



EXECUTIVE COMMITTEE MEETING

Tuesday, November 1, 2016

4:00 p.m. at CVRPC's Office

AGENDA

Page	4:00	Adjustments to the Agenda
	4:05	Public Comment
2	4:10	Consent Items (enclosed)* <ul style="list-style-type: none">a) Meeting Minutes – October 3 and October 18, 2016b) Executive Director Report
	4:15	Financial Report (to be provided at meeting)
6	4:30	Contract Authorization (enclosed)*
9		a) <i>Dubois & King, Flood Study</i> – Flood Study of the Mad River area and a portion of Waterbury along the area of Thatcher Brook and Winooski River
12		b) <i>Stone Environmental, The Johnson Company, LE Environmental, and Sandborn Head, Brownfields Program Services</i> – Site assessment, remediation planning, and outreach/coordination services for Central Vermont Brownfields Program.
33	4:40	Personnel Policy Amendment (enclosed)* Personnel Policy Manual update in response to US Dept. of Labor Overtime Rule changes.
37	4:50	CY 2017 Health Insurance (enclosed)* Designate employee options and employer contributions.
	5:15	Policy Approvals (enclosed)* <ul style="list-style-type: none">a) GIS Services
39	5:40	Commission Meeting Agenda (enclosed)*
	5:50	Anticipated Executive Session – 1 V.S.A §313(3), Personnel
	6:00	Adjourn

*Denotes anticipated action item.

All times are approximate.

NEXT MEETING: Monday, December 5, 2016 at 4:00 p.m.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Executive Committee

DRAFT Minutes

October 3, 2016

Present:

<input checked="" type="checkbox"/> Byron Atwood	<input type="checkbox"/> David Strong	<input checked="" type="checkbox"/> Laura Hill-Eubanks
<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Don La Haye	<input checked="" type="checkbox"/> Larry Hebert
<input type="checkbox"/> Tina Ruth		

Staff: B. Waninger, B. MacBrien

Guest: None.

Chair B. Atwood called the meeting to order at 6:50 pm.

Adjustments to the Agenda

None.

Public Comment

None.

Consent Items

J. Potter asked that the Financial Report be removed from the Consent Agenda.

L. Hill-Eubanks moved to approve the Consent Agenda; D. La Haye seconded. Motion carried.

Financial Report

B. MacBrien discussed the FY16 financials. CVRPC achieved a net income of ~\$47,000.

MacBrien discussed a need to utilize Quickbooks more fully to increase efficiency in managing financial data.

Contract/Agreement Authorization

J. Potter moved to approve the FFY17 Transportation Planning Initiative and FY17 Clean Water Education agreements; L. Hebert seconded. Motion carried.

Transportation Planning Initiative Work Program & Budget

L. Hill-Eubanks moved to approve the FFY16 adjustment as presented; D. La Haye seconded. Motion carried.

Leave of Absence

B. Waninger explained the question before the Committee is whether to grant approval of the unpaid leave, and if so, whether to maintain health benefits during that leave. *J. Potter moved to approve the leave of absence and unpaid leave and to maintain health benefits during the unpaid leave; D. La Haye seconded. Motion carried.*

1
2 **Town Appropriations**

3 *L. Hebert moved to maintain the per capita assessment at \$1.10; L. Hill-Eubanks seconded.*
4 *Motion carried.*
5

6 **Draft Commission Handbook**

7 B. Waninger explained that the Commission provides new Commissioners with a welcome letter
8 the bylaws, and the Regional Plan. The Handbook follow-up on Committee discussion about the
9 role of Commissioners. Committee member requested the following information be added to the
10 draft outline:
11

- 12 • Responsibility of Commissioners to be liaison to, with, and for their towns with
 - 13 suggestions for liaison opportunities,
 - 14 • Commissioner notification of meetings by staff with municipalities,
 - 15 • Roberts Rules of Order,
 - 16 • Highlight appointment of Alternate Commissioners and how to use them effectively,
 - 17 • Reference page of Commission policies after posting these policies to the website, and
 - 18 • Act 250 and Section 248 and the Commission's role.
- 19

20 **Commission Meeting Agenda**

21 Waninger noted that VTrans had requested a list of items Commissioners may want discussed.
22 Committee members suggested the schedule for paving roads, vegetation management
23 policy/practices, and VTrans policy related to walkability in village areas, including sidewalks
24 and crosswalks.
25

26
27 Committee members asked that a memo be included, and a brief discussion highlight, why the
28 public hearing is being held and why the grant might request it.
29

30 *L. Hill-Eubanks moved to approve the Agenda; D. La Haye seconded. Motion carried.*
31

32 Add straw poll on election night attendance.
33

34 **Oct. 31 Executive Commission Meeting**

35 The October 31 meeting was rescheduled for November 1.
36

37 **Executive Session**

38 None held.
39

40 **Adjourn**

41 *D. La Haye moved to adjourn at 5:46 pm; L. Hebert seconded. Motion carried.*

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT Minutes
October 18, 2016

Present:

<input type="checkbox"/> Byron Atwood	<input checked="" type="checkbox"/> David Strong*	<input checked="" type="checkbox"/> Laura Hill-Eubanks*
<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Don La Haye	<input checked="" type="checkbox"/> Larry Hebert
<input checked="" type="checkbox"/> Tina Ruth		
*via telephone		

Staff: B. Waninger

Guest: None.

Vice Chair J. Potter called the meeting to order at 5:00 pm.

Adjustments to the Agenda

None.

Public Comment

None.

Public Hearing – Transportation Alternatives Grant Application

T. Ruth moved to open the public hearing; L. Hebert seconded. Motion carried (Roll call vote: yes - Strong, Hill-Eubanks, La Haye, Hebert, Ruth, Potter; no - none.)

B. Waninger explained that the North Branch Cascades Trail project would study the potential for a ~1 mile, share use path between the North Branch of the Winooski River and Rt. 12 in Worcester and Elmore. It would also work to address stormwater runoff impacts from Rt. 12. CVRPC would serve as fiscal agent for the project and provide coaching to the Vermont River Conservancy regarding program guidelines.

Waninger noted CVRPC's Board of Commissioners had discussed the project on October 11 with representatives from the Vermont River Conservancy. A video of that meeting is available at www.centralvtplanning.org under the Board of Commissioner's meeting minutes.

J. Potter asked if there were any comments on the application. D. Strong asked if the Committee needed to approve the application. Waninger replied that it did not. The Committee would need to approve a grant agreement should the project be awarded funding. There were no other comments.

T. Ruth moved to close the public hearing; L. Hebert seconded. Motion carried (Roll call vote: yes - Strong, Hill-Eubanks, La Haye, Hebert, Ruth, Potter; no - none.)

Adjourn

T. Ruth moved to adjourn at 5:10 pm; D. La Haye seconded. Motion carried. (Roll call vote: yes - Strong, Hill-Eubanks, La Haye, Hebert, Ruth, Potter; no - none.)

Executive Director's Report

October 27, 2016

Commuter Rail Feasibility Legislative Study

The VT Legislature directed the Agency of Transportation to complete a study that evaluated when it might be feasible to run commuter rail services from St. Albans, through Burlington, to Montpelier. I participated in a Study Committee meeting this month. A review of early cost estimates and potential ridership suggests Vermont's population does not lend itself to commuter rail in the next 30 years. Generally, running public transit would cost about \$6 million per year and running commuter rail would cost about \$8 million per year. The full cost of commuter services would be higher because transit would need to continue operating to some extent even with commuter rail to provide local service. Meeting participants offered comments to assist in data and cost development and framing the results for the Legislature. A final report will be available by January 15, 2017.

Rt. 100 Corridor Management Plan

VTrans is revising its corridor management planning process to incorporate an asset management approach and build a culture of communication between VTrans, RPCs, and municipalities. This new process will be piloted on the Rt. 100 corridor from I-89 to Rt. 15 in 2016-2017. VTrans has been gathering information from state, regional, and local plans and resources. RPC and VTrans staff will be meeting in the upcoming month to review the information, develop a strategic engagement plan, and consider how the transportation network might support the land use vision for the corridor, within the resources available to VTrans and municipalities.

Strategies for Supporting Rural Entrepreneurship

Entrepreneurs and small businesses can profoundly enrich local life by launching new ideas, offering new products and services, serving as community role models, and taking on risk (so others do not have to). What makes entrepreneurship different in rural places than in larger cities? The National Association for Development Organizations (NADO) highlighted strategies for creating and sustaining effective entrepreneurial ecosystems in rural communities and regions at its October annual training.

Rural entrepreneurship might mean creating five meaningful jobs, rather than 500. It might mean providing a needed service, rather than competing in a global economy.

Rural entrepreneurship thrives in communities with a culture of support – positive attitudes towards taking risks whether the outcome is successful or a failure, fostering working relationships and leadership among entrepreneurs, and developing avenues to support capital investments. To assess your community's support for entrepreneurship, observe whether community members respond enthusiastically or cautiously when an individual announces startup of a new enterprise.

Entrepreneurial communities express



MEMO

Date: October 26, 2016
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract Approvals

CONTRACT APPROVALS REQUESTED

Dubois & King

Scope of Work: Conduct a Flood Study of the Mad River area and a portion of Waterbury along the area of Thatcher Brook and Winooski River.

Funding:

Contract Amount: \$60,000

Funding Source: ACCD Community Development Block Grant – Disaster Recovery (CDBG 18)

Performance Period: 11/03/16 – 06/30/17

CVRPC Staff: Laura Ranker (primary), Dan Currier

Notes: None.

Stone Environmental, The Johnson Company, LE Environmental, and Sandborn Head (a master contract with each of the four firms)

Scope of Work: Qualified Environmental Professional services for the Central Vermont Brownfields Program, including community engagement, agency coordination, Phases I and II site assessments, corrective action feasibility investigations and plans, redevelopment planning and visioning, and other services not specified in the work descriptions (e.g., report preparation on special topics, expert testimony).

Funding:

Contract Amount: \$0. See Note 1(a).

Funding Source: EPA Brownfields grant

Performance Period: 11/02/16 – 09/30/2020 (~4 years)

CVRPC Staff: Gail Aloisio (primary), Bonnie MacBrien, Bonnie Waninger

Notes:

Three separate actions are requested:

- 1) *Approval of the master contract template (enclosed) placing firms on the pre-qualified list.*

The master contract governs the relationship between the contractor and CVRPC. As specific work tasks are identified by the Brownfields Advisory Committee, CVRPC either will bid assessment work for a site among the pre-qualified contractors OR will assign sites directly to contractors based on the contractor's expertise in relation to the specific task and subject site, current workload, firm availability, and/or past performance.

- 2) *Authorize the Chair to sign master contracts with the four contractors: Stone Environmental, The Johnson Company, LE Environmental, and Sandborn Head.*

The hiring process included proposal review and interviews by a 5-member committee, and reference checks by CVRPC staff.

- 3) *Authorize the Executive Director to sign site specific contract addendums in the form of the Engagement Letter Template for the Brownfields Program.*

Waiting for regular Executive Committee meeting could significantly delay brownfield program progress. The Brownfield Cooperative Agreement requires that site eligibility and site specific scopes of work must be approved by EPA and/or VT DEC. This reduces CVRPC's risk of non-payment by EPA. Will the Committee authorize the Executive Director to sign contract addendums based on staff determination of work need and EPA and VT DEC approval of work eligibility?

Staff recommends approval of these contracts.

INFORMATIONAL ONLY

Town of Washington, CDBG Administrative and Program Management Services

Scope of Work: Provide administrative and program management services for the Town's Community Development Block Grant (CDBG). The project will construct accessibility modifications at the Calef Library.

Contract Amount: \$8,343.50 total, including \$3,343.50 for administrative services and \$5,000 for program management services.

Performance Period: 04/12/16 – 12/31/17

CVRPC Staff: Laura Ranker

Notes:

- 1) CVRPC has been providing these services since April 12, 2016. The project began as an administrative services effort and evolved to include program management services. At the project outset, staff worked for several months to position the Town to accept its grant agreement and to coach its contractor on CDBG requirements. The Town subsequently requested that CVRPC also provide program management services. The bulk of the work is completed, and the project is expected to be completed by December 31, 2016.
- 2) Based on Laura's work on this project, the Town of Plainfield and the Cutler Memorial Library have requested CVRPC's assistance for a CDBG Planning Grant related to accessibility modifications.

CONTRACT**Mad River Area Flood Study**

2014 Disaster Recovery Community Development Block Grant #DR-PG-2012-CVRPC-00018

CONTRACT

6 Pages

This agreement is made this November 1, 2016 by and between DuBois and King, Inc., with a place of business at 28 North Main Street, Randolph, Vermont, (hereinafter "Contractor") and Central Vermont Regional Planning Commission (CVRPC), with a place of business at 29 Main Street, Suite 4, Montpelier, Vermont 05602 (hereinafter "CVRPC"). The CVRPC and Contractor are collectively referred to herein as the "Parties".

WITNESSETH

CVRPC does hereby employ the Contractor to do all the work and provide all the materials, tools, machinery and supervision necessary for the conduct of a flood study in the Mad River and Thatcher Brook area, the total sum of sixty thousand US Dollars (\$60,000), all in accordance with the specifications and maps which are attached hereto as Scope of Work and expressly incorporated herein by reference and made a part hereof. Reference is made to an accompanying contract with Bear Creek Environmental (BCE) and DuBois and King, Inc. which BCE, led by River Scientist Mary Nealon, will assist with preparation and presentation of GIS data and contribute to flood mitigation options associated with this project.

The Contractor shall commence the work to be performed immediately upon execution of this contract and no later than November 3, 2016 whichever is later and shall complete the work by May 15, 2017, time being of the essence of this contract.

Insurance

The Contractor shall carry liability insurance and provide a Certificate of Liability Insurance in the minimum amounts of:

- 1) General Liability coverage of \$1million per occurrence and \$2 million in aggregate,
- 2) Motor vehicle liability coverage of \$1 million combined single limit,
- 3) Workers Compensation coverage per State of Vermont, and
- 4) Professional errors and omissions coverage of \$1 million.

CVRPC, its officers, and its employees must be named as additional insureds on the policy: Insurance coverage must be in place prior to the contract start date. Contractor shall provide CVRPC with proof of such insurance. The Federal W-9 Form will be completed and returned to CVRPC, if applicable.

Hold Harmless

The Contractor agrees to defend, indemnify and hold CVRPC harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' negligence in the performance of the this Contract. Each Contractor and subcontractor is acting in the capacity of an independent Contractor with respect to CVRPC. The Contractor further agrees to protect, defend and indemnify CVRPC from any claims by laborers, subcontractors or materialmen for unpaid work or labor performed or

CONTRACT

Mad River Area Flood Study

2014 Disaster Recovery Community Development Block Grant #DR-PG-2012-CVRPC-00018

Condition of Project Sites

The Contractor agrees to keep the project sites in as good a condition as found and will remove all materials brought in during the hours of work in order to maintain work conditions which do not cause health or safety hazards or environmental degradation.

Use of Utilities

The Contractor is responsible for providing their own power and water necessary to carrying out and complete the work at their own cost and expense. CVRPC is not responsible for providing utility use by Contractor.

Inspection

CVRPC shall have the right to inspect all work performed under this contract. As well, it shall be a condition of this contract that all work that needs to be inspected or tested and certified by the engineer and or the surveyor as a condition of the Dept. of Environmental Conservation Permit, (or other State agency), or inspected and certified by the local or state Floodplain Manager, shall be done at each necessary stage before further data gathering and analysis can continue. All inspection and certification will be done at CVRPC's expense. Failure to follow this requirement will be grounds for termination of the contract.

Right to Stop Work

If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, CVRPC may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Payment Schedule

The maximum limiting amount of this contract is \$60,000. Funding is secured from a 2014 Disaster Recovery Community Development Block Grant #DR-PG-2012-CVRPC-00018.

Payments for work shall be as follows: The amount and timing of payments will be determined during contract negotiations. Requests for payments shall be made directly to CVRPC, and payments made shall be 100 percent of the amount requested. Notwithstanding the above, in no case will the Contractor be paid for any costs that will not be reimbursed by the State of Vermont.

As noted, CVRPC is working under an agreement with the State of Vermont Community Development Block Grant program. CVRPC therefore will not be considered liable or obligated to the selected contractor for all phases of this project in the event the agreement between CVRPC and the State of Vermont is terminated for any reason.

Within five days of notification by the Contractor of each stage of completion, CVRPC or its designee will inspect and approve the work, or request any necessary adjustments in the work. CVRPC agrees to make payments to the Contractor within thirty days of approving work.

All products and borrowed materials shall be delivered to CVRPC prior to final payment.

CONTRACT

Mad River Area Flood Study

2014 Disaster Recovery Community Development Block Grant #DR-PG-2012-CVRPC-00018

on the basis of race, color, sex, religion, or national origin;

- 3) Title VI of the Civil Rights Act of 1964, as amended;
- 4) The Davis-Bacon Act (Wage Rate Determination attached);
- 5) The Contract Work Hours and Safety Standards Act;
- 6) Title I of the Housing and Community Development Act of 1974, as amended;
- 7) The Copeland Anti-Kickback Act;
- 8) The Vermont Community Development Act;
- 9) The National Environmental Policy Act (NEPA).

Retention of and Access to Records

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the Central Vermont Regional Planning Commission, or other pertinent party to this VCDP Grant (#DR-PG-2012-CVRPC-00018) shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP funded project (#DR-PG-2012-CVRPC-00018) shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Program Completion.

The above requirements shall apply to all sub-grantees, contractors, and subcontractors who enter into contracts or agreements with the Grantee.

Ownership of Material

All rights, titles to and ownership of the data, material, and documentation resulting from this project and/or prepared for CVRPC pursuant to a contract between CVRPC and the Contractor shall remain with CVRPC and the State of Vermont.

All reports, documents and materials developed by the Contractor for this project shall be considered public information and shall be the property of CVRPC.

Child Support

If the Contractor is a natural person, not a corporation or partnership, the Contractor states that, as of the date the Agreement is signed, he/she:

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

MASTER AGREEMENT

by and between

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

and

CONTRACTOR

for

QUALIFIED ENVIRONMENTAL PROFESSIONAL SERVICES

TABLE OF CONTENTS

Articles

Article 1	Engagement.....	1
Article 2	Description of Services	2
Article 3	Scope of Services	2
Article 4	Information to be furnished to Contractor	2
Article 5	Time of Performance	3
Article 6	Compensation	3
Article 7	Insurance	3
Article 8	Terms and Conditions	4

Exhibits

Exhibit A	XXX Cost Proposal Date	Provided by Contractor
Exhibit B	Sample Engagement Letter	
Exhibit C	Insurance Documentation	Provided by contractor
Exhibit D	Required Certifications	
	Certificate of Non-Collusion	} Included with each contractor's proposal package
	Certificate of Tax Compliance	
	MBE/WBE Participation	
Exhibit E	CVRPC Contracting Provisions	
Exhibit F	U.S. Environmental Protection Agency Cooperative Agreement with CVRPC, BF - 00A00108	To be attached prior to contractor signing.

AGREEMENT FOR
QUALIFIED ENVIRONMENTAL PROFESSIONAL SERVICES

This agreement for QUALIFIED ENVIRONMENTAL SERVICES (hereinafter "Agreement") is hereby made effective as of the 1st of November, 2016 (hereinafter the "effective date") by and between the Central Vermont Regional Planning Commission (hereinafter "CVRPC") with its place of business located at 29 Main Street, Suite 4, Montpelier, VT 05602, and insert firm (hereinafter "Contractor") having offices located at insert QEP address The CVRPC and Contractor are collectively referred to herein as the "Parties".

WITNESSETH THAT:

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

WHEREAS CVRPC, in conformance with the EPA Grant, intends to enter into contracts with Qualified Environmental Professionals (QEPs) for the performance of ESA services at sites to be determined by CVRPC ("ESA Contracts"); and

WHEREAS, the CVRPC has selected Contractor, and Contractor has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, CVRPC and Contractor 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, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound hereby, agree with each other as follows:

Article 1 - Engagement

- 1.1 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. The CVRPC hereby engages CONTRACTOR, and CONTRACTOR hereby agrees to perform, the services set forth herein in accordance with the terms and conditions in this services contract.
- 1.2 There is no minimum guarantee of any work under this contract. (See Article 8 for terms and conditions.)
- 1.3 The CVRPC shall pay CONTRACTOR for these Environmental Consulting Services based on labor and equipment rates found in Exhibit A. Individual projects under the contract will be released on a Task Order basis when the CVRPC elects to proceed with each project.

- 1.4 The person in charge of administering the services under this Agreement on behalf of the CVRPC shall be Gail Aloisio, (hereinafter the "CVRPC Representative") or such other officer of the CVRPC as shall be designated.
- 1.5 The person responsible for the services to be performed by CONTRACTOR shall be name listed in RFP (hereinafter "CONTRACTOR Representative") or such other person representative of CONTRACTOR as is designated in writing by CONTRACTOR and accepted by the CVRPC.

Article 2 - Description of Services

- 2.1 CONTRACTOR shall perform the services set forth under Article 3 of this Agreement in a satisfactory manner, as reasonably determined by the CVRPC and based upon applicable regulations and accepted work practices specific to the type of services rendered. Task Orders will be on a time and materials basis, cost not to exceed an approved budget amount without prior authorization of the CVRPC. CONTRACTOR shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the CVRPC; provided, however, CONTRACTOR shall not be required to make such revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially proposed to CONTRACTOR in the RFQ and/or Project Scope of Work.
- 2.2 All reports, drawings, and documents prepared by CONTRACTOR under this agreement shall be submitted to the CVRPC for review and approval. Submission of draft documents to VT DEC and US EPA may also be required by state regulation and/or the EPA Cooperative Agreement terms and conditions. The CVRPC shall review and respond to materials submitted by CONTRACTOR within thirty (30) calendar days. In the event the CVRPC disapproves of any of the submitted materials, or any portion thereof, or requires additional material within the scope of services to properly review the submission, CONTRACTOR shall revise such disapproved work and submit the revised work or the additional required material for review and approval. Should these services result from corrections or revisions required because of errors or omissions by others not retained by CONTRACTOR or are necessitated by a change in scope through no error of CONTRACTOR, then compensation shall be as per Sub article 6.4.
- 2.3 In performing the scope of services required under this agreement, CONTRACTOR shall consult with the CVRPC Representative, as appropriate, with other CVRPC employees or officials and with other persons or entities, as necessary, including the general public (through a process approved by CVRPC), local groups and organizations.
- 2.4 All of the materials prepared by CONTRACTOR and paid for by the CVRPC under this agreement shall be the joint property of the CVRPC and US EPA and will be used for reliance by the prospective purchaser or innocent owner as designated by CVRPC.
- 2.5 All of the reports, drawings, and documents prepared or assembled by CONTRACTOR under this Agreement are confidential and CONTRACTOR shall not, without the express prior approval of the CVRPC, publish, release, give, sell, or distribute in any other manner any of said materials to any other person, firm, or entity; provided, however, that this shall not prohibit CONTRACTOR from using portions of said drawings and documents for

promotional purposes, provided such use does not violate the provisions herein with permission of the CVRPC.

Article 3 - Scope of Services

- 3.1 CONTRACTOR will provide CVRPC with a separate proposal for each site specified by CVRPC. Unless otherwise agreed, each proposal will be prepared at CONTRACTOR'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 CONTRACTOR.
- 3.2 CVRPC reserves the right to negotiate and approve or disapprove each proposal submitted. Proposals will be approved via a signed Engagement Letter (See Exhibit B). Once CVRPC approves a proposal, 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.
- 3.3 CVRPC may, but need not, continue to contract with CONTRACTOR for additional work at a site. Additionally, CVRPC reserves the right to award additional work to another prequalified QEP and/or put additional work out to competitive bid
- 3.4 CONTRACTOR will provide timely reports, invoices, and feedback to ensure compliance with quarterly reporting requirements. CONTRACTOR will provide brief summaries of technical information about each site to assist the CVRPC in preparing quarterly and final reports for the EPA.
- 3.5 Coordination with and timely reporting to state and EPA staff will be required.

Article 4 - Information to be furnished to Contractor

- 4.1 The CVRPC shall provide CONTRACTOR with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources reasonably requested by CONTRACTOR for the purpose of carrying out services under this Agreement.

Article 5 - Time of Performance

- 5.1 Time is of the essence in the performance of the scope of services under this Agreement. CONTRACTOR shall commence performance of the services immediately upon execution of an Engagement Letter and shall proceed diligently and continuously to completion. CONTRACTOR shall use its best efforts to perform the services so as to ensure that the requested scope of work described in the RFQ and Project Scope of Work is complete within the proposed timeframe of this task order.
- 5.2 CONTRACTOR shall perform services set forth in Article 3 of this Agreement at such times and in such sequence as may be required to successfully complete the scope of services.

- 5.3 This agreement shall remain in effect for a 4 year period ending on September 30, 2020, unless otherwise extended by CVRPC.

Article 6 – Compensation

- 6.1 Compensation will be based on subsequent task orders for individual projects and based on labor and equipment rates (Exhibit A). This fee will be included in the Project Scope of Work and referenced in the Engagement Letter (Exhibit B) and will not to be exceeded without CVRPC's prior approval. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the CVRPC Representative, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.
- 6.2 The CVRPC shall compensate CONTRACTOR for satisfactory performance of the services required under Article 3 of this Agreement.
- 6.3 Quarterly and Final Report. CONTRACTOR will provide brief summaries of technical information to assist CVRPC in preparing these reports at no additional charge.
- 6.4 Optional Services. Payment for optional services requested by the CVRPC will be measured on a time and materials basis, using the CONTRACTOR Labor and Rates included in Exhibit A. If requested by the CVRPC, CONTRACTOR will provide cost estimates for any or all of these services, which will be incorporated as Addenda to this Agreement.
- 6.5 Compensation provided under this Article constitutes full and complete payment for all costs assumed by CONTRACTOR in performing the scope of services under this Agreement.
- 6.6 Payments to CONTRACTOR under this Agreement shall be made by the CVRPC within thirty (30) days of submission of approvable invoices certified by the CONTRACTOR Representative. Each invoice shall be accompanied by a letter summarizing the associated services performed and percentage complete. Invoices will be submitted by CONTRACTOR to the CVRPC on a monthly basis and should be received by the 10th of the month if charges apply.

Invoices shall be written as follows:

- Prominently display the words "Brownfield Assessment".
- List the site name provided by CVRPC's Representative and the task order name.
- Costs for individual sites and individual task orders shall be clearly delineated.
- Costs for each task order shall be tracked by contaminate type - hazardous materials and/or petroleum products - based on work designation by CVRPC, in accordance with DEC and EPA site determinations.

- 6.7 Services rendered by CONTRACTOR under this Agreement which are measured for payment on a time and materials basis shall utilize the rates as provided in Exhibit A.

These rates are to remain in effect for the first two years of this Agreement and may then be renegotiated on an annual basis. CVRPC reserves the right to reject new rates proposed.

Article 7 - Insurance

- 7.1 CONTRACTOR shall indemnify, defend, and save harmless the CVRPC and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by CONTRACTOR's gross negligent acts, errors or omissions in the performance of services by CONTRACTOR set forth under this agreement. CVRPC shall indemnify, defend, and save harmless CONTRACTOR, its officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by CVRPC's gross negligent acts, errors or omissions in performance of work related to CONTRACTOR's services under this agreement. Claims filed by third parties against CVRPC on projects for which CONTRACTOR performs work and for which CVRPC files an indemnity claim against CONTRACTOR shall be handled as follows: CONTRACTOR shall defend any claims against CONTRACTOR at its own expense; CVRPC shall defend any claims by a third party against CVRPC.
- 7.2 CONTRACTOR shall, carry for the full term of this agreement, General Liability coverage of \$1 million per occurrence and \$2 million in aggregate, motor vehicle liability coverage of \$1 million combined single limit, proof of Workers Compensation coverage per State of Vermont, and professional errors and omissions coverage of \$1 million. Insurance coverage must be in place at the contract start date. The CVRPC shall be an additional named insured on such policy, and a Certificate of such policy shall be included herein as Exhibit C as evidence that CONTRACTOR has complied with the obligations under this Article of the Agreement. CONTRACTOR shall submit an up-to-date Certificate of Insurance to CVRPC at the start of each fiscal year. (July 1)

Article 8 - Terms and Conditions

- 8.1 This agreement is subject to and incorporates the Contracting Provisions in Exhibit E and the provisions of U.S. Environmental Protection Agency Cooperative Agreement with CVRPC, BF - 00A00108 (Exhibit F).
- 8.2 This Agreement, its Terms and Conditions and any claims arising there from, shall be governed by Vermont law. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the Federal government, the State of Vermont and the towns within the CVRPC region.
- 8.3 The CVRPC and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives to the other party to this Agreement and to its partners, successors, assigns, legal representatives of such other party with respect to all covenants of this agreement.
- 8.4 This Agreement incorporates all the understandings of the parties hereto, and supercedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to the matters contained herein.

- 8.5 If any of this Agreement is held invalid, the balance of the provisions of this Agreement shall not invalidate any other section.
- 8.6 Any waiver of the Terms and Conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this agreement.
- 8.7 Should changes to the scope of work under this Agreement be required, such changes and associated modifications in the amount of CONTRACTOR's compensation shall be mutually agreed upon by the CVRPC and CONTRACTOR and incorporated in written amendments executed by both parties to this Agreement.
- 8.8 Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by the CVRPC representative or CONTRACTOR representative and delivered in hand or by mail to the party to whom it is directed, which until changed by written notice, are as follows:

CONTRACTOR:
CONTRACTOR representative
CONTRACTOR address
CONTRACTOR city/state/zip

CVRPC:
Bonnie Waninger, Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602

- 8.9 No officer, member, or employee of the CVRPC or CONTRACTOR, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 8.10 CONTRACTOR shall not assign any interest or responsibility in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the CVRPC, provided, however, that claims for money due or to become due to CONTRACTOR from the CVRPC under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.
- 8.11 Sanctions for Noncompliance. CONTRACTOR is hereby advised that failure of the Contractor, or any subcontractors performing work under this Agreement, to carry out the requirements set forth in this Agreement shall constitute a breach of contract and, after the notification of the U.S. EPA, may result in termination of this contract by the CVRPC or such remedy as the CVRPC deems necessary.
- 8.12 Termination for Cause or for Convenience. In the event the CONTRACTOR materially fails to comply with any term of this Agreement, CVRPC may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the

- CONTRACTOR or more severe enforcement action by the CVRPC,
- b. Disallow all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partly suspend or terminate the current award for the CONTRACTOR's program,
 - d. Withhold further awards for the program, or
 - e. Take any other remedies that may be legally available.

In taking an enforcement action permitted above, the CVRPC will provide the CONTRACTOR with an opportunity for such hearing, appeal, or other administrative proceeding to which the CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

Costs to the CONTRACTOR resulting from obligations incurred during a suspension or after termination are not allowable unless the CVRPC expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs result from obligations which are properly incurred by the CONTRACTOR before the effective date of suspension or termination.

Except as provided above, this Agreement may be terminated by mutual consent of the CVRPC and the CONTRACTOR subject to written termination conditions, including the effective date, and in the case of partial termination, the portion of the Agreement to be terminated, or by the CONTRACTOR upon written notification to the CVRPC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CVRPC determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, the CVRPC may terminate the award in its entirety under the methods described above.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials prepared by the parties under this Agreement shall become the property of the U.S. EPA, the CVRPC, and the CONTRACTOR and any subcontractor shall be entitled to receive just and equitable compensation for any said work completed on such documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed two (2) counterparts of this Agreement as of the day month and year as first above written.

CVRPC:

QEP Full Name:

BY:

BY:

Name: Byron Atwood

Name: Name

Title: Chair

Title: Title

Date: 11/01/16

Date:



Central Vermont Regional Planning Commission

DATE

QEP NAME
QEP ADDRESS
TOWN, VT ZIP

RE: Scope of Work and Cost Estimate, (PROJECT)
PROPERTY NAME

Dear NAME:

The Central Vermont Regional Planning Commission (CVRPC) accepts your proposal for the PROJECT for PROPERTY NAME AS ASSIGNED BY CVRPC, dated DATE OF PROPOSAL. The total cost estimate for this work is \$APPROVED AMOUNT.

Under the terms of our Master Agreement, dated DATE OF MASTER AGREEMENT, this acceptance letter, your proposal, and the Master Agreement comprise the Environmental Site Assessment Contract (ESA Contract) for this project.

We look forward to working with you on this project.

Sincerely,

NAME, Chair
Central Vermont Regional Planning Commission

cc: PROPERTY OWNER

EXHIBIT E
CVRPC Contracting Provisions

1. Entire Agreement. This Agreement, whether in the form of a Contract or Sub-Recipient Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, and statements, negotiations, and understandings shall have no effect

2. Applicable Law. This Agreement will be governed by the laws of the State of Vermont.

3. Definitions. For purposes of this Attachment, "Party" shall mean the Contractor or Sub-Recipient, with whom Central Vermont Regional Planning Commission (herein referred to as CVRPC) is executing this Agreement and consistent with the form of the Agreement.

4. Funding. If funding becomes insufficient to support this Agreement, CVRPC may cancel this Agreement at any time. In the case that this Agreement is a grant funded in whole or in part by State or Federal funds, and in the event the State or Federal funds become unavailable or reduced, CVRPC may suspend or cancel this Agreement immediately, and CVRPC shall have no obligation to pay Party from CVRPC revenues.

5. No Employee Benefits For Party. The Party understands that CVRPC will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, or other benefits or services available to CVRPC employees, nor will CVRPC 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 CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability. The Party will act in an independent capacity and not as officers or employees of CVRPC. The Party shall defend CVRPC, and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. CVRPC 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. 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. The Party shall indemnify CVRPC and its officers and employees in the event that CVRPC, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance. Before commencing work on this Agreement, the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with CVRPC through the term of the Agreement. No

warranty is made that the coverage 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 CVRPC and its funders.

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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$ 50,000 Fire/ Legal/Liability

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 CVRPC and its 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 CVRPC and its 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 CVRPC.

8. Reliance by the CVRPC on Representations. All payments by CVRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proof of work.

9. Requirement to Have a Single Audit. In the case that this Agreement is a grant that is funded in whole or in part by Federal funds, and if the Sub-Recipient expends \$750,000 or more in Federal

assistance during its fiscal year, the Sub-Recipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit. The Sub-Recipient may elect to have a program specific audit if it expends funds under only one Federal program and the Federal program's laws regulating grant agreements do not require a financial Statement audit of the Party. A Sub-Recipient is exempt if the Party expends less than \$750,000 in total Federal assistance in one year.

10. Records Available for Audit. The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of CVRPC and 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. CVRPC, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Set Off. The State of Vermont 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.

12. Taxes Due to the State:

- a) Party understands and acknowledges responsibility, if applicable, for compliance with the 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 the 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.

13. Child Support. (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

14. Sub-Agreements. Party shall not assign, subcontract or sub-grant the performance of this agreement or any portion thereof to any other Party without the prior written approval of CVRPC. Party also agrees to include in all subcontract or sub-grant agreements a tax certification in accordance with paragraph 13 above.

15. 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 CVRPC during the term of this Agreement.

16. Copies. All written reports prepared under this Agreement will be printed using both sides of the paper, where practical.

17. Cost of Materials. Sub-Recipient will not buy materials and resell to CVRPC at a profit.

18. Work Product Ownership. Upon full payment by CVRPC, all products of the Party's work, including: outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of CVRPC and shall remain accessible to the public, unless restricted by law. These items may not be copyrighted or resold by the Party.

If State of Vermont or Federal funds are used to produce the work, the State of Vermont and/or Federal government have the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this Agreement for State or Federal purposes.

19. Prior Approval of Press Releases. Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form under this Agreement shall be submitted to CVRPC for approval prior to release.

20. Ownership of Equipment. Any equipment purchased by or furnished to the Sub-Recipient by CVRPC under this Agreement is provided on a loan basis only and remains the property of CVRPC .

21. Confidential Information. During the course of the work contemplated in this agreement, the Party shall not, on its own, enter into any agreements which pertain to information to be used in performing such work and which restrict access to information or denominate information as confidential, allegedly confidential, or protected from disclosure.

22. Pass Through Requirements. Federal Government funds are being used on this project. During the performance of this Agreement, the Party, for itself, its assignees, and successors in interest agrees to follow all Federal requirements, including:

- a) Disadvantaged Business Enterprise Participation. The Party shall comply with 40 C.F.R., Part 33, including:
 - Subpart C - Good Faith Efforts
 - Subpart D - Fair Share Objectives
 - Subpart E - Recordkeeping and Reporting

Documentation of Parties' good faith efforts and data relied upon regarding fair share objectives must be reported to CVRPC with each invoice.

- b) Equal Employment Opportunity. The Party shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Party shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Party to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

While activities conducted under assessment grants do not generally involve construction activities within the meaning of Equal Employment Opportunity requirements, if unique circumstances exist such that the work is defined as a Federally assisted construction contract, the Party agrees to abide by the provisions and requirements of 41 CFR 60-1.4(b).

- c) Fair Employment Practices and Americans with Disabilities Act. Party agrees to comply with the requirements of Title 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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

- d) Davis-Bacon Act. The Party will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 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 (40.327-333), regarding labor standards for Federally assisted construction contracts where construction is part of the contract.

While activities conducted under assessment grants do not generally involve construction, alteration, and repair within the meaning of the Davis-Bacon Act, if unique circumstances exist (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity, the Party shall notify CVRPC in writing. The Party shall be subject to the Davis Bacon Act wage determination, including submitting timesheets and being subject to all the reporting and monitoring requirements in the Davis Bacon Act.

- e) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). The combined total value of the master agreement and its addenda may exceed \$100,000. If the Party employs mechanics or laborers for this work, it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) regarding computation of wages, payment of overtime, and working conditions.
- f) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. The combined total value of the master agreement and its addenda may exceed \$150,000. The Party must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- g) Byrd Anti-Lobbying Amendment (31U.S.C. 1352). Party certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been or will be paid, by or on behalf of the Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Party shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Party's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section .1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$160,000 for each such failure.

- h) Procurement of Recovered Materials. Party must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- h) Certification Regarding Debarment. Party certifies under pains and penalties of perjury that, as of the date this Agreement is signed, neither Party nor Party's principals (officers, directors, owners or partners) nor subcontractors to be used on this project are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in State or Federal programs supported in whole or in part by State or Federal funds.
- i) Conflict of Interest. The Party shall establish and enforce conflict of interest provisions that prevent the award of subcontracts that create real or apparent personal conflicts of interest, or the Party's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the Party approves or administers a grant or subawards to a subconsultant in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - 1) The affected party,
 - 2) Any member of his immediate family,
 - 3) His or her partner, or
 - 4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the Party.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from CVRPC employees or Commissioners, or from subcontractors. Party may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

23. The Party shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

24. The Party is assumed to be thoroughly familiar with all requirements of the contract and specifications, having investigated the site and satisfied his/herself regarding the character of the work

and local conditions that may affect his performance.

25. The Party shall be responsible for any damage occurring to the existing premises during the construction project.

26. The Party shall take extreme care to avoid pollution of surface water, groundwater, and air.

27. CVRPC shall not be held responsible for any damage caused by vandalism to either the project or the Party's property.

28. The Party shall remove all construction equipment, materials, and debris caused by the project from the site at the conclusion of the project.

29. The Party shall be responsible for safety on the job. The Party shall take due care to protect the public. The Party shall protect the rights and property of adjacent land owners and shall be fully responsible for any damage beyond the limits of construction shown on the plans. The Party shall take due care to protect the property of CVRPC. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Party's expense.

30. Any work on this Contract which is "Professional Engineering Services" as defined in 26 V.S.A. §1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §1162.

31. Compliance with Other Laws. The Party shall comply with all applicable laws and regulations including:

When applicable, the Party shall comply fully with the OSHA standard for hazardous waste operations and emergency response as found in 29 CFR 1910.120.

The Party shall purchase and maintain adequate liability coverage for all aspects of the project as outlined in Section 7 of this agreement.

During the performance of this agreement, the Party, for itself, its assignees, and successors in interest agrees as follows:

a) Compliance with Regulations. The Party will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA and VTrans, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. Pertinent Non-Discrimination Authorities include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

- b) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Party for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Party of the Party's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- c) Information and Reports. The Party will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CVRPC or the federal or state entity to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Party is in the exclusive possession of another who fails or refuses to furnish the information, the Party will so certify to CVRPC or the federal or state entity, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance. In the event of a Party's noncompliance with the terms of this contract, the CVRPC will impose such contract sanctions as it or the federal or State entity may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Party under the contract until the Party complies; and/or
 - ii. cancelling, terminating, or suspending a contract, in whole or in part.
- d) Incorporation of Provisions. The Party will include the provisions of Section 22(a), Subpart C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Party will take action with respect to any subcontract or procurement as the CVRPC or the federal or state entity may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Party becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Party may request the CVRPC to enter into any litigation to protect the interests of the CVRPC. In addition, the Party may request the United States to enter into the litigation to protect the interests of the United States.

32. Cancellation. Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Party operations and termination of this Agreement in the event of Party negligence or Party practices in apparent violation of State or Federal law or regulations.

33. Acknowledgement. Any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BF - 00A00108 to the Central Vermont Regional Planning Commission. The contents of this document do not necessarily reflect the views and policies of the

Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”



Central Vermont Regional Planning Commission

MEMO

Date: October 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Personnel Policy Manual Update

I am requesting Executive Committee approval of modifications to CVRPC's Personnel Policy Manual to incorporate the US Department of Labor's final rule updating the overtime regulations. The final rule goes into effect on December 1, 2016.

The portion of the update that affects CVRPC includes:

- *It sets the standard salary level at the 40th percentile of earnings of full-time salaried workers in the lowest-wage Census Region, currently the South (\$913 per week; \$47,476 annually for a full-year worker). The 2004 salary level was \$455 per week (\$23,660 annually). CVRPC has one non-exempt employee currently. Three additional employees will become non-exempt.*
- *It establishes a mechanism for automatically updating the salary and compensation levels every three years to maintain the levels at the above percentiles. Future updates will occur every three years, beginning on January 1, 2020. CVRPC will need to monitor the updates and their effect on employee status and the organization's operations.*

As a governmental entity, CVRPC has options for compensating its employees. CVRPC may:

- *increase the salary of an employee who meets the duties test to at least the new salary level to retain the exempt status. This option would require modifying CVRPC's salary structure for all positions as salaries for affected employees are a minimum of \$2,500 below the level.*
- *pay an overtime premium of one and a half times the employee's regular rate of pay for any overtime hours worked. CVRPC uses this with its currently non-exempt employee, who rarely or almost never works overtime hours. It is not the recommended approach.*
- *provide an employee with compensatory time of one and a half times the number of overtime hours worked. CVRPC could use this approach, although it is not the recommended approach.*

- *reduce or eliminate overtime hours.* CVRPC is working to reduce overtime hours for all employees, and to eliminate them to the extent possible for non-exempt employees.
- *reduce the amount of pay allocated to base salary and add pay to account for overtime for hours to hold total weekly pay constant.* Employing this option would prove difficult for CVRPC.
- *use some combination of these responses.* This is the recommended option.

Overtime is calculated based on a 40-hour workweek, not a bi-weekly pay period.

The enclosed Personnel Policy Manual excerpts convey the recommended changes. In brief, these changes are:

- Allow non-exempt employees to earn compensatory time up to 10 hours (~6.5 hours overtime worked). Pay an overtime premium for accrued compensatory time in excess of 10 hours.
- Allow exempt employees who work more than 40 hours in a week to earn compensatory time on an equal time basis. Maintain practice of developing a plan for use if accrued compensatory time reaches 10 hours.

Both approaches require advance approval of time worked in excess of 40 hours as a monitoring strategy. The changes do not require significant updates to CVRPC's current financial tracking practices

I recommend approval of the recommended changes.

3.5 Lunch Break

Employees are allowed up to one hour per day for lunch, generally between 11:30 and 1:30 pm. The Executive Director may require lunch periods to be scheduled so that adequate personnel are on duty throughout the normal office hours. All employees are encouraged to take their lunch break. The lunch break is not part of the working day for which employees are paid.

3.6 Time Sheets and Supporting Documentation

CVRPC uses time sheets and supporting documentation to track staff time spent on projects and activities. Time sheets and supporting documentation provide the basis for:

- Tracking project activities and progress milestones;
- Managing project costs and budgets;
- Invoicing clients and agencies for billable projects;
- Justifying contract or grant management and invoicing when CVRPC is audited;
- Managing and balancing staff workloads;
- Tracking staff time worked for payroll purposes; and
- Tracking staff sick time, vacation time and compensatory time.

It is important that all employees prepare their timesheets and supporting documentation to accurately reflect what projects were worked on, how much time was spent on each project, and what was done or accomplished. Employees must record all time worked; this is important to ensure compliance with CVRPC grants and contracts.

Timesheets and supporting documentation shall be prepared in accordance with the following guidelines:

1. Employees will record their time on a CVRPC-approved timesheet and provide descriptions of what was done in the supporting documentation;
2. Each timesheet shall reflect all hours worked during the pay period (time actually spent on the job performing assigned duties);
3. Compensated absences (holidays, vacation, sick time, etc.) should be clearly identified as such;
4. Employees shall prepare weekly timesheets and submit it on the following Monday (or next business day);
5. Timesheets shall be signed by the employee prior to submission;
6. Completed timesheets will be reviewed and approved by the Executive Director. The Executive Director's timesheet shall be reviewed and approved by the Chair (or Vice Chair, in the Chair's absence) at least monthly.

3.7 Pay Periods

Employees shall be paid every two weeks, on the Friday following the pay period. Wages will be deposited into the employee's bank account through direct deposit. Please see the Finance/Office Manager to set up these arrangements.

3.8 Compensatory Time and Overtime

Employees are expected to participate in after hours meetings as assigned. However, all employees are encouraged to manage their time so that the normal 40-hours is not exceeded in any workweek. Time off with pay (compensatory time) is offered in compensation for time

worked in excess of the standard 40-hour workweek (overtime). Compensatory time is offered in lieu of overtime pay.

The Federal Fair Labor Standards Act has different compensatory time standards for non-exempt and exempt employees:

- The law requires that non-exempt employees accrue 1½ hours compensatory time for each hour of overtime. Non-exempt employees who have received permission from the Executive Director to work more than forty (40) hours in a workweek will receive 1.5 (one and a half) hours of compensatory time for each hour worked beyond 40 hours. Compensatory time may be accumulated up to 10 hours. Any overtime hours worked after ten hours of compensatory time has accumulated must be taken as overtime pay. Non-exempt employees will be paid for accumulated compensatory time at their regular rate of pay upon termination.
- The law considers an exempt employee's salary to cover all hours worked. However, it is CVRPC policy to provide exempt employees with one hour of compensatory time for each hour of overtime. Exempt employees who work evenings or weekends in addition to their regular work hours may receive compensatory time off on an equal time basis with the approval of the Executive Director. If an individual employee's compensatory time accrues to 10 hours for any reason, the employee and Executive Director will meet to agree on a plan for taking the compensatory time. The Executive Director may require an employee to not work any overtime and cease accumulating compensatory time.

Deleted: Because CVRPC can only bill grants and contracts for actual hours worked, not for the extra compensatory time accrued by non-exempt employees, compensatory time for non-exempt employees is a financial cost to the organization. Therefore, non-exempt employees must receive approval from the Executive Director prior to working more than the standard 40-hour week.

Moved (insertion) [1]

Compensatory time should be taken within sixty (60) days of when it is earned. Compensatory time may be taken at any time. An employee should inform the Executive Director when taking any compensatory time, and must inform the Executive Director in advance when taking more than four hours of compensatory time.

Deleted: Up to 40 hours of compensatory time may be accumulated with the Executive Director's approval.

Any compensatory time balance on the books as of the final pay period of the fiscal year will be paid to the employee at his or her current rate of pay. An employee leaving the employment of CVRPC shall be reimbursed for any unused compensatory hours remaining at the employee's current rate of pay at the time of separation.

Moved up [1]: If an individual employee's compensatory time accrues to 10 hours for any reason, the employee and Executive Director will meet to agree on a plan for taking the compensatory time. The Executive Director may require an employee to not work any overtime and cease accumulating compensatory time.¶

3.9 Travel and Expenses

Except for routine trips within the state, employees must obtain prior approval from the Executive Director for all travel. When on authorized business, employees will be reimbursed for necessary and reasonable expenses incurred for travel, accommodations, parking, tolls, meals and other incidentals. When pre-approved by the Executive Director, necessary and reasonable travel expenses of volunteers will also be reimbursed in accordance with this policy.

Employees on CVRPC business will be reimbursed for use of a privately-owned automobile at the rate set annually as appropriate by the US Government Services Administration (GSA). Requests for reimbursement of travel costs must be accompanied by a daily trip mileage record and submitted with a CVRPC expense reimbursement form.

CVRPC will pay the reasonable actual cost of lodging and auto rental based on meeting location and convention room rates, plus the actual cost of transportation, taxi fares, telephone calls and



Central Vermont Regional Planning Commission

MEMO

Date: October 27, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: CY2017 Health Insurance

I am requesting Executive Committee approval to maintain CVRPC's approach to health insurance for CY2017, which includes:

- Remaining with Blue Cross Blue Shield of Vermont as a health insurance provider;
- Maintaining employee choice of available plans; and
- Maintaining the employer contribution of 100% of the cost of a Silver Consumer Directed Health Plan (a High Deductible Health Plan) for employees and family members.

Full choice of available plans allows employees to "buy up" to a higher tier plan by paying the additional premium costs through payroll deduction. Employees are responsible for paying 100% of any deductibles and co-pay amounts.

Health insurance rates will increase for CY 2017. The change in cost to maintain the existing benefit for CY2017 would be \$XXX based on existing staff makeup. This increase is already included in CVRPC's adopted budget. The adopted budget included 10% increases for health insurance, which was BCBSVT's approved increase from the Green Mountain Care Board.

	<i>Single</i>	<i>2-Person</i>	<i>Adult + Child(ren)</i>	<i>Family</i>
CY2016	\$468.90	\$937.80	\$904.98	\$1,317.61
CY2017	\$515.81	\$1,031.62	\$854.91	\$1,449.43
Change	\$46.91	\$93.82	(\$50.07)	\$131.82
% Change	10%	10%	-5%	10%

Peer Competitiveness

In past discussions about CVRPC's benefits, the Executive Committee has asked how CVRPC ranks among its peers. For health insurance, CVRPC's ranking is varied depending on how one approaches the issue.

RPCs have taken two approaches to health insurance (with a 50/50 split among RPCs).

- *Pay Now Approach:* These RPCs base the employer contribution on a Platinum level plan which provides high coverage when expenses occur. They also require some level of employee contribution toward the premium. The higher tier plan provides employees with a lower out of pocket exposure annually and for catastrophic events. These RPCs have expressed a desire to insure employees are focused on recovery rather than finance should a catastrophic event occur and/or they want employees knowledgeable about and vested in the cost of health care.
- *Pay as Used Approach:* These RPCs base the employer contribution on a lower tier plan or contribute a lower amount towards the premium and provide a contribution towards the deductible. Employees have lower exposure for premiums and a higher exposure for deductibles and maximum out of pocket expenses. These RPCs have expressed a desire to maintain a higher level of weekly take home pay so employees can save toward health care expenses.

CVRPC's approach is Pay as Used. CVRPC's employer contribution to health insurance is 100% of a lower tier plan. The premium plus deductible monthly contribution equals the mean and median for RPC employer contributions to health care. At the same time, CVRPC employees have the highest cost exposure for yearly out of pocket expenses among all RPCs, and the third highest total cost exposure (premium contribution and out of pocket expense) among all RPCs.

Staff have expressed appreciation for CVRPC's premium contribution. No staff have chosen to "buy up" to a higher policy through 2016, suggesting that employees are satisfied with the level of coverage provided and out of pocket expense limit, that employees are not experiencing health care expense or that employees are not choosing to invest in health care. Using Health Saving Account (HSA) contributions as a measure of investment, four of six eligible employees take advantage of payroll deductions for HSA contributions.

Maintaining CVRPC's approach to health insurance for CY2017 seems a prudent choice.



Central Vermont Regional Planning Commission

BOARD OF COMMISSIONERS

November 8, 2016 at 7:00 pm

Central VT Chamber of Commerce, Paine Turnpike South, Berlin

(Coming off the interstate at exit 7, turn left at the first light.

At the next crossroads, the Chamber is on your left. It is the light yellow building.)

AGENDA

<u>Page</u>	<u>Time</u>	<u>Description</u>
	7:00	Adjustments to the Agenda Public Comments
	7:05	Meeting Minutes – October 11, 2016 (enclosed)*
	7:10	Staff Reports (enclosed) and any updates
	7:15	Executive Director's Report (enclosed) and any updates
	7:25	Central VT Economic Development Corporation Report , <i>Jamie Stewart</i>
	7:30	Lamoille Tactical Basin Plan , <i>Danielle Owczarski, VT Dept. of Environmental Conservation & Dan Currier</i> (enclosed)* <ul style="list-style-type: none">Public Hearing on draft Basin Plan.Make formal recommendation on the draft Plan's conformance with the goals and objectives of the 2016 Regional Plan and its recommendations regarding implementation project priorities. As part of the implementation project recommendation, identify where there would be transportation, hazard mitigation, and other co-benefits and where additional resources may be leveraged.
	8:00	Regional Energy Planning , <i>Marian Wolz and Eric Vorwald</i> <ul style="list-style-type: none">Current Central Vermont energy profileLEAP model projectionsEnergy resource mapping
	8:50	Energy Planning Advisory Committee , <i>Eric Vorwald</i> (enclosed)* Appointment of Committee members and acceptance of Rules of Procedure.
	9:00	Adjournment

* denotes anticipated action item