

**ADDISON COUNTY REGIONAL PLANNING COMMISSION  
AGREEMENT WITH  
THE TOWN OF BRISTOL  
FOR CONSULTING SERVICES**

**Project:** Aid the Town of Bristol with the School 1 & 2 Sub-surface Infiltration Chambers Final Design in association with Bristol’s Design/Implement Block Grant (2019-CWF-IMP-03).

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This agreement is made this 10th day of June, 2021, by and between the Addison County Regional Planning Commission, hereinafter referred to as “**ACRPC**” and the Town of Bristol, hereinafter referred to as “**Bristol.**”

Whereas, **ACRPC** proposes to serve as a consultant to aid **Bristol** in project coordination for the Bristol Village Stormwater Master Plan;

Whereas, **Bristol** desires to hire **ACRPC** as its consultant;

Whereas, the **ACRPC** is ready, willing, and able to perform the required services;

Now therefore, in consideration of these premises and the mutual covenants herein set forth, the parties agree as follows:

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**1. SCOPE OF WORK**

**ACRPC** agrees to aid **Bristol** in project coordination for the School 1 & 2 Sub-surface Infiltration Chambers and the School Street Final Designs. Responsibilities will include assisting the Town in writing and publicizing an RFP to solicit contractor proposals for the final design of this project, assist in contractor selection and organize a kick-off meeting in communication with Bristol and the contractor. See also Attachment F, attached subcontract agreement between the Town of Bristol and the Vermont Department of Environmental Conservation to subcontract **ACRPC**.

**2. TIME SCHEDULE**

**ACRPC** and **Bristol** agree to use their best efforts to complete the work to be performed under this agreement by December 1, 2021.

**3. BEGINNING OF WORK AND TERMINATION**

This agreement shall be effective as of the 15th day of April, 2020. The parties agree to work together on the update through the time schedule noted above.

#### 4. THE AGREEMENT FEE

**Rate Schedule:** Bristol agrees to pay **ACRPC THREE HUNDRED AND FORTY-EIGHT DOLLARS** (\$348) to complete the scope of work within the timeframe noted above.

#### 5. PAYMENT PROCEDURES

Invoices for the work shall be submitted on a quarterly basis with the last invoice submitted upon completion of the project. Invoices will be sent to **Bristol**; Attn: Valerie Capels, Town Administrator, P.O. Box 249, 1 South Street, Bristol, VT 05443. **Bristol** will pay the invoice within 30 days of its receipt.

#### 6. COVENANTS

**A. Indemnification:** **Bristol** agrees that it shall indemnify and hold **ACRPC**, its officers, agents and employees, harmless from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties.

**B. Insurance:** Prior to beginning any work **ACRPC**, and all subcontractors, shall obtain the following insurance coverage and keep that coverage in place for the period of the agreement. **ACRPC** shall demonstrate compliance with minimum limits and coverage by providing **Bristol** with appropriate certificates of insurance. With respect to all operations performed by the **ACRPC**, it is the **ACRPC's** responsibility to ensure that general liability insurance coverage exists throughout the term of this agreement. The insurance coverage shall be on an occurrence form with limits not less than:

i. General Aggregate	\$1,000,000
ii. Products-Completed/Operations Aggregate	\$1,000,000
iii. Each Occurrence	\$ 100,000
iv. Fire Legal Liability	\$ 50,000
v. Automobile Liability- Combined Single Limit	\$1,000,000

**C. Worker's Compensation:** With respect to all operations performed, **ACRPC** shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

**D. Civil Rights and Equal Employment Opportunity:** During performance of the agreement, **ACRPC** will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or physical disability. **ACRPC** shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). **ACRPC** shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR □ 21 through Appendix C, and Regulations under 23 CFR □ 710.405 (b). **ACRPC** shall comply with all the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

**E. Audit Record Retention:** ACRPC agrees to retain, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final “date of acceptance” by **Bristol**, unless otherwise notified by **Bristol**. ACRPC further agrees that **Bristol**, the Vermont Agency of Development and Community Affairs or other authorized representatives of the state government shall have access to all the above information for the purpose of review and audit during the agreement period and anytime within the retention period. Copies of all the above referenced information shall be provided to **Bristol** if requested.

## **7. GENERAL PROVISIONS**

**A. Personnel and Subcontractors:** ACRPC shall employ only qualified personnel, to carry out and supervise the work. ACRPC shall also be responsible for hiring any subcontractors supervising their work and ensuring their compliance with the terms of this agreement. **Bristol** shall have the right to approve or disapprove key personnel and Subcontractors, and their personnel, assigned to administer activities related to the agreement.

**B. Non-Assignability:** ACRPC shall not assign, sublet or transfer any interest in the work described by this agreement without prior written consent of **Bristol**. The approval or consent to assign or sublet any portion of the work shall in no way relieve ACRPC of responsibility for the performance of that portion of the work so transferred.

**C. Available Data:** **Bristol** agrees to make available, at no charge, for the ACRPC’s use all data related to the agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

**D. Ownership of Work:** All data and documents produced under the terms of the agreement shall become the property of **Bristol**. ACRPC agrees to allow access to all data and documents at all times and shall transfer the final data produced via zip disk or CD in a format suitable to **Bristol’s** needs. All GIS data produced shall meet VGIS standards. However, ACRPC may use those portions of the plan that conform to the needs of other municipalities in the region to provide similar services to them.

**E. Amendment:** No changes or amendments of the agreement shall be effective unless documented in writing and signed by authorized representatives of the **Bristol** and ACRPC.

**F. Time Schedule:** It is mutually understood and agreed that all work for this project should be completed in a manner that allows **Bristol** to expend funds within the time period allowed by the Design Implementation Block Grant funding this work.

**G. Termination:** The agreement may be terminated in accordance with the following provisions:

- i. Breach of Contract: **Bristol** reserves the right to terminate the agreement for breach of contract. Termination for breach of contract will be without further compensation to the ACRPC. Additionally, **Bristol** may pursue other remedies available to it to recover damages.

- ii. Termination for Cause: **Bristol** reserves the right, upon written notice to **ACRPC**, to terminate the agreement, as of a date to be specified by **Bristol**, if **ACRPC** fails to complete the designated work to the satisfaction of **Bristol**, within the time schedule agreed upon. **ACRPC** shall be compensated on the basis of the work performed and accepted by **Bristol** at the date of final acceptance of the agreement.
- iii. Non-payment: **ACRPC** may terminate the work if **Bristol** fails to pay the invoices within the terms of this contract.
- iv. No Cause: Either party may terminate this agreement for any reason by giving the other party one month's notice of their intent to cancel the contract. Upon termination of the contract, **ACRPC** shall be compensated on the basis of the work performed and accepted by **Bristol** at the date of final acceptance of the agreement.

**H. Governance:** This agreement shall be governed according to the laws of the State of Vermont.

**I. Required Provisions for Sub-Contracts:** The parties acknowledge that this is a subcontract stemming from a contract entitled, "Clean Water Design/Implementation Block Grant 2019-CWF-IMP-03 that **Bristol** executed with the Southern Windsor County Regional Planning Commission (now the Mount Ascutney Regional Planning Commission) on 04/15/2021. That Contract requires the parties to include the following provisions of its Attachment C in all subcontracts for work performed in the State of Vermont:

- i. Section 1 ("Fair Employment Practices and Americans with Disabilities Act");
- ii. Section 2 ("False Claims Act");
- iii. Section 3 ("Whistleblower Protections");
- iv. Section 4 ("Taxes Due to the State");
- v. Section 5 ("Child Support");
- vi. Section 6 ("No Gifts or Gratuities"); and
- vii. Section 7 ("Certification Regarding Debarment").

This contract specifically incorporates the provisions of all the paragraphs of the master contract noted above by reference and **ACRPC** agrees to abide by all of their terms and conditions.

**J. Severability:** The invalidity of any paragraph of this agreement shall be treated separately from all other paragraphs and shall not affect the validity of any or all other paragraphs.



**In witness whereof, the Town of Bristol and the Addison County Regional Planning Commission have executed this agreement as of the date first written above.**

**TOWN OF BRISTOL**

**BY:** Valerie Capels Valerie Capels, Town Administrator  
Its duly authorized agent

**ADDISON COUNTY REGIONAL PLANNING COMMISSION**

**BY:** Adam Lougee Adam Lougee, Executive Director

**Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request	<i>January 27, 2021</i>
Original Grantee/Contractor	<i>Southern Windsor County Regional Planning Commission</i>
Address	<i>PO Box 320, Ascutney, VT 05030</i>
Phone Number	<i>802-674-9201</i>
Agreement #	<i>2019-CWF-IMP-03</i>

Subcontractor Name	<i>Addison County Regional Planning Commission</i>
Address	<i>14 Seminary Street, Middlebury, VT 05753</i>
Phone Number	<i>(802) 388-3141</i>
Contact Person	<i>Mike Winslow, Planner</i>
Scope of Services	<i>ACRPC will assist the Town in project coordination and technical support with compliance, procurement, and outreach for the subcontractor engineer, and serve as project liaison.</i>
Maximum Amount	<i>\$174</i> <i>Should be \$348</i>

<b>Original Grantee/ Contractor Signature</b>	<i>Valerie Capet</i>
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Business Office Review

Approval: *Mercedes Piñón*      Date: *01/27/2021*

**The language following this form must be included by the contractor in all subcontracting agreements.**

## **Language to be included in all subcontracting agreements:**

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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 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.
- 5. 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.

- 6. 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.
  
- 7. 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.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : ADDISON COUNTY REGIONAL PLANNING COMMISSION\***  
**Record Status: Active**

<b>ENTITY</b>	ADDISON COUNTY REGIONAL PLANNING COMMISSION	Status: Active
DUNS: 783103943	+4:	CAGE Code: 5RZF0 DoDAAC:
Expiration Date: 02/19/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14 SEMINARY ST		
City: MIDDLEBURY	State/Province: VERMONT	
ZIP Code: 05753-1220	Country: UNITED STATES	

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Mike Winslow\***  
**Record Status: Active**

**No Search Results**