

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Tetra Tech, Inc, with a principal place of business in Pasadena, CA (the "Contractor") that the contract between them originally dated as of January 1, 2023, Contract # 45119, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2024, to December 31, 2025.

- II. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced as follows:
"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) constitutes part of this Contract and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

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

Byrd Anti-Lobbying Certification. Applicable to contracts over \$100,000.00 - this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

This document consists of 2 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

TETRA TECH, INC

By: _____

By: _____

Name: Jennifer M.V. Fitch
Commissioner - Buildings and
General Services

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Tetra Tech, Inc, with a principal place of business in Fairfax, VA (the "Contractor") that the contract between them originally dated as of January 1, 2023, Contract # 45119, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$125,000.00 to \$2,500,000.00, representing an increase of \$2,375,000.00.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

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

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)" which is attached as Attachment D to this contract, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

Tetra Tech, Inc

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

Date: _____

Date: _____

Attachment D: Federal Terms Supplement

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for all Contracts and Purchases of Products and Services Using Federal Funds

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
 - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
 - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
 - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
 - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
 - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Contract #45119
Amendment #1

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Tetra Tech, Inc, with a principal place of business in Fairfax, VA, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Debris Monitoring for Disasters in the State of Vermont. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$125,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on January 1, 2023 and end on December 31, 2024 with the option to renew for two additional twelve month periods.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Betty Kamara

Phone: (407) 803-2551

Email: TDR.Contracts@tetrattech.com

b. For the State:

Name: Mike Kennedy, State Purchasing Agent

Phone: (802) 249-5058

Email: Michael.n.kennedy@vermont.gov

9. **Attachments.** This contract consists of 25 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D State of Vermont – Federal Terms Supplement (non-construction)

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D State of Vermont – Federal Terms Supplement (non-construction)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

Remain on retainer to provide qualified Debris Monitors in the event that the State needs to activate its Contingency Debris Management Contractor, following a major disaster. The most common disasters in Vermont are winter ice storms that create wide-scale tree debris removal operations and flooding events resulting in building-related debris. Task orders for Debris Monitoring will be correlated with task orders to designated Contractor for Debris Management. Debris Monitoring Contractor will scale up and staff appropriately to monitor in accordance with the task orders assigned to the Debris Management Contractor. The debris monitoring contractor shall monitor and document the debris being removed by accompanying street address or GPS location along with the tonnage weight or cubic yard volume for each location.

The Contractor shall be duly licensed to perform the work in accordance with the State of Vermont statutes and regulations. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall also be responsible for determining what additional permits are necessary to perform under the contract. All Debris Contractors that intend to haul waste must possess a Waste Transportation Permit, as will all subcontractors that will haul waste. Contractor shall obtain a 5-year, Waste Transportation Permit for a single vehicle, and upon activation of the contract shall modify the permit, with supplementary payment, to include all additional vehicles needed for monitoring of debris. Waste Transportation Permit forms and guidance, including Personal History and Business Disclosure forms are available on the VTDEC website:

www.DEC.vermont.gov/haulers

Compliance with FEMA Requirements and State Declared Disaster Contracts

The Contractor shall arrange for collection and disposal of debris in a manner complying with all applicable federal, state and local laws and regulations, task orders, and any specific project parameters, e.g., as defined in a FEMA project worksheet. Any debris collected by the Contractor outside the scope of task orders, project parameters, or FEMA Eligibility requirements, in a Federally Declared Disaster, shall be properly disposed of at the Contractor's expense unless otherwise previously agreed to with the Contracting Entity. Any loads rejected at the final recycling or disposal facility shall be the Contractor's responsibility.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or other private Contractor.

CONTRACT-SPECIFIC DEFINITIONS

Alert – an official notification made by the State Contract Manager via telephone and email to selected Contractors regarding an anticipated disaster such as a hurricane or immediately following a disaster prior to issuance of the first task order.

Contracting Entity – The State agency or local government entity, that is contracting for emergency debris removal services with a Contractor engaged pursuant to this RFP. Upon activation of this contract, the State Contract Manager will advise the Contractor of the Contracting Entities authorized to utilize the contract. The Contracting Entity is typically the same entity to which a

FEMA Public Assistance subgrant is awarded and is accountable to the Vermont Department of Public Safety as Vermont's Public Assistance Grantee Agency for the use of the funds provided in Federally declared disasters.

Construction and Demolition Waste – is waste derived from the construction or demolition of buildings, roadways or structures including but not limited to clean wood, treated, or painted wood, plaster, sheetrock, roofing paper and shingles, insulation, glass, stone, soil, flooring materials, brick, masonry, mortar, incidental metal, furniture and mattresses. This waste does not include asbestos waste, regulated hazardous waste, hazardous waste generated by households, hazardous waste from conditionally exempt generators, or any material banned from landfill disposal under 10 V.S.A. §6621a

Debris – Items and materials broken, destroyed, or displaced by a natural or man-made disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property that are not part of normal generation of solid waste and encompasses both FEMA Eligible Debris and/or Eligible Debris as the context warrants.

Debris Manager – The Debris Manager will be the Contracting Entity's point of contact for the State Contract Manager.

Debris Monitor – The Contracting Entity or a firm employed by the Contracting Entity, as required by FEMA, to monitor all aspects of the debris management operation and ensure accuracy of records and data for FEMA Eligible Debris management.

Disaster – A disaster declared by the President of the United States pursuant to the Stafford Act, 42 U.S.C. Sec. 5121 et seq. or declared by the Governor of Vermont pursuant to 20 V.S.A. § 9 et seq.

Eligible Debris – Debris generated as a result of a State Declared Disaster and contracted for or required to be managed pursuant to a contract and Task Order between a Contractor and Contracting Entity.

Federally Declared Disaster – Pursuant to the Stafford Act 42 U.S.C. 5121 et seq. (as amended) any natural catastrophe including any hurricane, storm, high water, wind-driven water, snowstorm, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.” A Federally Declared Disaster brings with it the involvement and assistance of FEMA.

FEMA – The Federal Emergency Management Agency, which administers Public Assistance grant funding for eligible expenditures pursuant to 41 USC §5121, et seq., 44 CFR, Parts 13 and 206 and other published guidance.

FEMA Eligible Debris – Debris generated as a result of a Federally Declared Disaster, and that meets FEMA eligibility requirements set forth at 44 C.F.R. 206.224 and applicable FEMA policy documents set forth at <http://www.fema.gov/public-assistance-policy-and-guidance> and limited to only that debris that FEMA determines eligible for the disaster event and is consistent with FEMA regulations and Public Assistance guidance. Note: Payment by FEMA will only be made for that debris meeting FEMA eligibility Guidelines unless non-FEMA eligible debris is prior approved by FEMA and the collection/disposal of the non-FEMA eligible debris is explicitly requested by the Contracting Entity.

FEMA Ineligible Debris – debris that does not meet the definition of FEMA eligible debris and is therefore not eligible for reimbursement by FEMA under the Public Assistance Program for its management and disposal. Debris may be FEMA ineligible due to being:

- not generated in a Federally Declared Disaster pursuant to the Stafford Act;
- not located within a designated disaster area on an eligible applicant's improved property or rights-of-way; or
- not the legal responsibility of the Contracting Entity.

Household Hazardous Waste (HHW) – means any waste from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day-use recreation areas) that would be subject to regulation as hazardous wastes if it were not from households. HHW includes, but is not limited to:

- Automobile fluids (used oil, antifreeze, etc.)
- Batteries
- Oil-based paints and stains
- Photo chemicals
- Lawn-care chemicals
- Pesticides
- Unidentified liquids
- Household cleaners
- Fluorescent bulbs

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

Landfill Banned Waste: Pursuant to 10 V.S.A. §6621a, the following wastes are banned from landfill disposal:

- Lead-acid Batteries
- Waste oil
- White goods
- Tires
- Paint, stains, varnishes, etc.
- Ni-Cad batteries
- Mercury-added products
- Banned electronic devices (E-waste)
- Mandated recyclable materials
- Leaf and yard residuals after July 1, 2016
- Food residuals after July 1, 2020

Minority Business Enterprises (MBEs) – Entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

Municipality – shall include a city, town, town school district, incorporated school or fire district or incorporated village, and all other governmental incorporated units, such as solid

waste management districts.

Municipal Operations Manager (“MOM”) -- In each Municipality of the State where the Contractor is performing work, the Contractor shall provide a Municipal Operations Manager (“MOM”) to serve as the principal liaison with the Contracting Entity’s Debris Manager and the Contractor’s staff, subcontractors and lessors.

Municipal Solid Waste – means combined household, commercial, and industrial waste materials.

Night Authorization – written approval issued by the Contracting Entity to authorize its Contractor to perform work during nighttime hours to facilitate debris removal efforts.

Solid Waste – Shall have the same meaning as defined at 10 V.S.A. §6602, as may be amended.

Solid Waste Management Facility (SWMF)–. means all contiguous land, structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of solid waste. A Solid Waste Management Facility must be certified by VTDEC, may consist of several treatment, storage, or disposal operational units, and includes TDSRSs as defined below.

Solid Waste Implementation Plan (SWIP) – Solid waste management plan developed by one of the State’s regional solid waste planning entities.

State Contract Manager (SCM) – The individual responsible for overall State contract administration, and who serves as a resource to resolve contract issues between Contractors and Contracting Entities.

State Debris Management Coordinator (SDMC) – The designated manager within VTDEC who is responsible for coordination with VT DEMHS on emergency debris removal efforts, and on long-term debris removal and recovery efforts.

State Declared Disaster – A state of emergency declared by the Governor.

Task Order – Order sent from Contracting Entity to Contractor to activate resources to begin a specific debris removal and management project. Task Order may also include initial contact from the State to the Contractor to notify of imminent need of Contractor resources in response to a State of Emergency declared by the Governor.

Temporary Debris Storage and Reduction Site (TDSRS) – An existing, certified SWMF that has been designated and permitted by VTDEC to accept and manage disaster debris beyond its normally capacity and operating hours. The State Emergency Operations Plan, Annex 6, lists 23 geographically dispersed TDSRSs.

Vehicle – Any car, truck, van, motorcycle, all-terrain vehicle and other motorized vehicle used or capable of being used for ground transportation, as well as trailers required to be registered with the State of Vermont.

Vessel – Any boat, ship or any other watercraft or part thereof used for recreational, commercial, government, or industrial purposes, used or capable of being used as a means of transportation on the water.

Vehicle and Vessel Aggregation Area – An area designated by VTDEC for the temporary storage

of vessels and vehicles removed from Waters of the State or public land by a debris removal contractor.

Waste Transportation Permit – The Agency of Natural Resources issues five-year waste transportation permits for hauling hazardous, solid, and residual waste to or from any location in Vermont. Commercial haulers are required to obtain a waste transportation permit. A commercial hauler is defined (a) any person that transports regulated quantities of hazardous waste; and (b) and person that transports solid and residual waste for compensation.

Waters – means all rivers, streams, creeks, brooks, reservoirs, ponds, lakes, springs and all bodies of surface waters, artificial or natural, which are contained within, flow through or border upon the State or any portion of it.

Work Area – Where the Contracting Entity is a Local Government Entity, a Work Area shall mean the boundaries of the Local Government Entity (e.g., municipal boundaries). Where the Contracting Entity is the State, Work Area shall be the area defined in the Task Order.

ACRONYMS

ACM – Asbestos Containing Materials
BGS – (Vermont) Department of Buildings & General Services
C&D – Construction and Demolition
CFC – Chlorofluorocarbon liquid
VEM – Vermont Emergency Management
DMV – (Vermont) Department of Motor Vehicles
EPA – Environmental Protection Agency
FEMA – Federal Emergency Management Agency
GIS – Geographic Information System
GPS – Global Positioning System
HHW – Household Hazardous Waste
MOM – Municipal Operations Manager
MSW – Municipal Solid Waste
NESHAP - National Emission Standards for Hazardous Air Pollutants
NIMS – National Incident Management System
PCB – Polychlorinated biphenyl
SCM – State Contract Manager
SDMC – State Debris Management Coordinator
TSCA – Toxic Substance Control Act
TDSRS - Temporary Debris Storage and Reduction Site
VOSHA – Vermont Occupational Safety and Health Administration
VTDEC – Vermont Department of Environmental Conservation
VTrans – Vermont Agency of Transportation

LAND DEBRIS REMOVAL/ MONITORING

Planning for debris removal and monitoring operations is a function of the State's agencies and political subdivisions. Local governmental entities may also use their own forces and equipment to perform clearing, removal and disposal and recycling of disaster generated debris in addition to any services that they may request through the State from the Contractor. Each Contracting Entity has an assigned Debris Manager.

This Contract is to be utilized for Federally Declared Emergency events as well as State declared events. However, this Contract is not intended, nor can it be utilized, to replace an entity's normal, routine, ongoing responsibility for monitoring of solid waste generated within its jurisdiction. This Contract is intended for activation and use only when emergency circumstances due to a Federally or State declared disaster that causes the generation of debris and/or waste which exceeds the State, or municipal normal waste handling capacity and/or expertise to manage that waste in a safe and timely manner.

The SDMC will be the primary point of contact for the Contractor up to and including issuance of the initial Task Order, which authorizes Contracting Entities to issue subsequent Task Orders. The State will thereafter resolve overall contract administration between the Contract Entities using this contract. Following Contract activation and issuance of the initial Task Order by the State, Contracting Entities will assume primary coordination authority with the Contractor for all Task Orders issued by the Contracting Entity. The Contractor shall forward copies of all Task Orders issued to the SDMC.

Each Contractor holding a debris monitoring contract will serve as a General Contractor for the purpose of debris monitoring operations and will be able to use its own and subcontractor resources to meet the obligations of the contract.

The Contractor shall obtain Certifications of Non-Debarment from its

subcontractors. Compliance with Solid Waste Management/Monitoring District

ordinances or surcharges

The Contractor and any subcontractors shall comply with applicable Solid Waste Management District or municipal ordinances and surcharges. The district, pursuant to applicable law, may waive these requirements at its discretion.

Contractor Licensure

The Contractor must be duly licensed to perform the work in accordance with the State of Vermont statutes and regulations. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall also be responsible for determining what additional permits are necessary to perform under the contract. All Debris Contractors that intend to haul waste must possess a Waste Transportation Permit, as will all subcontractors that will haul waste. Upon contract signing, the Contractor shall obtain a 5-year, Waste Transportation Permit for a single vehicle, and upon activation of the contract shall modify the permit, with supplementary payment, to include all additional vehicles needed for monitoring of debris. Waste Transportation Permit forms and guidance, including Personal History and Business Disclosure forms are available on the VTDEC website:

www.DEC.vermont.gov/haulers

Compliance with FEMA Requirements and State Declared Disaster Contracts

The Contractor shall arrange for collection and disposal of debris in a manner complying with all applicable federal, State and local laws and regulations, task orders, and any specific project parameters, e.g., as defined in a FEMA project worksheet. Any debris collected by the Contractor outside the scope of task orders, project parameters, or FEMA Eligibility requirements, in a Federally Declared Disaster, shall be properly disposed of at the Contractor's expense unless otherwise previously agreed to with the Contracting Entity. Any loads rejected at the final recycling or disposal facility shall be the Contractor's responsibility.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or other private Contractor.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):

This project is subject to and must comply with Federal Emergency Management Agency (FEMA) requirements under 44 CFR 13.36. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

As such, the Contractor must comply with the following provisions and supplemental specifications of 44 CFR 13.36

(i) identified below:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement.
- Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- Notice of awarding agency requirements and regulations pertaining to reporting.
- Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of

or under such contract.

- Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CRF part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.)
- Mandatory standards and policies relating to energy efficiency which are contained in the Vermont energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

REPORTING REQUIREMENTS: Vendor is responsible for any and all reporting requirements associated with this RFP. Requirements may include but are not limited to:

- FEMA and/or Federal reporting requirements as applicable.

NO GUARANTEE OF WORK

There is no guarantee of work for this contract. The quantity of work required to complete this contract is estimated. There is no minimum quantity of work stipulated in this contract.

DEBRIS ELIGIBILITY DETERMINATION

This RFP applies to 1) the monitoring of FEMA Eligible Debris in a Federally Declared Disaster, and 2) Eligible Debris generated in a State Declared Disaster that is required or authorized to be managed pursuant to a Contract and Task Orders between the Contractor and the Contracting Entity.

Nothing herein shall preclude a Contractor from being directed by the Contracting Entity, pursuant to applicable law, to remove FEMA Ineligible Debris at the same price structure as FEMA Eligible or Eligible Debris. The waste monitor or monitoring firm, if utilized for the event and present, shall, if needed, unless FEMA is present, determine waste eligibility; otherwise, waste eligibility is determined by the Contracting Entity in consultation with the Contractor. The State will not pay the Contractor for activities performed under this Contract that are not eligible for reimbursement.

CONTRACTOR LIABILITY FOR VIOLATIONS AND RESPONSIBILITY FOR DAMAGE

The Contractor shall be responsible for correcting any violations by the Contractor or its subcontractor of applicable law that occur as a result of the Contractor's or any subcontractor's or lessor's actions or operations during the performance of this Contract. Corrections of any such violations shall be at no additional cost to the Contracting Entity.

The Contractor shall be further responsible for any damage to private or public property that results from its performance or that of its subcontractor for work pursuant to this contract. The Contractor shall repair damaged areas immediately after the damage occurs. The damaged area or item shall be restored to equal or better than its original condition. The Contractor shall supply the Contracting Entity with weekly reports identifying all damage claims that have been resolved and all claims that remain outstanding.

All work must be performed, and records must be maintained in compliance, as applicable, with FEMA law, regulations, guidance and policies, and Vermont law.

HOURS AND DAYS OF OPERATION

All Contractor activity associated with services provided shall be performed during visible daylight hours only, unless night work is authorized by the Contracting Entity (“Night Authorization”). Hours of work may be limited to the hours FEMA or any other oversight entity is available to provide monitoring or other services necessary for FEMA or other requirements to be met. This may limit weekday, weekend and holiday work hours.

The Contractor shall ensure that wherever non-English-speaking crews are utilized, at least one crew supervisor must be fluent in English.

CONTRACT ACTIVATION

The following contract activation process will be followed for both Federally Declared Disasters and State Declared Disasters.

Debris removal shall be limited to debris in, upon, or brought to public streets and roads, rights-of-way, the Contracting Entity’s properties and facilities, and any other public sites, unless expressly authorized in writing by the Contracting Entity. All activity associated with debris loading and transporting in public areas shall be performed during visible daylight hours only, unless night transporting (“Night Authorization”) is authorized by the Contracting Entity and/or VTDEC, VEM, and/or FEMA. The Contractor will be responsible for determining the method and manner of debris removal operations, consistent with this Scope of Work. The Contractor shall use only facilities, including TDSRSs that are certified by the VTDEC at the direction of the Contracting Entity. Final disposal sites must be approved by the Contracting Entity to ensure that the debris is disposed of at a site that is most cost- efficient to the Contracting Entity.

The Contractor will be responsible for the lawful recycling or disposal of all debris and debris reduction byproducts generated at all Facilities. The debris shall be managed in accordance with the Vermont Emergency Management Plan Annex 6, which focuses on safe cost- effective debris management while emphasizing waste reduction, recycling, composting, the use of select woody debris as fuel, and other diversions to limit the amount of debris sent to disposal facilities. The Contractor shall obtain a list of approved solid waste management facilities, including TDSRSs from the VTDEC prior to mobilization. If the Contractor determines that existing TDSRSs are insufficient to handle anticipated volumes of debris, the Contractor shall work with the Contracting Entity and VTDEC to identify alternate or additional TDSRSs. Any alternate or additional TDSRSs must be approved by VTDEC. If so tasked, the Contractor shall manage debris pickup and SWMF or TDSRS operations to coincide with transporting operations during daylight hours, 7 days per week or as defined in the Night Authorization or as authorized by the Contracting Entity. If so tasked, the Contractor shall also be responsible for the remediation and restoration of TDSRSs to their pre-use

condition as defined by FEMA and/or the Contracting Entity.

REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the Contracting Entity (and to the State Contract Manager, if requested) all reports, and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA and State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall be responsible for providing protecting storage of daily or disaster-related documents and reports during the disaster event and shall make them available to the State upon request.

MIXING OF DEBRIS

The Contractor shall not mix FEMA Eligible Debris and FEMA Ineligible Debris, or debris transported from different municipalities or counties in a Federally Declared Disaster unless authorized the Contracting Entity. In a State Designated Disaster, Contractors shall not mix debris from different municipalities, unless authorized by the Contracting Entity.

CURBSIDE SEGREGATION

Curbside segregation of debris and direct hauling to disposal or recycling facilities is preferred over staging debris at facilities. Typical segregation categories include municipal solid waste (MSW), construction and demolition debris, uncontaminated green waste (or vegetative waste), household hazardous waste, white goods, and electronics. Household garbage is not eligible for removal unless resulting from the disaster event (i.e., refrigerator or freezer waste placed curbside).

Immediately after activation, the Contractor shall prepare a plan for the Contracting Entity's approval detailing how it will communicate with residents to encourage the curbside source separation of debris so that materials can be directly transported to final disposal or recycling facilities without the need for staging at intermediate facilities.

To the extent possible, local waste haulers are expected to maintain their normal solid waste and recyclables collection schedules, and the Contractor shall not perform these normal collection and transportation services.

DEBRIS CLASSIFICATION

Curbside segregation of debris and disaster-generated or related wastes is an element of a Contracting Entity's disaster recovery debris monitoring plan. The Contractor will be required to aid in the segregation and waste stream management/monitoring processes, including the diversion from disposal of Landfill Banned Waste (see definition). Waste and debris from disasters will be classified into the following categories as applicable:

- a. Vegetative Waste

- b. Construction and Demolition (“C&D”) Waste
- c. Household Hazardous Waste (“HHW”)
- d. Municipal Solid Waste
- e. White Goods/Household Appliances)
- f. Scrap Metal
- g. Soil, Sediment, Silt and Sand; and
- h. Electronic Waste (E-Waste)

HAZARDOUS STUMPS

Monitoring of this debris type must comply with FEMA Recovery Policy.

Contracting Entity will use the FEMA Hazardous Stump Worksheet in a Federally Declared Disaster. In a State Declared Disaster the Contracting Entity will provide a detailed subtask including a description of the stumps to be removed, and the Contractor shall provide a lump sum cost estimate based upon the unit prices from appropriate lines of the Price Proposal, Attachment 13.g. A separate Task Order will then be issued by the Contracting Entity for each approved subtask.

Mechanical removal of stumps with less than 50% of the root ball exposed, or when still upright, may not be considered hazardous by FEMA and reimbursement for the cost of extraction may not be eligible. In this case, a Contracting Entity may choose to direct the Contractor to cut these stumps flush at ground level and dispose of the cut off portion as regular vegetative debris. A Contracting Entity, however, may still direct the Contractor to perform full extraction on any stump and accept loss of eligibility for reimbursement on that stump. In this situation the Contracting Entity and the Contractor shall identify and track the removal costs for those stumps separately from all other stumps where FEMA eligibility is not in question.

EQUIPMENT SIGNAGE

Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the name of the Contractor and, if leased, the name of the owner/operator of the equipment and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work.

DEBRIS LOAD TICKETS

Debris load tickets (see attachment E) shall be employed and completed in such a manner as to allow accurate accounting of weights and/or volumes, origin, and destination of debris. Quantification of debris and payment for debris managed will be based on weight or volume, as agreed upon by the Contracting Entity, and the distance hauled depending on where the debris is taken. Where pricing of

services provided pursuant to this Contract is a function of the distance that debris is transported from a SWMF or Vehicle and Vessel Aggregation Area, to a disposal site or recycling facility, the distance between the gate of the disposal facility or recycling facility to the location where the debris is unloaded at such facility shall be included in computing distance. Distance for purposes of this Contract shall be computed “as the crow flies”. Debris transported to a SWMF will require a validated debris load ticket. Drivers will be given load tickets at the loading site by an appointed loading site monitor. The quantity of debris transported will be quantified at the SWMF by an appointed debris monitor using either weight or volume (vegetative waste only). The weight or volume will be recorded on the debris load ticket. The appointed debris monitor will retain one copy of the debris load ticket and the driver will retain two copies of the debris load ticket.

Debris being transported to a final disposal facility will be paid based on weight or volume and the distance transported recorded on an approved debris load ticket. Sample Debris Load Ticket (note – alternative forms of debris load tickets may be utilized if agreed to between the Contractor and Contracting Entity and approved by the SDMC). Payment will be made against the Contractor’s invoice once site monitor and Contractor debris load tickets and/or scale tickets match. The debris load ticket is the primary record for the monitoring and measuring of debris removal operations.

The Contractor shall provide a truck certification list to the Contracting Entity and/or appointed site monitor to identify each truck and its hauling capacity. The standard list of requirements shall include: size of hauling bed in cubic yards; license plate number; Waste Transportation Permit number, or a number assigned by the Contractor in coordination with the Contracting Entity.

In addition to the types of information commonly required on debris load tickets, attention shall be paid to ensure that substitute debris load tickets contain the following special applicable provisions required for reimbursement processing:

- a. Debris load tickets delivered by the Contractor must be sequentially numbered with no duplication of numbers;
- b. Specific description of loading site location including street address;
- c. Identification of first, and all subsequent, debris collection passes along every road;
- d. Identification of time that truck departs loading site and time of arrival at a transfer, disposal or recycling facility;
- e. Identification of hand-loaded versus mechanically loaded vehicles;
- f. Identification of haul distance from loading site to transfer, recycling or disposal facility in straight-line miles;
- g. Identification of actual haul distance from transfer, recycling or disposal facility, on route approved by Contracting Entity; and
- h. All entries will be printed legibly and all blank spaces will be filled in.

UNIT OF MEASUREMENT

The most typical unit measurement for vegetative debris is the cubic yard. Debris trucks and containers will be evaluated for capacity at the transfer facility or final disposal facility by an appointed site monitor. The Contractor shall ensure that appropriate equipment is used to load debris

efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris. The Contractor shall ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted, debris is fluffed and not compacted). All other wastes shall be measured in tons on certified scales operated by licensed weigh masters. Certified scales utilized shall be consistent with appropriate standards, be certified by the Vermont agency of Agriculture, Food, and Markets, Division of Weights and Measures and operated by appropriately certified operators to utilize such scales.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

GENERAL REQUIREMENTS

The Contractor shall use only certified solid waste management facilities, including Temporary Debris Storage and Reduction Sites (TDSRSs) for the storage, segregation, recycling, or disposal of debris. VTDEC approval is required for a solid waste management facility to function as a TDSRS. VTDEC certification requirements must be met to ensure proper site operations and compliance, which may be a condition for reimbursement by FEMA. Where solid waste management facilities are not properly operated, the VTDEC certification may be revoked. Where site restoration is not completed properly or environmental releases occur, post-closure care may be mandated.

The Contracting Entity shall have the right to direct the Contractor to direct haul instead of utilizing transfer stations or TDSRSs

RECYCLING PROGRAMS

The Contractor shall monitor recycled materials in Construction and Demolition debris through material salvage, and recycling of clean, vegetative debris by mulching, composting or other recycling or beneficial use consistent with applicable law.

Contractor Personnel and Duties

The Monitoring Contractor is to provide a sufficient number of qualified personnel to assist the State or other contracting entity with the monitoring, documenting and reporting requirements of the disaster debris removal services that will be performed by the State's Debris Management Contractor, retained under a separate Debris Management contract. Procurement of these monitoring services is intended to ensure compliance with applicable environmental and safety laws, regulations, policies and procedures, and to maximize the potential for federal reimbursement under FEMA Public Assistance (PA) Programs, if applicable.

The Monitoring Contractor is to provide with their submission an organizational chart and a detailed staffing pattern listing the titles, duties and responsibilities of each member of the project team. This staffing pattern is to be scalable and flexible based upon the scale of the emergency.

The Monitoring Contractor is to provide information on the key personnel who will be engaged in providing services under this contract. Please limit the list to personnel who will be directly supervising your company's services during the event and defined as the Project Team.

The Monitoring Contractor shall be responsible for providing and distributing all goods and services required to sustain its staff and subcontractors, (e.g. food, water, and shelter) and all materials and equipment to support monitoring tasks.

The Monitoring Contractor is responsible for the health and safety of their workforce. The Monitoring Contractor shall comply with all applicable health and safety codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury, or loss. The Monitoring Contractor shall investigate and report on accidents involving contractor personnel engaged in disaster debris activities. Investigations and reports shall be completed by the immediate supervisor of the employee(s) involved and reported to the appropriate authorities. The Monitoring Contractor shall maintain appropriate certification training records and upon request, make these available to the Contracting Entity or its designated Agent.

Initial Post Disaster Response Activities:

When a major disaster occurs or is imminent, the State will contact the Contractor and advise them of the State's intent to activate the contract. Unless otherwise noted, all of the duties in this contract only apply upon activation of the contract by the State or other contracting entity.

- The Contractor will begin coordination with the State and contracting entity immediately following notification.
- Contractor staff experienced in the response phase of a disaster will immediately mobilize.
- When additional debris monitoring is needed to meet FEMA monitoring requirements, the Contractor shall be prepared to increase the number of monitors and other staff for the contracting entity to use as needed.
- Upon completion of assigned tasks, the Contractor shall be responsible for closing out all related operations, including but not limited to, records and documents to support the contracting entity's requests for reimbursement for disaster-related expenses.

The Contractor shall prepare key equipment for potential mobilization in support of the Contracting Entity. The contractor will also contact key vendors (e.g. construction trailer vendors, etc.) to expedite provision of field equipment that will be required for an extended debris monitoring assignment.

The Contractor shall, upon request, assist the Contracting Entity in estimating quantities of debris generated following a disaster. Volume of debris is to be calculated in cubic yards, tons, or other measures as required by the State.

When requested, the contractor may assist the contracting entity in the identification and documentation of specific disaster debris damage that may be eligible for FEMA PA cost recovery, (e.g. identifying & documenting tree damage and hazards - hangers, leaners, stumps), in accordance with the defined eligibility criteria set forth by FEMA.

Project Management and Coordination:

Project Management: The Contractor shall provide a sufficient number of qualified personnel to

conduct monitoring operations that are appropriate to match the scale of the emergency. State agencies and/or municipalities may be the contracting entities, and it is the responsibility of the Contractor to coordinate all monitoring activities among all entities. The Contractor shall assign a Project Manager for each Contracting Entity that is the single point of contact.

Work Scheduling: The selected contractor shall work with the Contracting Entity's designated debris manager to schedule work for each day. The Monitoring Contractor will assist the Contracting Entity in identifying and addressing critical damage areas and areas that require immediate attention.

Daily Meetings: The Monitoring Contractor shall attend daily meeting(s) between the Contracting Entity, the Monitoring Contractor and the Debris Management Contractor to establish priorities, coordinate debris monitoring and debris removal work, review progress and solve potential problems.

Field Monitoring Operations:

- a. The Monitoring Contractor shall be responsible for the following tasks and activities:
- b. Ensuring that an appropriate number of field monitors, as determined by the Contracting Entity's Debris Manager, are assigned to specific work areas each day.
- c. Ensuring that only eligible debris from approved public property and rights-of-way is collected for loading and hauling.
- d. Ensuring that curbside debris is kept separate during transport to Debris Management Sites. Ensuring that hazardous wastes are not mixed in loads. Ensuring that specified categories of debris are properly collected and segregated by category.
- e. Accurately measure and certify truck tare weights and capacities. Ensure that trucks are not artificially loaded (e.g.: debris wetted, debris fluffed or not compacted). Ensuring each work area is properly cleared prior to moving equipment to a new loading area
- f. Documenting and reporting damage that has or may occur to utility components, driveways, road surfaces, public and private property, vehicles, etc.
- g. Updating a master map daily to show road areas cleared of debris.
- h. Verifying the proper loading and compaction of debris into the Debris Management Contractor's certified container(s).
- i. Providing written daily reports to the Contracting Entity's Operations Manager on the progress of debris removal operations. Accurately completing and physically controlling all load tickets.
- j. Reporting issues to the Contracting Entity which require action (such as safety concerns, contractor non-compliance and equipment use). Reporting if

general public safety standards are not followed.

TDSRS Monitoring and Support:

- a. Ensuring that an appropriate number of monitors are assigned to each TDSRS.
- b. Properly and accurately completing and physically controlling load tickets (in the field and at designated facilities).
- c. Ensuring that all debris collected is properly segregated and managed at the TDSRS.

- d. Certifying individual truck load fullness and recording the information on corresponding load tickets.

- e. Documenting and recording measurements and computations used to translate load certifications into cubic yards, tonnage, or other approved measures.

- f. Taking photographs of individual loads as necessary, or as directed by the Contracting Entity.

- g. Communicating with truck drivers and Debris Management Contractor staff on potential safety issues.

- h. Verifying that contractor equipment is empty prior to leaving the TDSRS. Ensuring that all debris is removed from trucks at designated facilities.
- i. Collecting, organizing and providing documentation of all load tickets. Ensuring that trucks are accurately credited for their loads.

- j. At the request of the Contracting Entity, the Monitoring Contractor will assist with any other TDSRS services that may be required, including traffic support and site security.

Truck Certification:

Monitoring Contractor will be responsible for the development of a truck certification process conforming to FEMA. Standard requirements include but are not limited to the certification of:

- a. Type of vehicle, make and model.
- b. License Plate Number and US DOT trucking number.
- c. Truck Identification Number assigned.
- d. Short physical description of the truck. Report if improper equipment is mobilized and used.
- e. Measured maximum volume, in cubic yards and/or tons of the load bed of each piece of equipment utilized to haul debris.
- f. Monitors must be trained to measure truck capacities for certification purposes.

Data Management, Reporting and Documentation:

Reporting System: The Monitoring Contractor shall establish data management and reporting systems that will provide the contracting entity with detailed daily and cumulative statistics on the status of debris management by location.

Data Management: The Monitoring Contractor is responsible for entering and analyzing load ticket data resulting from the debris monitoring process, reconciling load tickets and making recommendations for approving invoices from debris removal contractors.

GIS Capability: The Contractor shall have and use GIS capability to track locations and transportation routes of generated debris and assist in prioritizing debris removal and disposal activities.

Documentation: The Contractor shall submit to the Contracting Entity all data, reports, documents, photographs and videos as may be necessary to adequately verify the location and volume of disaster debris removed by cubic yards and/or tonnage. The Monitoring Contractor shall also provide documentation to substantiate all services provided to the contracting entity(s) under terms of this contract. Documentation shall be submitted in accordance with federal, state or local requirements. The Monitoring Contractor shall retain records, documents, and communications of any kind (including electronic, disk or print form) that relate in any manner to the contract awarded as a result of this RFR and its performance. The Monitoring Contractor will maintain records of all staff and their locations which shall be maintained and kept in their original form for a period of seven years after completion of the project and shall be made available to the Contracting Entity upon request. Arrangements will be made between the Monitoring Contractor and the Contracting Entity for records retention beyond that time period.

Sub-Contractor Reporting Requirements: The Monitoring Contractor shall be responsible for providing sub-contractors with instructions and the elements of the documentation process necessary for them to fully comply with established reporting procedures, e.g. issuing load tickets and instructions for their completion. Documentation and reporting requirements specified within this RFR are also applicable to all sub-contractors.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State of Vermont Emergency Management.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

POSITION	HOURLY RATE [1] [2] [3]	ESTIMATED HOURS FACTOR	TOTAL
Project Manager	\$ 55.00	10	\$ 550.00
Field Manager/Supervisor	\$ 41.00	100	\$ 4,100.00
Field Monitor	\$ 28.00	500	\$ 14,000.00
Debris Management Site Monitor	\$ 28.00	100	\$ 2,800.00
Data Manager	\$ 45.00	10	\$ 450.00
Data Support	\$ 0.00	50	\$ 0.00
Health and Safety Manager	\$ 55.00	5	\$ 275.00
Billing/Invoice Analyst	\$ 35.00	3	\$ 105.00
GIS Specialist	\$ 75.00	1	\$ 75.00

- Overtime will be billed at the Hourly Rate times 1.5 for the following positions: Field Manager/Supervisor, Field Monitor, Debris Management Site Monitor, Data Manager, Health and Safety Manager, and Billing/Invoice Analyst. Overtime is not included in the rates above.

- An Automated Debris Management System (ADMS) charge of \$2.75 per hour applies to the following positions: Field Monitor, Debris Management Site Monitor, and Data Manager (positions that require the use of an ADMS handheld device and hip printer).
- The hourly rates shall remain firm for the initial term of the agreement. Hourly rates for any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

Attachment D: Federal Terms Supplement**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)****for all Contracts and Purchases of Products and Services Using Federal Funds**

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.