6,809	\$8,057	\$2,649	\$21,415
Fringe Benefits	\$1,440	\$2,508	\$2,960	\$972	\$7,880
Travel	\$1,324	\$54	\$54	\$54	\$1,486
Contractual	\$0	\$1,219	\$143,000	\$25,000	\$169,219
<b>Total</b>	<b>\$6,664</b>	<b>\$10,590</b>	<b>\$154,071</b>	<b>\$28,675</b>	<b>\$200,000</b>

Petroleum Assessment Grant Budget

	Task 1 Cooperative Agreement Oversight	Task 2 Community Engagement	Task 3 Site Assessment Activities	Task 4 Site Reuse and Cleanup Planning	Total
Personnel	\$1,995	\$3,189	\$2,975	\$2,009	\$10,168
Fringe Benefits	\$740	\$1,168	\$1,090	\$734	\$3,732
Travel	\$1,324	\$54	\$54	\$54	\$1,486
Contractual	\$0	\$614	\$72,000	\$12,000	\$84,614
<b>Total</b>	<b>\$4,059</b>	<b>\$5,025</b>	<b>\$76,119</b>	<b>\$14,797</b>	<b>\$100,000</b>

## 4. WORKPLAN TASKS

### Task 1: Cooperative Agreement Oversight

Task 1 - Cooperative Agreement Oversight Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<b>Obtain QEP and legal services (if necessary):</b> <ul style="list-style-type: none"> <li>Request for Proposals /Qualifications unnecessary, as 6 QEPs and 2 archaeological contractors are already secured under multi-year master agreements</li> <li>Conduct annual performance evaluations on QEP</li> <li>Obtain legal services for title searches, regulation interpretations, etc.</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>Performance evaluation reports, and applicable corrective actions</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>High quality products and services to meet project needs</li> <li>Maintain a high level of work effort</li> </ul>	12/31/2018	9/30/2018
<b>Reporting:</b> <ul style="list-style-type: none"> <li>Prepare quarterly reports, MBE/WBE semi-annually, and FFR form at the end of the reporting period</li> <li>Enter site data in ACRES</li> <li>Prepare final report and grant closeout material</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>Quarterly reports and other forms; updated ACRES database; final report and closeout forms</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>Regular communication of project status and next steps; current database for congressional reporting</li> </ul>	1/30/19 ACRES updates and Quarterly reports every quarter; MBE/WBE forms 3/30 & 9/30; SF425 FFR annually by 10/30; all above through 9/30/22 and by grant closeout deadline	ACRES updates and Quarterly reports every quarter; MBE/WBE forms 3/30 & 9/30; SF425 FFR annually by 10/30;
<b>Records:</b> <ul style="list-style-type: none"> <li>Maintain grant files</li> <li>Maintain site project files</li> <li>Maintain financial records</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>Accurate and complete files suitable for audit purposes</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>High quality project records reflective of the work performed</li> </ul>	Continuously throughout grant period	Continuously throughout grant period
<b>Requests for Reimbursements or Advances</b>	Outputs: <ul style="list-style-type: none"> <li>Forms submitted to Las Vegas for payment</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>Reduce unliquidated obligations</li> </ul>	Continuously throughout grant period	Continuously throughout grant period
<b>Training:</b> <ul style="list-style-type: none"> <li>Attend EPA Brownfields Conferences and other regional workshops</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>Attend Brownfields conference</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>Improve Brownfields knowledge and expand networking opportunities</li> </ul>	As needed	Regional trainings with Vermont DEC

## Task 2: Community Engagement

Task 2 – Community Engagement Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<ul style="list-style-type: none"> <li>Continue Brownfields Advisory Committee meetings and seek new membership as needed</li> <li>Ensure that commitments made by CBOs in proposal are implemented.</li> </ul>	<p>Outputs:</p> <ul style="list-style-type: none"> <li>Bi-monthly meetings, meeting agendas, attendance lists and meeting notes</li> </ul> <p>Commitments from CBOs</p> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>An active and motivated workgroup driving Brownfields initiatives</li> </ul>	<p><del>12/31/2018</del></p> <p>9/30/2022</p>	<p>See agenda and minutes for numerous meetings at <a href="https://www.ccrpcvt.org/our-work/economic-development/brownfields/#advisory-committee">https://www.ccrpcvt.org/our-work/economic-development/brownfields/#advisory-committee</a></p>
<p><b>Develop and Maintain Marketing Materials:</b></p> <ul style="list-style-type: none"> <li>Update existing brochure and FAQ fact sheets with latest successful funding projects</li> <li>Update website with latest successful funding projects</li> </ul>	<p>Outputs:</p> <ul style="list-style-type: none"> <li>100 Color brochures; 100 FAQ insert(s); 1 easy to navigate and attractive website</li> </ul> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>Up-to-date marketing tools to promote project work and disseminate information</li> </ul>	<p>12/31/2018</p>	<p>12/31/2018</p>
<p><b>Implement outreach strategy in target areas:</b></p> <ul style="list-style-type: none"> <li>Meet w/ local community organizations and/or attend local town selectboard / city council meetings</li> <li>Publish program info in industry and community newsletters, including email listservs and neighborhood forums</li> <li>Maintain website with information on how to apply for funding</li> <li>Maintain strong word-of-mouth marketing</li> </ul>	<p>Outputs:</p> <ul style="list-style-type: none"> <li>Give BF presentations at 2 meetings, minimum</li> <li>1 round of ads/postings in local target areas</li> </ul> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>Improve community knowledge on BF issues and identify potential BF sites</li> </ul>	<p>Continuously throughout grant period</p>	<p>Continuously throughout grant period</p>
<p><b>Hold local public meeting on Phase II sites:</b></p> <ul style="list-style-type: none"> <li>Discuss Phase II results, and potential cleanup and redevelopment plans</li> </ul>	<p>Outputs:</p> <ul style="list-style-type: none"> <li>Minimum 1 local public meeting, presentation materials, attendance list</li> </ul> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>Encourage public participation and support of BF project(s) going forward</li> </ul>	<p>Continuously throughout grant period</p>	<p>Continuously throughout grant period</p>

## Task 3: Site Assessment Activities

Task 3 – Site Assessment Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<b>Site inventory:</b> <ul style="list-style-type: none"> <li>Gather recognized and potential brownfields sites in target areas</li> <li>Enter sites on GIS mapping tool</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>GIS map of potential BF sites</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>Graphic capturing of BF sites for planning and marketing work</li> </ul>	Continuously throughout grant period	Continuously throughout grant period
<b>Site prioritization and eligibility determination:</b> <ul style="list-style-type: none"> <li>Convene steering committee meeting to rank and prioritize sites</li> <li>Choose initial sites for Phase I investigation</li> <li>Evaluate site access issues</li> <li>For each selected site, provide site eligibility information to EPA (or state) for review</li> <li>Obtain EPA (or state) approval for Phase I</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>4 to 6 steering committee meetings per year</li> <li>Estimate 10+ project assistance requests reviewed per year</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>Anticipate 5+ project requests funded (wholly or in part) per year</li> </ul>	<del>8/1/2021</del> 8/1/2022	See agenda and minutes for numerous meetings at <a href="https://www.ccrpcvt.org/our-work/economic-development/brownfields/#advisory-committee">https://www.ccrpcvt.org/our-work/economic-development/brownfields/#advisory-committee</a>
<b>Area-Wide Planning:</b> <ul style="list-style-type: none"> <li>Identify a brownfield-impacted area (neighborhood, district, city block, etc.)</li> <li>Develop strategies for the reuse of existing infrastructure in the area</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>N/A – not an Area Wide Planning Grant</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>N/A – not an Area Wide Planning Grant</li> </ul>	N/A	N/A
<b>Phase I investigations:</b> <ul style="list-style-type: none"> <li>Conduct planning meeting with QEP to discuss approved sites</li> <li>QEP obtains access agreement and performs Phase I investigation</li> <li>QEP submits draft Phase I report to project team members</li> <li>Team reviews/comments on draft Phase I</li> <li>QEP submits final Phase I report to project team members</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>Planning meetings</li> <li>6 Phase I Reports</li> <li>updated ACRES database</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>4 High potential Brownfields site assessed through Phase I</li> <li>10 Total acres assessed through Phase I</li> </ul>	<del>12/31/2020</del> 9/30/2022	Continuously throughout grant period
<ul style="list-style-type: none"> <li>Meet with steering committee to review Phase I results and project direction</li> <li>Obtain EPA approval to proceed with Phase II</li> <li>Meet with QEP to Plan Phase II</li> <li>QEP to maximize efficiencies and minimize negative impacts of site assessments by incorporating green and sustainable remediation (GSR) techniques that are applicable to Phase II assessment activities</li> </ul>	Outputs: <ul style="list-style-type: none"> <li>Project planning meetings</li> <li>1 approved generic QAPP</li> <li>7 sites approved for Phase II investigation</li> </ul> Outcomes: <ul style="list-style-type: none"> <li>5 high priority sites identified for further investigation and potential redevelopment</li> </ul>	9/30/20 6/30/2022	Continuously throughout grant period

Task 3 – Site Assessment Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<ul style="list-style-type: none"> <li>QEP submits EPA approved generic QAPP w/ updated organization chart</li> </ul>			
<p><b>Phase II investigation:</b></p> <ul style="list-style-type: none"> <li>QEP submits draft site-specific QAPP addendum to project team for review and comments</li> <li>EPA/state approval is obtained and QEP submits final site-specific QAPP addendum to team</li> <li>QEP performs field work according to plan</li> <li>Grantee monitors site work and communicates any concerns with EPA/state</li> <li>Grantee tracks green and sustainable site assessment efforts used during Phase II investigations</li> <li>QEP submits draft Phase II report to project team for review and comments</li> <li>QEP submits final Phase II report to project team</li> <li>Project team &amp; steering committee evaluate Phase II findings, and implement additional Phase II investigations as appropriate to delineate extent of contamination</li> </ul>	<p>Outputs:</p> <ul style="list-style-type: none"> <li>5 approved site-specific QAPP Addenda (delineating extent of site contamination on 1 Brownfield site)</li> <li>7 Phase II report(s) documenting the results</li> <li>Updated ACRES database</li> <li>Green and sustainable efforts reported in quarterly reporting</li> </ul> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>5 high priority sites with complete Phase II assessments that are ready for cleanup and reuse planning</li> <li>15 Total acres assessed through Phase II</li> <li>Greener and more sustainable site assessment techniques utilized</li> </ul>	<p><del>3/31/2021</del></p> <p>9/30/2022</p>	<p>Continuously throughout grant period</p>

#### Task 4: Site Reuse and Cleanup Planning

Task 4 – Site Resume and Cleanup Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<p><b>Cleanup &amp; reuse planning:</b></p> <ul style="list-style-type: none"> <li>Throughout Phase II process, strategize with steering committee on reuse plans for the site</li> <li>Conduct marketing to leverage developer/lender interest in the property</li> <li>Meet with QEP to develop draft cleanup alternatives and remediation plans for the site</li> <li>Incorporate GSR principles/techniques into Analysis of Brownfields Cleanup Alternatives (ABCA)</li> <li>Perform public outreach and involvement in cleanup and reuse planning</li> </ul>	<p>Outputs:</p> <ul style="list-style-type: none"> <li>7 or more internal cleanup and reuse planning meeting(s)</li> <li>7 draft cleanup alternatives plan</li> <li>GSR language in ABCA</li> <li>updated ACRES database</li> <li>7 public meeting on project results</li> <li>Potential for developer / lender workshop and transaction forum</li> </ul> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>7 properties assessed through cleanup and reuse planning, and ready for cleanup and redevelopment</li> </ul>	<p><del>12/31/2021</del></p> <p>9/30/2022</p>	<p>Continuously throughout grant period</p>

Task 4 – Site Resume and Cleanup Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
	<ul style="list-style-type: none"> <li>• 14 acres ready for cleanup &amp; redevelopment</li> <li>• Greener and more sustainable plans for cleanup</li> </ul>		

## 5. QUALITY ASSURANCE

Prior to undertaking Phase II assessments, the CCRPC will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region I Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II assessments. QAPP approval will be obtained prior to performing any field activities.

## 6. PRE-AWARD COSTS

CCRPC requests the approval of pre-award costs for this cooperative agreement. It is estimated we will need \$30,000 to do the following activities: complete urgent site assessments, conducting steering committee meetings, and continue to review assistance requests.

**7. Attachment 1** - See attached budget detail Previously submitted in 2018.

## **ADDENDUM B to CCRPC Master Agreement for Brownfield Consulting Services**

### **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 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (or most current version)

#### Phase II Work:

- *EPA-New England, Region 1 Guidance for Planning and Documenting Brownfields Projects; Generic Quality Assurance Project Plans and Site-Specific QAPP Addenda*
- *The Investigation and Remediation of Contaminated Properties Rule (IRule) July 6, 2019*  
See [https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

#### Underground Storage Tanks:

- Underground Storage Tank Closure and Site Assessment Requirements, Vermont ANR, October 26,2020  
see this link: <https://dec.vermont.gov/sites/dec/files/wmp/UST/UST-Rules.pdf>

#### Petroleum Contaminated Soil:

- See [https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

#### Corrective Action Plans:

- See [https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE\\_.pdf](https://dec.vermont.gov/sites/dec/files/wmp/Sites/0706.IRULE_.pdf)

## **ADDENDUM C to CCRPC Master Agreement for Brownfield Consulting Services**

### **PAYMENT PROVISIONS & COST PROPOSAL**

The CCRPC agrees to compensate the CONTRACTOR for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement.

General. The CCRPC and the CONTRACTOR will develop a cost for each project based on the scope of work as mutually agreed upon, and using hourly rates, overhead rates, and fees in alignment with those submitted by the Contractor in response to the March 26, 2021 RFQ, with a maximum limiting amount not to exceed One Million Dollars (\$1,000,000) in the two-year period of the Agreement. All costs necessary to carry out the activities described in Attachment A, are to be determined by actual cost records kept by the CONTRACTOR and any sub-contractors of the CONTRACTOR in accordance with the provisions of this Agreement, the cost principles established by 2 CFR Chapter I & Chapter II, Part 200 (OMB Uniform Guidance, effective 12/26/14), and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.

- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the CONTRACTOR progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-consultant activities shall be included with the CONTRACTOR's submittals and will be documented separately.

The CCRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within sixty (60) days of receipt of an invoice from the CONTRACTOR.

All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the CONTRACTOR including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Agreement is subject to the availability of funds.

Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.

Payment must be requested using an invoice showing the name of project, period in which work is completed, amount billed for the period of work completed, amount billed to date and balance by task. Progress Reports must be submitted with each invoice.

Invoice and supporting documentation shall be submitted electronically to Forest Cohen, Senior Business Manager at [fcohen@ccrpcvt.org](mailto:fcohen@ccrpcvt.org).

**In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.**

***All invoices must include the certification of expense clause:***

*“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”*

**Communicating & Acknowledging Funding Support:** Written publications must include the following statement: “

Addenda C & D are provisions that flow down from CCRPC’s Agreement with the State of Vermont to the Contractor, and therefore become a part of this Agreement, as applicable. Should any of the provisions be contradictory or in conflict with another, the provisions flowing down from the specific funding source from CCRPC’s Agreement shall be primary.

**ADDENDUM C to CCRPC Master Agreement for Brownfield Consulting Services**

**STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**  
**REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup

costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## ADDENDUM D to CCRPC Master Agreement for Brownfield Consulting Services

### OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

All property acquired by Subrecipient, partially or wholly funded under this Agreement, is to benefit the public by providing planning services. Subrecipient is a trustee of said property and acknowledges that State and FHWA retain a controlling interest in all such property throughout its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in State until State relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for State and shall be consistent with State and FHWA guidance.

5. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
6. **Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
7. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.
8. **Indirect Cost Rate Proposals:** A minimum of no less than annually, the Subrecipient will prepare an Indirect Cost Rate Proposal and supporting documentation as specified in 2 CFR 225, Appendix E, and certification by the Subrecipient's chief executive officer in the form prescribed in 2 CFR 225, Appendix E, "Certificate of Indirect Costs". The Indirect Cost Rate Proposal and Certification will be for the period for which the financial assistance is requested.

The indirect cost rate calculated in the proposal will be stated as a "fixed rate" and used in preparing the work program and budget submitted to the state in support of their application for financial assistance. The certification by the Subrecipient's chief executive officer will be included in the application.

The approved indirect rate will be stated in the financial agreement between the state and the Subrecipient as a "fixed rate" as defined in 2 CFR 225, Appendix E. In addition to stating the approved indirect rate in the financial agreement, the state will, upon the request of the

Subrecipient, issue a letter to the Subrecipient confirming the rate approved for use, which the Subrecipient may use in informing other agencies awarding federal funds.

The “fixed rate” is not subject to adjustment during the period of performance of the financial agreement except upon Subrecipient’s application, and State approval, to formally amend the Indirect Cost Rate Proposal. As a “fixed rate” the difference between the estimated costs and the actual, allowable costs for the period covered by the approved rate may be carried forward by the Subrecipient as an adjustment to the rate computation of a subsequent period.

The subrecipient will maintain the indirect cost rate proposal and supporting documents, and certification by the chief executive officer, for audit in accordance with 2 CFR 225 and as provided in “Section 10, Records Available for Audit” in Attachment C: Standard State Provisions for Contracts and Grants.

9. **Audit Requirement:** The independent audit specified in Attachment C: Standard State Provisions for Contracts and Grants, Section 9, “Requirement to Have a Single Audit” will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.
10. **Title VI Nondiscrimination Statement:** The State ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statues and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.
11. **Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.

An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

12. **Notice to Bidders – Cargo Preference Requirement.** The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

**SOQ ATTACHMENT 3**

**SOQ FORMS AND CERTIFICATIONS**

**CHITTENDEN COUNTY BROWNFIELDS PROGRAM  
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: \_\_\_\_\_

\_\_\_\_\_ 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 PROGRAM  
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:

<https://www.visualofac.com/regulations/excluded-parties-list-system/>

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: \_\_\_\_\_