



**PROFESSIONAL SERVICES CONTRACT**  
**FOR**  
**QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP)**  
**SERVICES**

**EPA FY2025 BROWNFIELDS CLEANUP GRANT**

**Steamship Navigation Site – 2287 Camden Road (Route 90), Warren, Maine**

**Contract No. 2025-BF-001**

This Professional Services Contract ("Contract") is entered into as of the 13th day of January, 2026, ~~2025~~ ("Effective Date"), by and between:

**TOWN OF WARREN**, a municipal corporation organized under the laws of the State of Maine, with offices at 167 Western Road, Warren, Maine 04864 (hereinafter referred to as the "Town" or "Owner");

AND

**SEVEE & MAHER ENGINEERS, INC.**, a Maine corporation with principal offices at 4 Blanchard Road, P.O. Box 85A, Cumberland Center, Maine 04021 (hereinafter referred to as the "Contractor" or "QEP").

The Town and the Contractor are hereinafter collectively referred to as the "Parties" and individually as a "Party."

**RECITALS**

**WHEREAS**, the Town of Warren has been awarded a \$4,000,000 Cooperative Agreement from the U.S. Environmental Protection Agency (EPA) under the Fiscal Year 2025 Brownfields Cleanup Grant Program (CFDA 66.818), EPA Cooperative Agreement No. 4B - 00A01963 - 0 (the "Cooperative Agreement"); and

**WHEREAS**, this Cooperative Agreement provides funding for the remediation and redevelopment of the Steamship Navigation Site, a Town-owned 71.4-acre parcel located at 2287 Camden Road (Route 90) in Warren, Maine (Map R11, Lot 38) (the "Site"); and

**WHEREAS**, the Site contains extensive environmental contamination including over 300,000 cubic yards of PFAS-contaminated waste carpet material covering approximately

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**TOWN OF WARREN SELECT BOARD MEMBERS**

Wayne Luce, Chair | Jan MacDonald, Vice Chair | Roger Peabody | Justin Humes | Nikos DeMaria  
[www.warrenmaine.org](http://www.warrenmaine.org)



30+ acres and stacked up to 20 feet high, which has contaminated soils and groundwater with PFAS and arsenic above Maine DEP standards; and

**WHEREAS**, the Town issued a Request for Proposals dated September 23, 2025, soliciting qualified environmental professional services for this cleanup project; and

**WHEREAS**, the Contractor submitted a responsive proposal dated November 10, 2025, demonstrating the qualifications and expertise necessary to perform the required services; and

**WHEREAS**, the Town, following a competitive procurement process in accordance with 2 CFR Part 200 and applicable state and local procurement requirements, has determined that the Contractor's proposal represents the best value to the Town; and

**WHEREAS**, the Parties desire to enter into this Contract to set forth the terms and conditions under which the Contractor will provide qualified environmental professional services for the cleanup of the Site.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1: DEFINITIONS**

For purposes of this Contract, the following terms shall have the meanings set forth below:

**"ABCA"** means the Analysis of Brownfields Cleanup Alternatives, a document required by EPA evaluating remedial options for the Site.

**"ACRES"** means the Assessment, Cleanup, and Redevelopment Exchange System, EPA's online database for tracking brownfield activities.

**"BABA"** means the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act, which require that iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects are produced in the United States.

**"Cooperative Agreement"** means the EPA FY2025 Brownfields Cleanup Cooperative Agreement between the Town and EPA, including all terms, conditions, and amendments thereto.

**"Davis-Bacon Act" or "DBA"** means the Davis-Bacon Act (40 U.S.C. 3141-3148) and the Davis-Bacon Related Acts, which require payment of prevailing wages to laborers and mechanics on federally funded construction projects.

**"DBE"** means Disadvantaged Business Enterprise, including Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) as defined in 40 CFR Part 33.

**"EPA"** means the United States Environmental Protection Agency.

**"MEDEP"** means the Maine Department of Environmental Protection.



**"Project Manager"** means the Town Planner, or their designee, who serves as the Town's primary point of contact for this Contract.

**"RAP"** means the Remedial Action Plan prepared for the Site.

**"RFP"** means the Town's Request for Proposals dated September 23, 2025.

**"Site"** means the Steamship Navigation Site, a 71.4-acre parcel located at 2287 Camden Road (Route 90), Warren, Maine (Map R11, Lot 38).

**"SSQAPP"** means the Site-Specific Quality Assurance Project Plan required by EPA for all sampling activities.

**"VRAP"** means the Maine Department of Environmental Protection's Voluntary Response Action Program.

## **ARTICLE 2: SCOPE OF SERVICES**

### **2.1 General Scope**

The Contractor shall provide comprehensive qualified environmental professional services to implement the Town's EPA FY2025 Brownfields Cleanup Grant at the Site, as more fully described in the RFP and the Contractor's Proposal, which are incorporated herein by reference as Exhibits A and B respectively. The Services shall include, but not be limited to, the following tasks:

### **2.2 Task 1 – Cooperative Agreement Oversight and Program Management**

The Contractor shall provide overall project management including:

- (a) Quality assurance/quality control procedures;
- (b) Schedule and risk management;
- (c) Monthly progress meetings with Town staff;
- (d) Quarterly Progress Reports and ACRES database updates within 30 days after each federal quarter;
- (e) Annual SF-425 financial reports and DBE utilization documentation;
- (f) Assistance with ASAP draw requests and cost documentation;
- (g) Maintenance of the public information repository and Administrative Record.

### **2.3 Task 2 – Community Engagement and Public Involvement**

The Contractor shall:

- (h) Develop and implement a Community Involvement Plan aligned with EPA and MEDEP guidance;
- (i) Organize and facilitate public meetings at key project milestones;



- (j) Manage the 30-day public comment period on the draft ABCA and Decision Document;
- (k) Prepare comment response matrices and incorporate public input;
- (l) Provide regular updates to the Select Board and relevant committees.

## **2.4 Task 3 – Site-Specific Planning and Pre-Cleanup Documents**

The Contractor shall:

- (m) Prepare a comprehensive draft Analysis of Brownfields Cleanup Alternatives evaluating at least three remedial options;
- (n) Finalize the ABCA, prepare the Remedial Action Plan and Decision Document;
- (o) Develop a Site-Specific Quality Assurance Project Plan and obtain EPA approval;
- (p) Prepare a site-specific Health and Safety Plan meeting OSHA requirements;
- (q) Conduct supplemental investigations as necessary to support remedy design;
- (r) Coordinate all necessary permits including stormwater and erosion control;
- (s) Develop 100% design drawings and bid-ready specifications progressing through 30%, 60%, 90%, and 100% design submittals.

## **2.5 Task 4 – Procurement Support and Construction Oversight**

The Contractor shall:

- (t) Support the Town's procurement process for construction contractors in accordance with 2 CFR Part 200;
- (u) Prepare pre-bid meeting materials and respond to contractor requests for information;
- (v) Evaluate bids and prepare award recommendation memoranda;
- (w) Provide comprehensive construction administration services;
- (x) Verify Davis-Bacon certified payroll compliance and conduct required employee interviews;
- (y) Track and maintain BABA documentation for all applicable materials;
- (z) Prepare daily field reports, weekly summary reports, and photographic documentation;
- (aa) Conduct confirmatory sampling in accordance with the approved SSQAPP.

## **2.6 Task 5 – Post-Construction Documentation and Long-Term Obligations**

The Contractor shall:

- (bb) Prepare comprehensive closeout documentation including as-built drawings;



- (cc) Prepare a Cleanup Completion Report documenting attainment of cleanup objectives;
- (dd) Assist with preparation and recording of institutional controls;
- (ee) Develop an Environmental Monitoring and Management Plan;
- (ff) Prepare a Post-Closure Cover Operation and Maintenance Plan;
- (gg) Prepare the MEDEP VRAP completion package and obtain Certificate of Completion;
- (hh) Prepare an EPA Success Story highlighting project accomplishments.

## **ARTICLE 3: CONTRACT TERM**

### **3.1 Period of Performance**

This Contract shall commence on the Effective Date and shall continue until September 30, 2029, corresponding to the EPA Cooperative Agreement period, unless earlier terminated in accordance with the provisions of this Contract (the "Term").

### **3.2 Extension**

The Town may, at its sole discretion, extend this Contract beyond the initial Term to accommodate the terms and conditions of future EPA grants awarded to the Town, as well as other Brownfield, environmental, civil, landfill, planning, redevelopment, or engineering project related to the Site, provided that: (a) a market survey conducted by the Town indicates the prices proposed by the Contractor are reasonable; and (b) such extension is in writing and signed by both Parties.

## **ARTICLE 4: COMPENSATION**

### **4.1 Contract Amount**

The Town agrees to pay the Contractor for the satisfactory performance of the Services in an amount not to exceed One Hundred Sixty-Nine Thousand Three Hundred Forty Dollars (\$169,340.00) (the "Contract Amount"), subject to the availability of EPA grant funds. The breakdown of costs by task is as follows:

| <b>Task Description</b>                                        | <b>Not-to-Exceed Amount</b> |
|----------------------------------------------------------------|-----------------------------|
| Task 1: Cooperative Agreement Oversight and Program Management | \$15,750.00                 |
| Task 2: Community Engagement and Public Involvement            | \$10,125.00                 |
| Task 3: Site-Specific Planning and Pre-Cleanup Documents       | \$40,955.00                 |



| <b>Task Description</b>                                           | <b>Not-to-Exceed Amount</b> |
|-------------------------------------------------------------------|-----------------------------|
| Task 4: Procurement Support and Construction Oversight            | \$85,360.00                 |
| Task 5: Post-Construction Documentation and Long-Term Obligations | \$17,150.00                 |
| <b>TOTAL CONTRACT AMOUNT</b>                                      | <b>\$169,340.00</b>         |

*\*The above costs do not represent analytical laboratory costs for data gaps and waste characterization sampling which may be necessary as part of the evaluation of remedial alternatives and preliminary design, or confirmatory sampling based on the final cleanup design. Laboratory services will be billed at cost plus 10 percent markup.*

#### **4.2 Hourly Rates**

The Contractor's hourly rates for personnel are set forth in Exhibit C (Rate Schedule) attached hereto. Rates shall remain in effect for the first year of the Contract. Beginning in Year 2 and each subsequent year, rates may be adjusted by no more than five percent (5%) annually upon written notice to the Town.

#### **4.3 Payment Terms**

Payment for Services shall be made on a monthly basis for completed and accepted work. Invoices shall be submitted to the Project Manager and shall include:

- (ii) Detailed documentation of work performed during the billing period;
- (jj) Personnel hours by task and labor category;
- (kk) Other direct costs with supporting documentation;
- (ll) Progress toward deliverable completion;
- (mm) Certification that all work performed is eligible under the Cooperative Agreement.

The Town shall pay approved invoices within thirty (30) days of receipt.

#### **4.4 Budget Amendments**

The Contractor may request reallocation of funds between tasks without increasing the Contract Amount, subject to written approval by the Project Manager. Any request to increase the Contract Amount shall require a formal contract amendment approved by the Select Board.

### **ARTICLE 5: FEDERAL REQUIREMENTS**

#### **5.1 General Federal Compliance**



All work performed under this Contract must comply with the requirements of the EPA FY2025 Cleanup Cooperative Agreement between the Town and EPA, including all applicable Programmatic and Administrative Terms and Conditions. The Contractor shall demonstrate thorough understanding of and ability to comply with federal grant requirements including:

- (nn) 2 CFR Parts 200 and 1500 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- (oo) 40 CFR Part 33 (Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs);
- (pp) Davis-Bacon and Related Acts wage requirements;
- (qq) Build America, Buy America (BABA) provisions for applicable materials sourcing and documentation.

## **5.2 Davis-Bacon Act Compliance**

The Contractor acknowledges that this project is subject to the Davis-Bacon Act (40 U.S.C. 3141-3148) and the Davis-Bacon Related Acts. All construction, alteration, and repair contracts and subcontracts exceeding \$2,000 must comply with prevailing wage requirements. The Contractor shall:

- (rr) Include the Davis-Bacon contract provisions in all applicable subcontracts;
- (ss) Verify and document contractor compliance with certified payroll requirements;
- (tt) Conduct employee interviews as required by EPA guidance;
- (uu) Maintain records demonstrating compliance for at least three (3) years following project closeout.

## **5.3 Build America, Buy America Compliance**

The Contractor shall ensure compliance with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act for all iron, steel, manufactured products, and construction materials used in the project. The Contractor shall:

- (vv) Track and document the origin of all applicable materials;
- (ww) Obtain certifications from suppliers and manufacturers as required;
- (xx) Assist the Town in requesting waivers if domestic materials are unavailable;
- (yy) Maintain complete BABA documentation in the project Administrative Record.



#### **5.4 DBE Requirements**

The Contractor shall demonstrate good faith efforts to achieve fair share goals for participation by Disadvantaged Business Enterprises in accordance with 40 CFR Part 33. The Contractor shall maintain records documenting compliance with the six good faith efforts specified in 40 CFR Section 33.301(a)-(f).

#### **5.5 ACRES Reporting**

The Contractor shall enter all required data into EPA's ACRES database within thirty (30) days after each federal quarter. The Contractor shall ensure all data is properly validated and accurately reflects project progress.

#### **5.6 Quality Assurance**

The Contractor shall develop and obtain EPA approval of a Site-Specific Quality Assurance Project Plan (SSQAPP) prior to conducting any sampling activities. All environmental data shall be collected, validated, and reported in accordance with the approved SSQAPP.

### **ARTICLE 6: INSURANCE**

#### **6.1 Insurance Requirements**

The Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage throughout the Term of this Contract:

- (zz) Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate;
- (aaa) Professional Liability (Errors & Omissions): \$2,000,000 per claim and aggregate;
- (bbb) Automobile Liability: \$1,000,000 combined single limit;
- (ccc) Workers' Compensation: Statutory limits / Employer's Liability \$500,000;
- (ddd) Pollution Liability: \$2,000,000 per claim and aggregate.

#### **6.2 Additional Insured**

All policies (except Workers' Compensation and Professional Liability) shall name the Town of Warren, its officers, employees, and agents as additional insureds and shall include primary and non-contributory language in favor of the Town. Waiver of subrogation in favor of the Town is required where applicable.

#### **6.3 Certificates of Insurance**

The Contractor shall provide certificates of insurance evidencing the required coverage prior to commencing work under this Contract and shall provide updated certificates upon policy



renewal. Certificates shall provide for thirty (30) days' advance written notice to the Town of any cancellation or material change in coverage.

## **ARTICLE 7: INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) the negligent or wrongful acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the Services; (b) any breach of this Contract by the Contractor; or (c) any violation of applicable law by the Contractor. This indemnification obligation shall survive the termination or expiration of this Contract.

## **ARTICLE 8: RECORDS AND AUDIT**

### **8.1 Record Keeping**

The Contractor shall maintain complete and accurate records of all activities performed and costs incurred under this Contract in accordance with federal grant requirements and generally accepted accounting principles. Records shall include, but not be limited to:

- (eee) Personnel time records by task;
- (fff) Invoices and receipts for direct costs;
- (ggg) Subcontractor agreements and invoices;
- (hhh) Technical reports and deliverables;
- (iii) Davis-Bacon and BABA compliance documentation;
- (jjj) Correspondence with regulatory agencies.

### **8.2 Record Retention**

The Contractor shall retain all project records for a minimum of three (3) years following project closeout, or longer if required by audit findings, litigation, or ongoing investigations.

### **8.3 Audit Rights**

The Contractor shall make all records available for inspection and audit by the Town, EPA, EPA Office of Inspector General, Comptroller General of the United States, or other authorized representatives upon reasonable notice during normal business hours.

## **ARTICLE 9: TERMINATION**

### **9.1 Termination for Convenience**

The Town may terminate this Contract at any time for convenience upon thirty (30) days' written notice to the Contractor. In the event of termination for convenience, the Town shall



pay the Contractor for all Services satisfactorily performed through the effective date of termination, plus reasonable costs incurred in connection with an orderly termination.

### **9.2 Termination for Cause**

Either Party may terminate this Contract for cause if the other Party materially breaches any provision of this Contract and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach. The Town may terminate this Contract immediately upon written notice if the Contractor:

- (kkk) Fails to comply with applicable federal, state, or local laws or regulations;
- (lll) Fails to maintain required insurance coverage;
- (mmm) Becomes insolvent or files for bankruptcy;
- (nnn) Engages in fraud or misrepresentation in connection with this Contract.

### **9.3 Termination Due to Loss of Funding**

If federal funding for the Cooperative Agreement is reduced, terminated, or otherwise becomes unavailable, the Town may terminate this Contract upon written notice to the Contractor. In such event, the Contractor shall be compensated for Services satisfactorily performed through the effective date of termination.

## **ARTICLE 10: KEY PERSONNEL**

### **10.1 Designated Key Personnel**

The Contractor represents that the following individuals shall serve as key personnel for this project:

- Principal in Charge: Erik Clapp, L.G., Ph.D.
- Program Manager/QA Officer: Stephen Dyer, P.E.
- Primary Contact, Project Manager, Community Engagement Lead, and Construction Manager: Jaime Madore, P.E.
- Professional Landfill Engineer: Brian Pierce, P.E.
- Senior Geologist: Aaron Martin, L.G.

### **10.2 Substitution of Key Personnel**

The Contractor shall not substitute key personnel without the prior written approval of the Town. Any proposed substitution shall include documentation of the proposed replacement's qualifications, which must be comparable to those of the original key personnel.

## **ARTICLE 11: GENERAL PROVISIONS**

### **11.1 Independent Contractor**



The Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Town. The Contractor shall be solely responsible for payment of all taxes, including federal, state, and local income taxes, social security taxes, and all other applicable taxes.

### **11.2 Assignment**

The Contractor shall not assign, transfer, or subcontract any rights or obligations under this Contract without the prior written consent of the Town, except that the Contractor may use subcontractors as identified in its Proposal without further approval, provided that the Contractor remains fully responsible for all Services.

### **11.3 Amendments**

This Contract may be amended only by a written instrument signed by both Parties. Any amendment that increases the Contract Amount or materially changes the scope of Services shall require approval by the Select Board.

### **11.4 Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of Maine, without regard to its conflict of laws principles. Any legal action arising out of this Contract shall be brought in the courts of Knox County, Maine.

### **11.5 Notices**

All notices under this Contract shall be in writing and shall be deemed given when delivered personally, or three (3) business days after being sent by certified mail, return receipt requested, to the following addresses:

**If to the Town:** Town of Warren Attn: Town Planner 167 Western Road Warren, ME 04864

**If to the Contractor:** Sevee & Maher Engineers, Inc. Attn: Jaime Madore, P.E. 4 Blanchard Road, P.O. Box 85A Cumberland Center, ME 04021

### **11.6 Entire Agreement**

This Contract, including all Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements between the Parties.

### **11.7 Severability**

If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **11.8 Waiver**



**TOWN OF WARREN**  
BOARD OF SELECTMEN

167 Western Rd  
Warren, ME 04864  
P: (207) 273-2421  
F: (207) 273-3107

**11.9 Counterparts**

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**EXHIBITS**

The following Exhibits are attached to and incorporated into this Contract:

- Exhibit A: Town of Warren Request for Proposals dated September 23, 2025
- Exhibit B: Contractor's Proposal dated November 10, 2025
- Exhibit C: Rate Schedule
- Exhibit D: EPA Cooperative Agreement Terms and Conditions (incorporated by reference)

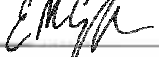
**IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.**

**TOWN OF WARREN**

By:   
Sherry Howard  
Town Manager

Date: 01/08/2026

**SEVEE & MAHER ENGINEERS, INC.**

By:   
Erik Clapp, L.G., Ph.D.  
Principal

Date: 1/13/2026

**WITNESSED BY:**

  
Dan DeBord, Town Planner  
Project Manager

Date: 01/08/2026