

**REQUEST FOR QUALIFICATIONS  
CCRPC Brownfields Program  
Issued September 7, 2023**

**Brownfields Assessment & Cleanup Planning Environmental Consulting Services**

RFQ issued	Thursday, September 7, 2023
Deadline for submission of questions via email. Send to Dan Albrecht at <a href="mailto:dalbrecht@ccrpcvt.org">dalbrecht@ccrpcvt.org</a>	Monday September 18, 2023
Responses to questions posted to CCRPC’s website at <a href="http://www.ccrpcvt.org/resources/rfprfqgrants/">http://www.ccrpcvt.org/resources/rfprfqgrants/</a>	Friday, September 22, 2023
<b>Deadline for submission of Statement of Qualifications. Submit to <a href="mailto:dalbrecht@ccrpcvt.org">dalbrecht@ccrpcvt.org</a></b>	<b>5 p.m. EDT, Friday October 6, 2023</b>
Selection Committee reviews Statements received	Monday, October 9 to Friday, October 20, 2023
Notification of selection of qualifying firms (all firms will be contacted regarding the committee’s selection)	Friday, October 20, 2023

Questions may only be sent in writing via email. Qualifications must be clearly marked “**CCRPC Brownfields SOQ submittal.**” Qualified disadvantaged (DBE), minority (MBE) and women-owned (WBE) business enterprises are encouraged to submit a Statement of Qualifications, and respondents are required to document whether the consultant or firm is a DBE, MBE or WBE.

Equal Opportunity – The evaluation of qualifications shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation.

**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 fiscal years 2008, 2010, 2016 and 2018 and Brownfields Revitalization subgrants originating from the Vermont Agency of Commerce & Community Development (ACCD) in 2022 and 2023. The CCRPC has recently secured an FY23 Assessment Grant from EPA and additional funding has been received and is anticipated to be received via ACCD. 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 on or about October/November 2023. 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. The CCRPC anticipates tasking selected consultants to carry out the services describe above to aid in the redevelopment of select properties consistent with the guidance and requirements of its funding sources

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

Note that the CCRPC does not own any of the properties for which Brownfields assessment consulting services may be 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 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 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* and any subsequent updates. [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* and any subsequent updates [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 submit 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 5:00 p.m., EDT, Friday, October 6, 2023**

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

**Questions regarding this RFQ must be submitted in writing by 4:00 p.m., EDT, Monday, September 18, 2023, via email to Dan Albrecht, CCRPC Senior Planner at [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 Friday September 22, 2023, linked at the CCRPC website at <http://www.ccrpcvt.org/resources/rfprfqgrants/>. NO PHONE CALLS PLEASE.**

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 that CCRPC will also be using State of Vermont funds via a subgrant 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* is included in the attached Master Agreement and will apply if a task order / contract is funded via State of Vermont dollars. The resulting Master Agreement will be for four years. The CCRPC may amend or extend this Master Agreement beyond the initial four years to accommodate the terms and conditions of a) its current FY23 Brownfields Assessment grant and any future EPA grants and/or b) its current Brownfield subgrant via ACCD and any future ACCD funding within this four-year period provided a market survey conducted by the CCRPC indicates that the prices the contractor proposes are reasonable.

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 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, DBE Status and DEI principles 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 the 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 such as Zoom or Microsoft 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, experience of assigned staff (30%)**
- **MBE/WBE status or good faith effort in using MBE/WBE subcontractors (5%)**
- **Relevant Experience (25%)**

- **Performance on similar projects, as determined by reference checks and submitted examples (15%)**
- **Reasonableness of hourly staff time, charges for other services, fees (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 late October 2023.** Selection as an “on-call” consultant makes a firm eligible but does not guarantee selection to work on any sites. The CCRPC will then issue a Master Agreement as noted in the attached.

## **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 or recent work on 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 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 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. SOQ Forms and Certifications
3. Master Agreement for Brownfields Consulting Service



## 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 5:00 p.m., EDT, Friday, October 6, 2023.** CCRPC staff will confirm receipt via email. Applicants may call Mr. Albrecht at 802-861-0133 if no confirmation is received within 72 hours of transmittal.

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

**The SOQ shall be submitted in the following format**, including the specified information in the section indicated and evaluated/scored on the percentages as noted.

**Cover letter (2-page max, does not count towards page limit)**

**1.0 Education, Licenses, registrations, certifications, experience of assigned staff (30%)**

**2.0 MBE/WBE Status or good faith effort in using MBE/WBE subcontractors, DBE status and commitment to DEI principles (5%)**

**3.0 Relevant Experience (25%)**

**4.0 Performance on similar projects, as determined by reference checks and submitted examples (15%)**

**5.0 Reasonableness of hourly staff time, charges for other services, fees (25%)**

In evaluating the SOQs, the Selection Committee will not search for information elsewhere in the SOQ.

-----information responding to Items 1 through 5 shall not be more than 20 pages.-----

Submission of Required Appendices (no page limit)

- A. Staff Resumes
- B. Forms and Certifications
- C. Rate Schedules
- D. Requested Revisions to Master Agreement for Brownfields Consulting Services
- E. PDFs of examples of completed prior work

**Cover letter (2-page max)** – Briefly introduce consultant/consultant team and indicate interest in providing Brownfields Assessment Consulting Services to CCRPC. Identify SOQ single 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 Education, Licenses, registrations, certifications, experience of assigned staff (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 conducting brownfields/assessment work

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 or good faith effort in using MBE/WBE subcontractors, DBE status and commitment to DEI principles (5%)**

Using the attached CHITTENDEN COUNTY BROWNFIELDS PROGRAM MBE/WBE Participation, DBE Status and DEI Principles 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) and identify the MBE/WBE status of proposed subcontractors.

Also, please identify whether the consultant/consultant team is a DBE defined as follows:

*Disadvantaged business enterprise or DBE* means a for-profit [small business concern](#) -

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the [socially and economically disadvantaged individuals](#) who own it.

Lastly, please describe your firm’s commitment to, and experience with addressing and using Diversity, Equity & Inclusion (DEI) principles and how your firm would suggest incorporating these principles in the proposed work.

**3.0 Relevant Experience (25%)**

*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 2019**

For each ESA identify lead staff person, client, type of project (residential, commercial, mixed-use, etc.), e911 address & town, standards/guidance used and final cost.

Lead Staff	Client	Project Type	E911 Address & Town	Standards/ Guidance Used	Final Cost

Please attach one (1) PDF of a recent Phase I ESA completed by your firm. *This PDF will not count towards the 20-page limit.*

**3.2 Phase II ESA and/or Supplemental Assessments since January 2019**

For each ESA identify lead staff person, client, type of project (residential, commercial, mixed-use, etc.), e911 address & town, dominant contaminants (abbreviations acceptable), sampling strategies employed, type of fate and transport assessment done, standards/guidance used, and final cost.

Lead Staff	Client	Project Type	E911 Address & Town	Dominant Con-taminants	Sampling Strategies	Type of fate and transport assessment	Standards/ Guidance Used	Final Cost

Please attach one (1) PDF of a recent Phase II ESA completed by your firm ideally in Chittenden County. *This PDF will not count towards the 20-page limit.*

### 3.3 Quantitative Health Risk Assessments since January 2019

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

Lead Staff	Client	Planned End-Use	E911 Address & Town	Media& Dominant Con-taminants	Scenarios sconsidered	Standards / Guidance Use	Public info strategies used	Final Cost
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Please attach one (1) PDF of a recent Quantitative Health Risk Assessment completed by your firm ideally in Vermont. *This PDF will not count towards the 20-page limit.*

### 3.4 Corrective Action Plans and Evaluation of Corrective Action Alternatives since January 2019

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

Lead Staff	Client	Planned End-Use	E911 Address & Town	Media& Dominant Con-taminants	Alternatives considered	Clean up strategies chosen	Public info strategies used	Final Cost
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Please attach one (1) PDF of a recent Corrective Action Plan completed by your firm ideally in Chittenden County. *This PDF will not count towards the 20-page limit.*

### 3.5 Implementing Brownfield Corrective Actions since January 2019

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

Lead Staff	Client	Planned End-Use	E911 Address & Town	Media& Dominant Con-taminants	Alternatives considered	Clean up technologies used	Success meeting clean-up goas	Final Cost
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Please attach 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. *This PDF will not count towards the 20-page limit.*

### 3.6 Other applicable experience since January 2019.

Describe your:

- a) Experience and certification for asbestos remediation and analysis according to the Vermont Department of Health standards.
- b) Experience in working with PCB analysis, remediation, and working directly with Region 1 TSCA Enforcement Program.
- c) Experience with the State of Vermont’s Underground Storage Tank (UST) Program as

well as your familiarity and working knowledge of the Vermont Petroleum Cleanup Fund.

- d) Experience with EPA's Brownfields programs and the VT DEC Brownfields Reuse and Environmental Liability Limitation Act (BRELLA).

If the consultant has no experience with the items/program listed above in 3.6, state this in the qualifications.

### 3.7 Additional information

List of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to work performed. Consultants should explain if/why they are/are not at fault in these cases or how they have taken steps to repetition of these actions/litigations.

Indication of value-added services that the consultant or consultant team can offer that can assist with the overall redevelopment of a site from environmental assessment to redevelopment.

### **4.0 Performance on similar projects, as determined by reference checks and submitted examples (15%)**

Provide three (3) references and project information for 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.

### **5.0 Reasonableness of hourly staff time, charges for other services, fees (25%)**

The CCRPC will assess this criterion based upon the information submitted in Appendix C below.

**The following forms/appendices, A through E, do not count towards the 20-page limit.**

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

Please try to limit these to one (1) page per person and in no case more than two (2) pages.

### **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

B-5 State Debarment List

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

Financial and Accounting information proposed for work performed under this contract in the following categories:

1. Employees and Typical Subcontractors
  - An hourly rate (inclusive of all costs, salary & fringe) schedule for all potential employees billed to this contract
  - Any proposed Overhead rates per employee, if applicable, beyond Salary & Fringe
  - An hourly rate schedule for any equipment
  - Any mileage rate for any vehicles
  - Any proposed Profit Rate and details on what expenses that rate is applied to
  - Rates for typical/likely subcontractors to be used
  - Any proposed markup rate applied to bills sent to firm from subcontractors, vendors, suppliers
2. Provide either a range or not-to-exceed costs for the following assuming a project located in Burlington, Vermont.
  - A Phase I ESA
  - Work plan development for a Phase II ESA
  - QAPP development and SSQAPP Addendum for a Phase II ESA
  - Community Relations Plan

## **SOQ Appendix D – Master Agreement for Brownfields Consulting Services**

Clearly identify your proposed revisions to this agreement. Include only if revisions are requested to CCRPC's standard Master Agreement. 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 Appendix E - PDFs of example of completed prior work. *These PDF will not count towards the 20-page limit.***

Please attach one (1) PDF of a recent Phase I ESA completed by your firm.

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

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

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

Please attach 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.

**SOQ ATTACHMENT 2**

**SOQ FORMS AND CERTIFICATIONS**



**CHITTENDEN COUNTY BROWNFIELDS PROGRAM**  
**MBE/WBE Participation, DBE Status and DEI principles (2-pages)**

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 (attach a one-page list if needed)

\_\_\_\_\_ MBE or \_\_\_ WBE – Name: \_\_\_\_\_

\_\_\_\_\_ MBE or \_\_\_ WBE – Name: \_\_\_\_\_

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

\_\_\_\_\_ None of the above.

**DBE Status**

Identify whether the consultant/consultant team is a DBE defined as follows:

*Disadvantaged business enterprise* or *DBE* means a for-profit [small business concern](#) -

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the [socially and economically disadvantaged individuals](#) who own it.

\_\_\_\_\_ My firm is / is not a certified DBE.

Lastly, please describe your firm's commitment to, and experience with addressing and using Diversity, Equity & Inclusion (DEI) principles and how your firm would suggest incorporating these principles in the proposed work.

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

Print or type your company name here

By: \_\_\_\_\_

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

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

Signature of person certifying MBE/WBE/DBE 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: \_\_\_\_\_

**CHITTENDEN COUNTY BROWNFIELDS PROGRAM  
STATE DEBARMENT LIST**

*The Vermont Agency of Administration (AoA) shall ensure that the state and any of its subdivisions do not contract, directly or indirectly, with employers who are prohibited from contracting by the commissioner of labor pursuant to 21 V.S.A. Sec. 692, 708, and 1314a or the commissioner of banking, insurance, securities (Department of Financial Regulations), and health care administration pursuant to 8 V.S.A. Section 3661.*

*The Act also requires the Secretary of Administration to maintain a public list of businesses that have been debarred. The Department of Buildings and General Services has been designated by the Secretary of Administration to maintain a current list of employers that have been debarred.*

Please check and certify to all of the following:

\_\_\_ I have read the State of Vermont’s public list of businesses that have been debarred available at <https://bgs.vermont.gov/purchasing-contracting/debarment>

\_\_\_ Neither Consultant/Consultant Team nor any principal employees of the Consultant/Consultant Team are on this list of businesses that have been debarred.

\_\_\_ Neither proposed subconsultant nor any principal employees of proposed subconsultants are on this list of businesses that have been debarred.

\_\_\_ Consultant/Consultant Team agrees to fully comply with pursuant to 21 V.S.A. Sec. 692, 708, and 1314a or the commissioner of banking, insurance, securities (Department of Financial Regulations), and health care administration pursuant to 8 V.S.A. Section 3661 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: \_\_\_\_\_

**SOQ ATTACHMENT 3**

**CCRPC MASTER AGREEMENT FOR BROWNFIELDS CONSULTING SERVICE**

**MASTER AGREEMENT FOR BROWNFIELDS CONSULTING SERVICES**  
**by and between**  
**Chittenden County Regional Planning Commission**  
**and**  
**NAME OF FIRM HERE**

This Agreement is made this \_\_\_ day of \_\_\_\_\_ 2023 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 **NAME OF FIRM HERE**, a corporation with its place of business at **PHYSICAL ADDRESS HERE**, hereinafter called "Consultant" (together sometimes referred to as "Parties").

WHEREAS, CCRPC currently has a cooperative agreement with the U.S. Environmental Protection Agency (EPA), is receiving State of Vermont funding and may obtain additional EPA or State or other funds 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 specifically and Vermont, generally (the "Grants"); and

WHEREAS CCRPC, in conformance with its Grants funding requirements 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, State grant or other funding sources. If funding under the Grants 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, the State 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.

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 Grants 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 one (1) copy of draft and final reports and plans shall be provided to CCRPC for distribution 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 one or more of the statements noted in Addendum D depending upon the funding sources. 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 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 the 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 reasonable attorney's fees and other costs of litigation, arising out of Consultant's negligent acts or omissions, whether such negligence be sole or in concert with others, including Consultant's employees, agents and subcontractors, in connection with the performance of the services described herein. Notwithstanding the foregoing or anything to the contrary herein, Consultant shall not be obligated to indemnify CCRPC for any claims or damages incurred by CCRPC attributable to CCRPC's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, employees, or the acts, errors, omissions or breach of Agreement by entities other than the Consultant, its employees, agents, consultants and subcontractors.
- 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 and State 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-1 and State requirements listed in Appendix C
- 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.

Notwithstanding the foregoing, the parties shall be entitled to reasonable discovery, as determined by the arbitrator, and shall agree upon the qualifications and choice of the arbitrator. If the parties cannot agree on an arbitrator, the arbitrator shall be selected in accordance with the applicable arbitration rules. Neither party shall be subject to joinder in any arbitration proceeding nor shall any arbitration proceeding be consolidated with another proceeding without its written approval first being obtained. Either party shall be entitled to appeal any question of law to a court of competent jurisdiction.

**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.
- 24. Length of Agreement:** This Agreement is in effect for four years. All work under this Agreement shall be completed on or before **Month Day, 2027**. The CCRPC may amend or extend this Agreement beyond the initial four years to accommodate the terms and conditions of CCRPC's current FY23 Brownfields Assessment grant and State grant funding or future EPA grants or State grants or other funding awarded to the CCRPC within this four-year period provided a market survey conducted by the CCRPC indicates that the prices the Consultant proposes are reasonable.
- 25. Addenda:** This Agreement includes the following addenda, A through E:
  - A: *Nonexclusive List of Applicable Performance Standards*
  - B: CCRPC PAYMENT PROVISIONS & COST PROPOSAL
  - C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS, REVISED DECEMBER 15, 2017
  - D: OTHER CCRPC GRANT AGREEMENT PROVISIONS
  - E: Chittenden County Brownfields Program AGREEMENT FOR SITE ACCESS

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION**

**CONSULTANT**

**Christopher A. Shaw**

\_\_\_\_\_  
Name

**CCRPC Board Chair**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

### CCRPC 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 September 2023 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 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 one or both of the following statements depending upon the funding source or sources:

*“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”*  
Or

*This (activity to be filled in specific to the publication) of the Chittenden County Regional Planning Commission is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development, Department of Economic Development.*

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)

## **OTHER CCRPC 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>

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

**Chittenden County Brownfields Program  
AGREEMENT FOR SITE ACCESS**

Name of Site: \_\_\_\_\_

Site Address: \_\_\_\_\_ (the "Site")

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the owner(s) of the above referenced property ("OWNER"), the Chittenden County Regional Planning Commission ("CCRPC"), and \_\_\_\_\_ ("CONSULTANT").

For and in consideration of the mutual promises and covenants contained or referenced herein, the Parties agree as follows:

OWNER of the Site hereby agrees that CCRPC and CONSULTANT (and its subcontractors) have a right of entry to the Site, and that access to the Site shall include the right to bring heavy equipment onto the Site.

CONSULTANT is working under agreement with CCRPC, who is working under sub-agreement with the Mount Ascutney Regional Commission funded by the Vermont Agency of Commerce & Community Development and/or the U.S. Environmental Protection Agency. In recognition of the benefit received from the Chittenden County RPC Brownfields Program, as outlined in the Owner Participation Agreement dated \_\_\_\_\_, OWNER does hereby hold harmless and agreed to defend and indemnify CCRPC, the State of Vermont, and EPA against any and all claims, damages, suits, or causes of action for damages arising from or in connection with the performance of services under this Agreement and against any orders, decrees, or judgments which may be entered therein, for damages or alleged damages resulting from any injury to person or property whatever.

OWNER hereby permits CONSULTANT to perform investigation services on the Site, including but not limited to sampling, drilling, and the making of test pits or borings. OWNER recognizes that CONSULTANT's use of exploratory equipment may cause some damage and understands that the correction of such damage is not part of this AGREEMENT except as otherwise specified herein.

OWNER also understands that CONSULTANT'S discovery of certain conditions and/or taking preventative measures relative to such conditions may result in a reduction of the property's value. Accordingly, OWNER shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and CCRPC, and indemnify, defend, and hold CONSULTANT and CCRPC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with exploratory activities or discovery of materials or conditions. OWNER shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy (the term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability").

CONSULTANT warrants that it will perform the services with a degree of care and skill normally exercised under similar circumstances by similar organizations in the profession. OWNER warrants that he/she has provided CONSULTANT with all necessary information regarding the Site, including but not limited to the location of subterranean structures such as water, sewer and gas mains and telephone and electrical lines. CONSULTANT shall comply with the requirements of the "Dig Safe" program before undertaking any intrusive investigation of the Site.

OWNER understands that two types of mandatory reporting may result from the environmental site assessment. CONSULTANT will provide CCRPC, and CCRPC will provide to OWNER, a copy of all draft and final reports, which will identify whether a release has or may have occurred. OWNER understands that CONSULTANT is required under law to report imminent threats to human health or the environment to the State of Vermont. Under Vermont law, OWNER is responsible for notifying the Vermont Agency of Natural Resources immediately regarding releases that have occurred. The State may require additional site work, which may or may not be funded by the Chittenden County RPC Brownfields Program

