

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting on behalf of the Department of Public Safety (the "State") and Ceres Environmental Services, Inc, with a principal place of business in Sarasota, FL (the "Contractor") that the contract between them originally dated as of January 1, 2023, Contract # 45120, 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

CERES ENVIRONMENTAL SERVICES, INC

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

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, Office of Purchasing and Contracting on behalf of the Department of Public Safety (the "State") and Ceres Environmental Services, Inc, with a principal place of business in Sarasota, FL (the "Contractor") that the contract between them originally dated as of January 1, 2023, Contract # 45120, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Section 1.5 of Attachment A is amended by the addition of the following requirements:

1.5.41. Contractor shall remove debris from waterways (i.e., rivers, streams, canals, bayous, lakes, bays, ditches, etc.) in emergency and non-emergency projects and must follow the requirements set forth in required permits and guidance from the local, State, or federal funding agency. Debris may be removed either through land-based methods or marine-based operations and may consist of vegetation, C&D, white goods, e-waste, vehicles, vessels, and other eligible debris types. The State intends to seek reimbursement from FEMA's Public Assistance Program and/or funding from NRCS' Emergency Watershed Protection Program.

Assessment of Impacted Waterways

The State and Contractor shall assess the impacted waterways together to determine the type of waterway, impact locations, estimated quantity of debris, method for removal, potential points of access, and debris staging or disposal locations. When authorized by the State, Ceres Contractor shall compile all data into an assessment report and provide it to the State for review and submittal either to FEMA for waiver approval to the Public Assistance Program or to NRCS for funding through the NRCS Emergency Watershed Protection Program.

Land-based Waterway Debris Removal

Contractor shall remove debris from designated waterways while working from the bank of the waterway (land-based). Land-based methods may include long-reach excavators, skidders, skid steers, laborers and other equipment pieces and personnel to remove debris from the waterways to a localized staging area. Once staged at the localized staging area, haul trucks shall load and haul waterway debris to either a temporary debris management site or lawfully final disposal location.

Marine-based Waterway Debris Removal

Contractor shall remove debris from designated waterways while working on the water (marine-based). Marine-based methods may include barges with excavator, spud barge, fast-picker barge and other equipment pieces and personnel to remove debris while on the water to a localized staging area. Once staged at the localized staging area, haul trucks shall load and haul waterway debris to either a temporary debris management site or lawfully final disposal location.

Points of Access (POA)

The State, or local government, is responsible for identifying and securing various points of access (POA) to remove debris from the impacted waterways through Right-of-Entry Agreements. Contractor shall support the State, or local government, to determine the most suitable POAs for efficient waterway debris removal operations. During waterway debris removal operations, Contractor is responsible for general maintenance and upkeep while utilizing the site and, upon completion, shall restore the POA in accordance with the ROE Agreement.

FEMA Public Assistance Program – Reimbursement Program

Overview

FEMA's Public Assistance Program and Policy Guide highlights the eligibility requirements for waterway debris removal. The State prefers the use of Public Assistance dollars because of the immediacy of the work performance (oftentimes shortly after the disaster) and the larger cost share associated with project costs (75% federal cost share normally). However, the State, or local government, must have strong documentation to demonstrate the need for waterway debris removal funded under the Public Assistance Program (FEMA does not pay for assessment after an event, only verification). For the State of Vermont as the example, the State should pull the 5-year floodplain maps and review the debris quantities along streams and rivers within that 5-year floodplain shortly after any event. Given all this, the State must demonstrate how the debris could cause a threat to "improved public or private property during the occurrence of a 5-year flood." In its most basic terms, the 5-year floodplain maps set the Contractor's boundaries for any assessment and debris project.

FEMA Public Assistance Program and Policy Guide, Excerpt from Page 103-105

Debris removal from waterways that is necessary to eliminate the immediate threat to life, public health and safety, or improved property is eligible. Removal of debris in a waterway that does not meet this criterion is ineligible, even if the debris is deposited by the incident.

The EPA and U.S. Coast Guard (USCG) have the specific authority to remove hazardous materials, as described in the previous section. EPA is responsible for removing such material from inland water zones and USCG is responsible for coastal water zones. Debris removal from waterways usually requires coordination with the U.S. Army Corps of Engineers (USACE) for the use of a Nationwide permit and with the National Marine Fishery Service (NMFS) and U.S. Fish and Wildlife Service (USFWS) to ensure compliance with Section 7 of the Endangered Species Act (ESA).

1. Navigable Waterways

If the Applicant has legal responsibility for maintenance of a navigable waterway, removal and disposal of debris that obstructs the passage of vessels is eligible to a maximum depth of 2 feet below the low-tide draft of the largest vessel that utilized the waterway prior to the incident. Any debris below this zone is ineligible unless it is necessary to remove debris extending upward into an eligible zone.

If a tree is still rooted to an embankment and is floating or submerged, the cost to cut the tree at the water's edge is eligible.

Debris removal from federally maintained navigable waterways is ineligible. USCG and the USACE have specific authorities for removal of hazardous substances, vessels, and other obstructions from federally maintained navigable waterways.

2. Non-navigable Waterways, Including Flood Control Works and Natural Waterways

Debris deposited by the incident may obstruct a natural waterway (that is, a waterway that is not improved or maintained) or a constructed channel, including flood control works. In these cases, removal of the debris from the channel is eligible if the debris poses an immediate threat, such as when the debris:

- Obstructs, or could obstruct, intake structures.
- Could cause damage to structures, such as bridges and culverts; or
- Is causing, or could cause, flooding to improved public or private property during the occurrence of a 5-year flood.

Removal of the obstruction is eligible in **streams** where debris removal might also be eligible under the NRCS Emergency Watershed Protection Program (EWP)219 unless NRCS provides assistance for the debris removal. However, FEMA, the Recipient, and the Applicant need to coordinate with NRCS first to ensure that any work performed does not jeopardize other assistance that may be eligible under the EWP.

Debris removal from **flood control works** that are under the specific authority of NRCS is ineligible for PA funding, even if NRCS does not have sufficient funding or does not provide assistance. Flood control works under the specific authority of NRCS are those that are part of the WFPO Program under PL 83-566.220.

For flood control works that are eligible for the USACE Rehabilitation and Inspection Program (RIP),221 debris removal is eligible for PA funding. USACE does not reimburse Applicants for debris removal but conducts this activity directly when necessary.

3. Identifying Debris Impact Locations

The Applicant is responsible for identifying debris deposited by the incident that poses an immediate threat. Random surveys to look for debris, including surveys performed using side scan sonar, are ineligible. However, if the Applicant identifies an area of debris impacts and demonstrates the need for a survey to identify specific immediate threat, FEMA may provide PA funding for the survey in that location, including the use of side scan sonar.

NRCS Emergency Watershed Protection Program

The EWP Program is a recovery effort aimed at relieving imminent hazards to life and property caused by floods, fires, windstorms, and other natural occurrences. All projects

undertaken, except for the purchase of floodplain easements, must have a project sponsor. NRCS may bear up to 75 percent of the construction cost of emergency measures (90 percent within limited-resource areas as identified by the U.S. Census data). The remaining costs must come from local sources and can be in the form of cash or in-kind services. Funding for the program is provided through congressional appropriations.

Types of Work Authorized

EWP is designed for installation of recovery measures to safeguard lives and property because of a natural disaster. Threats that the EWP Program addresses are termed watershed impairments. These include, but are not limited to:

- debris-clogged stream channels,
- undermined and unstable streambanks,
- jeopardized water control structures and public infrastructures,
- wind-borne debris removal, and
- damaged upland sites stripped of protective vegetation by fire or drought.

The program can include purchasing floodplain easements. These easements restore, protect, maintain, and enhance the functions and values of the floodplain, including associated wetlands and riparian areas. They also conserve natural values including fish and wildlife habitat, water quality, flood water retention and ground water recharge, as well as safeguard lives and property from floods, drought, and the results of erosion.

EWP work is not limited to any one set of prescribed measures. NRCS completes a Damage Survey Report which provides a case-by-case investigation of the work necessary to repair or protect a site. NRCS will only provide funding for work that is necessary to reduce applicable threats. Should sponsors want to increase the level of protection, the sponsor will be responsible for paying 100 percent of the costs of the upgrade and additional work.

II. **Exhibit A: Price Schedule:** The Price Schedule is amended as follows:

Lines 1 and 2 of Exhibit A: Price Schedule are amended by the addition of the following requirements:

Line-Item No.	Description	UOM	Price
1A	Land-based Debris Removal	Cubic Yard	\$44.55
1B		Linear Foot	\$28.75
2A	Marine-based Debris Removal	Cubic Yard	\$115.90
2B		Linear Foot	\$41.20

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>

This document consists of 6 pages. Except as modified by this Amendment No. 2, 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

CERES ENVIRONMENTAL SERVICES, INC

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Commissioner - Buildings and
General Services

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, Office of Purchasing and Contracting (the "State") and Ceres Environmental Services, Inc, with a principal place of business in Sarasota, FL (the "Contractor") that the contract between them originally dated as of January 1, 2023, Contract # 45120, 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 \$750,000.00 to \$3,500,000.00, representing an increase of \$2,750,000.00.

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.

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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 amendment, 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

Ceres Environmental Services, 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

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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, Office of Purchasing and Contracting (hereinafter called “State”), and Ceres Environmental Services, Inc, with a principal place of business in Sarasota, FL, (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 Land Debris Removal for Disaster for the State of Vermont on an as needed basis. 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 \$750,000.00.

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 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: Tia Laurie

Phone: (800) 218-4424

Email: tia.laurie@ceresenv.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 48 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)”

Exhibit A- Price Schedule

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

(3) Attachment C (Standard Contract Provisions for Contracts and Grants)

(4) Attachment A

(5) Attachment B

(6) Exhibit A (Price Schedule)

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: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

This contract is intended to be utilized in the event of:

- 1) a Federally Declared Disaster, during which the Contractor shall comply with FEMA requirements, policies, recordkeeping standards, or
- 2) a State Declared Disaster, during which the Contractor need not comply with FEMA requirements, policies, and protocols but must comply with applicable law and the requirements of any executed contract(s).

The State makes no guarantee of usage under any contract resulting from this RFP. No guarantee of minimum number of staff or hours is implied or expressed, and payment for services shall only be made for actual work performed as directed by the Contracting Entity. The bidder should also be aware that FEMA, and/or the Contracting Entity, may not approve the contractor to work overtime or on weekends. It is the contractor's responsibility to know and act according to FEMA guidelines, standards, and requirements such that activities performed under this contract during a Federally Declared Disaster shall be reimbursable to the fullest extent possible. Actions performed under this contract that do not include eligible debris and are not authorized by the Contracting Entity will subject the Contractor to non-payment in each instance at the sole discretion of the Contracting Entity. Prospective Contracting Entities are under no obligation to utilize this contract upon award. In the event that this contract needs to be activated, the process identified herein under Section 1.4.6 Contract Activation will be followed.

1. BACKGROUND

In the event of a Federally Declared Disaster, Contractor shall comply with all FEMA procedures and documentation requirements including FEMA reimbursement and funding requirements whether specifically identified herein or not. This contract is not limited to Federally Declared Disasters, but may also be utilized during State Declared Disasters.

1.2 EXPERIENCE WITH FEMA REIMBURSEMENT PROGRAMS AND FUNDING ISSUES

In a Federally Declared Disaster, the State and Contracting Entities intend to seek to qualify for any appropriate FEMA Pilot Program(s) or other incentives or beneficial programs so offered and expect the Contractor to operate in a manner informed of and in compliance with any such program to the benefit of the Contracting Entity.

During a Federally Declared Disaster debris effort, an effective coordinated operation under a unified command will be required between the Contractor, the Contracting Entities, and FEMA to ensure that debris removal operations are efficient, effective, and comply with eligibility criteria in effect at the time of the declared event.

During a State Declared Disaster debris effort, an effective coordinated operation under a unified command will be required between the Contractor, the Contracting Entities, and the State of Vermont to

ensure that debris removal operations are efficient, effective, and comply with eligibility criteria in effect at the time of the declared event.

1.3 DEFINITIONS:

1.3.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

May – Denotes that which is permissible, not mandatory.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – State of Vermont.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

1.3.2 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 night time 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.

1.3.3 ACRONYMS

ACM – Asbestos Containing Materials

BGS – (Vermont) Department of Buildings & General Services

C&D – Construction and Demolition

CFC – Chlorofluorocarbon liquid

DEMHS – (Vermont) Department of Emergency Management and Homeland Security

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

1.4 SCOPE OF WORK:

1.4.1 LAND DEBRIS REMOVAL

Planning for debris removal and management 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 will assign a Debris Manager.

This Contract is intended 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 management 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 removal and/or management contract will serve as a General Contractor for the purpose of debris removal and management 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 (Attachment 13.a).

Transport of Heavy Equipment

The Contractor shall be knowledgeable of the rules and regulations governing the transport of heavy equipment and oversized loads within Vermont and across state boundaries. An Automated Debris

Management System (ADMS) for managing the weight ticketing and accounting process may be utilized. The Contracting Entity reserves the option of allowing or disallowing the use of any ADMS as a substitute for the paper ticketing process.

Compliance with Solid Waste Management District ordinances or surcharges

The Contractor and any subcontractors must 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 management of debris. Waste Transportation Permit forms and guidance, including Personal History and Business Disclosure forms are available on the VTDEC website:

<http://www.anr.state.vt.us/dec/wastediv/solid/transport.htm>

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 effected 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 CFR 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.

1.4.2 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. The actual effort required may be more or less than the estimated amount shown in the Price Proposal Attachment 13.g.

1.4.3 DEBRIS ELIGIBILITY DETERMINATION

This RFP applies to 1) the management 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.

1.4.4 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.

1.4.5 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.

1.4.6 CONTRACT ACTIVATION

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

When a disaster occurs or is imminent, the SDMC will initially send out an Alert to the selected Contractor(s). This Alert will serve to open the lines of communication between the Contractor and the State Contract Manager and may require the Contractor to send an Operations Manager to the State within 24 hours to begin planning for operations and mobilization, as well as pre-staging of resources as required. Subsequently, the SDMC will notify the Contractor of which Contracting Entities are authorized to issue further Task Orders to the Contractor. If necessary due to time limitations, this initial Alert step may be waived at the State's discretion and the SDMC will issue an initial Task Order. The Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. Upon activation the Contractor shall submit a mobilization/implementation plan to the Contracting Entity. This initial Task Order will also direct the Contractor to execute the required performance and payment bonds.

Specific work authorizations by the Contracting Entities will be through written Task Orders. Task Orders will define, among other relevant items, the job to be accomplished, location of job, time frame for completion, and rates to be used. (Sample Task Order Form: Attachment 6.4). The Contractor may ask the Contracting Entity to sign an agreement. The Contracting Entities may negotiate the form of the agreement as long as it incorporates all Contract documents including but not limited to this RFP, the price sheet, the State's Standard Terms and Conditions and the Task Order.

The initial Task Order from the SDMC should be received by the Contractor and identified Contracting Entities within the first 24 hours following a disaster event that will trigger this Contract. Additional Task Orders will be issued by those Contracting Entities indicated in the State's order for the debris removal and management within the State. Contractor invoices for services performed under any Task Order issued by a Contracting Entity shall be presented for payment to that entity.

The Contractor shall provide a Municipal Operations Manager (MOM) for each Contracting Entity that initiates a Task Order for services. This MOM shall coordinate all activities of the Contractor within the boundaries of the Contracting Entity and with the Contracting Entity's staff. The MOM must be on site within the boundaries of the Contracting Entity before any debris is removed.

The Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 24 hours—25%; 60 hours—50%; 96 hours—75%; and 120 hours—100%, unless otherwise negotiated. This represents a minimum response schedule and does not

restrict an earlier response. Subsequently, the State and/or Contracting Entities may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work the Contractor shall perform in accordance with each Task Order for those cities, counties, towns and state agencies authorized by the State. Each Task Order will be uniquely and sequentially numbered by each Contracting Entity.

Debris removal shall be limited to debris in, upon, or brought to public streets and roads, right-of-ways, 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, VT DEMHS, 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 shall 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.

1.4.7 OPERATIONS MANAGEMENT

The Contractor shall assign and provide a Project Manager ("PM") to report to the SDMC for all contract coordination issues and to report to the Contracting Entity's Debris Manager for coordination of all Contractor activities under Task Orders issued by that entity. The assigned PM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the Contractor. The PM shall be on call 24 hours per day, seven days per week, and shall have electronic linkage capability for transmitting and receiving relevant contractual information and making arrangement for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The PM shall participate in daily meetings and disaster exercises, functioning as a source to provide essential information. This position will not require constant presence; rather the PM shall be physically capable of responding to the SDMC, and to any assigned Debris Manager, within two

hours of notification. The PM shall provide the SDMC and/or Contracting Entity with a daily report using the format below, regarding each Contracting Entity for which the Contractor is performing work. This report shall include without limitation:

- a. Date that debris removal commenced;
- b. Volume or tons of debris removed in the prior 24-hour period;
- c. Volume or tons of debris removed on a cumulative basis to date of the report; and
- d. For the prior 24-hour period and on a cumulative basis, tons or cubic yards of debris:
 1. Transported to a solid waste management facility; or
 2. Transported from one solid waste management facility to another for further processing, recycling or disposal and the name(s) of such facilities; and
- e. Types and numbers of equipment operating;
- f. Estimated completion date of debris removal, including cessation of use of any Contractor-operated TDSRSs; and
- g. Other information or data as requested by the SCM or Contracting entity.

1.4.8 MUNICIPAL OPERATIONS MANAGER (“MOM”)

In each Municipality of the State where the Contractor is performing work pursuant to this Contract, 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 that are performing work in the Municipality. The MOM shall supervise all of Contractor’s operations at the municipal level. Depending on the magnitude and complexity of the debris removal and management operations, the State may permit a MOM to supervise Contractor operations in more than one municipality. The Contractor shall seek approval from the State Debris Management Coordinator (SDMC), and all affected municipalities before implementing this practice. The MOM shall be on call 24 hours per day, seven days per week and shall report to the SDMC as necessary to keep the State informed of the debris remove and management operations. While this position will not require constant presence, the MOM will be required to work a full workday, typically more than eight hours per day, and be on call and capable of responding to the VT DEMHS, VTDEC, or other State agencies as appropriate or necessary within 30 minutes of notification.

1.4.9 WORKER SAFETY

The Contractor shall supervise and direct all work related to debris collection, transportation, and delivery to TDSRS(s), ensuring skilled and trained labor and proper equipment are assigned for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor shall

designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor, and its subcontractor(s) and/or personnel, shall comply with all applicable Federal, State, and local safety and health protection codes, laws, ordinances, and rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

The Contractor shall comply with the Vermont Occupational Safety and Health Act (“VOSHA”) and all of the rules and regulations promulgated there under.

The Contractor shall notify in writing owners of adjacent property and of underground structures and improvements and utility owners when implementation of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the Contracting Entity has occurred.

Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported promptly to the appropriate Federal, State, and local authorities, including the Contracting Entity and SDMC. All data reported must be complete, timely and accurate. A follow-up report shall be submitted to the appropriate Federal, State, and local authorities, including the Contracting Entity and SDMC when the estimated lost time days differs from the actual lost time days.

1.4.10 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract.

The Contractor must be duly licensed to perform all work in accordance with the statutory requirements of Vermont. The Contractor shall be responsible for determining what permits, licenses and/or approvals are necessary to perform the contract. The Contractor shall obtain all permits, licenses and/or approvals necessary to complete the work and shall make these available to the State and Contracting Entity prior to commencing work.

The necessary permits shall include a Waste Transportation Permit as defined in Section 3.5. The contractor must obtain the permit upon execution of the contract, and shall retain such permit for the duration of the contract. A single vehicle Waste Transportation Permit will be required initially, and if the contract is activated, the permit shall be modified to include additional vehicles used for managing the debris.

Any stationary equipment operated in the performance of this work shall be located at a site to minimize air quality impacts on the surrounding community (e.g., diesel emissions, odor).

The Contractor shall be responsible for correcting conditions subject of any notices of violations or

other enforcement action issued as a result of the Contractor or subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the State and/or municipalities.

1.4.11 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.

1.5 DEBRIS REMOVAL, RECYCLING AND DISPOSAL:

1.5.1 GENERAL REQUIREMENTS

The work shall consist of clearing and removing disaster generated debris as directed by the Contracting Entity. The Contracting Entities will prescribe the specific schedule to be used for debris pickup after ascertaining the scope and nature of the disaster's impacts. SWMFs, including TDSRSs, will be identified for the temporary storage, segregation, and reduction of debris. The necessary VTDEC approvals for all SWMFs must be obtained prior to use.

The Contractor may be tasked with operating or co-operating TDSRSs or other SWMFs, at the request of the contracting entity, or may be tasked only with debris collection and hauling to a SWMF.

The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract. All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs. During the course of this contract, and once operations have commenced, the Contractor shall not relocate any equipment or labor assets, including subcontractors, from one Contracting Entity to another without giving 24 hours advanced notice of the intended relocation to all affected parties. In addition to this requirement for advanced notice, the Contractor shall complete all debris clearing, loading and hauling operations that have been started on any particular pass through the area of a Contracting Entity.. The debris, once loaded and removed from the public right-of-way or other public property, shall remain the property of the Contracting Entity, unless otherwise negotiated by the Contractor. Any revenue generated from the sale, recycling or disposal of disaster-generated debris shall accrue to the Contracting Entity.

Work may include, but need not be limited to:

- a. Operating or assisting with operation at facilities, including TDSRSs, as required and directed by the Contracting Entity, at locations approved by VTDEC;
- b. Loading and transporting debris from public rights-of-way and public property to authorized disposal or recycling facilities;
- d. Performing debris by-product recycling programs, as negotiated and approved by the Contracting Entity;
- e. Transporting non-recycled debris and debris reduction by-products to a certified disposal or recycling facility; and
- f. Providing traffic control during debris loading operations on public rights-of-way.

Trucks or equipment designated for use under this Contract shall not be used for any other work and the Contractor shall not solicit work from private citizens or others within the jurisdiction of the Contracting Entity to be performed during the period of this Contract.

1.5.2 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.

1.5.3 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 subsequent to 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.

1.5.4 DEBRIS CLASSIFICATION

Curbside segregation of debris and disaster-generated or related wastes is an element of a Contracting Entity's disaster recovery debris removal and management plan. The Contractor will be required to aid in the segregation and waste stream management 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)

1.5.5 VEGETATIVE WASTE

The Contractor shall recycle whole trees, tree stumps, tree branches, tree trunks, and other brush and leafy material that has already been separated or required no separation and has been placed on the right-of-way for collection. Disposal or burning of vegetative waste is prohibited unless expressly authorized by the SDMC in very limited circumstances.

1.5.6 CHIP AND LEAVE MATERIAL ON SITE

A per ton rate identified in the Price Proposal Form Exhibit A is associated with collection and transportation of vegetative debris from a public right-of-way to an approved recycling facility. An alternative is that the Contractor may be directed by the Contracting Entity to chip this material and leave it on-site where feasible. If required to be chipped on site, the price shall be as identified in the Price Proposal as 'chipping vegetative debris and leaving on site' per cubic yard.

1.5.7 REMOVAL OF HAZARDOUS LIMBS

The Contractor shall remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the Contracting Entity. Management of hazardous limbs shall be conducted consistent with FEMA guidance:

http://demhs.vcms.vt.dev.cdc.nicusa.com/sites/demhs/files/pdfs/plans/state/Support-Annex-6_Debris-Management.pdf or most recent version.

1.5.8 HAZARDOUS LIMBS PRICING

The Contracting Entity will provide a detailed subtask including a description of the trees or limbs to be removed and the Contractor shall provide a lump sum cost estimate based upon appropriate unit prices from the Price Proposal. A separate Task Order will then be issued by the Contracting Entity for each approved subtask.

1.5.9 REMOVAL OF HAZARDOUS LIMBS (HANGERS) FROM RIGHTS OF WAY

Contractor shall remove limbs greater than 2" in diameter at the point of breakage that are still hanging in a tree and threatening a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, consistent with FEMA eligibility (if a FEMA event) or consistent with appropriate Task Orders, etc.) and which are located on or hanging above improved public property.

All hazardous limbs in a tree should be cut at the closest main branch junction at the same time the work is being conducted in that sector.

1.5.10 REMOVAL OF HAZARDOUS TREES (STANDING LEANERS)

The Contracting Entity or its designated agent (i.e., municipal tree wardens) will be responsible for evaluating trees and designate trees as hazardous or nonhazardous. Actions shall be performed consistent with FEMA policy: http://demhs.vcms.vt.dev.cdc.nicusa.com/sites/demhs/files/pdfs/plans/state/Support-Annex-6_Debris-Management.pdf or most recent version.

Hazardous trees shall be marked by the Contractor and removed by the Contractor or the Contracting Entity if:

- a. Its condition was caused by the disaster;
- b. It is an immediate threat to lives, human health and safety or improved property;
- c. It is 6 inches or more in diameter when measured at breast height;
- d. One or more of the following are met;
 1. More than 50% of the crown is damaged or destroyed;
 2. It has a split trunk or broken branches that expose the Heartwood
 3. It is fallen or uprooted within a public area, or is leaning at an angle of greater than 30 degrees.

Trees determined to be hazardous that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree shall be included with vegetative debris for collection by the

Contractor. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level as one unit cost. Trees may be straightened or braced if less costly than removal. Contractor shall bring debris to the nearest designated recycling facility for appropriate disposition.

1.5.11 REMOVAL OF FALLEN TREES

The Contracting Entity will direct the Contractor to remove fallen trees from the public right-of-way. The Contractor shall cut and remove a fallen tree that extends onto the public right-of-way from private property at the point where it enters the public right-of-way. Contractor shall bring debris to the nearest designated recycling facility for appropriate disposition.

1.5.12 REMOVAL OF HAZARDOUS STUMPS

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

The Contractor may be required to remove hazardous stumps that have not been fully uprooted by grinding or digging. The determination of the existence of a hazardous situation is the responsibility of the SCM and Contracting Entity. The 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, Exhibit A. 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 particular 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.

1.5.13 CONSTRUCTION AND DEMOLITION (“C&D”) DEBRIS

Construction and Demolition (“C&D”) debris consists of debris resulting from structural damage to buildings as well as buildings demolished as a result of the disaster event, and damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating, and air conditioning systems and their components, light fixtures, furnishings and fixtures. Some light fixtures (pre-1977) may contain polychlorinated biphenyl (“PCB”) light ballasts which, if leaking, must be handled according to Federal and State regulations. Debris generated from restoration work (and not disaster-generated) shall not be removed by Contractor.

There are two categories of C&D removal: (1) non-asbestos containing C&D debris, and (2) asbestos containing C&D debris.

1.5.14 NON-ASBESTOS CONTAINING C&D DEBRIS

Contractor shall perform mechanical collection of construction and demolition debris (C&D) free of asbestos from the public property and rights-of-way and transport it to the nearest appropriate TDSRS, disposal facility, transfer station, or recycling facility. If segregation of such C&D at the curbside is possible, and materials can be separated out for recycling, the Contractor shall transport the material to a pre-determined recycling facility. Recycling of construction and demolition debris, through material salvage, and recycling of clean, woody debris by mulching and composting is consistent with the goals of the SEOP Annex 6:

http://demhs.vcms.vt.dev.cdc.nicusa.com/sites/demhs/files/pdfs/plans/state/Support-Annex-6_Debris-Management.pdf and shall be pursued to the extent practicable. Recycling of debris removed by the Contractor is the preferred management approach and efforts shall be made by the Contractor to recycle materials to the greatest extent practicable.

Separate specifications are set forth below for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D debris.

1.5.15 C&D DEBRIS CONTAINING ASBESTOS

The feasibility of segregating asbestos from non-asbestos debris should be evaluated by a Vermont-licensed asbestos consultant (preferably a Project Designer). All cleanup activities (including waste segregation) involving asbestos-containing materials and contaminated debris must be conducted by a Vermont-licensed asbestos abatement contractor operating under a Department of Health issued permit.

Contractor shall collect, transport and dispose of asbestos-containing C&D in compliance with applicable federal, state and local laws.

Contractor shall adhere to protocols as per the National Emission Standards for Hazardous Air Pollutants (“NESHAP”), 40 CFR, Part 61 or most recent version, and the Vermont Regulations for Asbestos Control. Contractor shall use the services of State-licensed asbestos contractors as required by applicable federal, state, and local laws.

Known or suspected Asbestos Containing Material (“ACM”) should be segregated from other debris and disposed of by a licensed asbestos contractor.

ACM shall be disposed of in a landfill certified to accept and dispose of ACM.

Materials that could contain ACM and that should be segregated include, but are not limited to, the following: floor tiles, roofing shingles, linoleum, ceiling tiles, exterior shingles, concrete flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials. Asbestos-containing waste shall be appropriately labeled and properly

disposed of in accordance with VTDOH Regulations for Asbestos Control and VTDEC's Policy on the Management of Asbestos-Containing Waste.

1.5.16 AGGREGATE

Aggregate consists of asphalt, brick, and concrete.

The Contractor shall load and transport broken brick, block, concrete, and asphalt to a SWMF, preferably and certified Asphalt, Brick, and Concrete (ABC) recycling facility, or if outside of Vermont, at a facility authorized by the jurisdiction at the direction of the Contracting Entity. The public will be instructed by the Contracting Entity to place aggregate materials in separate piles in the public right-of-way.

Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event shall be properly handled and secured for disposal with other contaminated construction and demolition materials.

1.5.17 HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste (HHW) is 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 typically includes, automobile fluids (used oil, antifreeze, etc.), batteries, oil-based paints and stains, photo chemicals, lawn-care chemicals; pesticides, unidentified liquids, household cleaners and fluorescent bulbs.

1.5.18 HOUSEHOLD HAZARDOUS WASTE HANDLING AND DISPOSAL

The Contracting Entity will direct the local residents and businesses to separate HHW at curbside. If this does not occur, the Contractor handling the normal debris removal process is required to separate any HHW to the extent possible or as needed during collection. The Contractor engaged in management of HHW shall utilize personnel trained in accordance with Environmental Protection Agency ("EPA"), Vermont Occupational Safety and Health Administration ("VOSHA"), and VTDEC requirements for handling HHW materials. Trucks to transport HHW shall be equipped with separate compartments, drums, or containers for the wastes to allow segregation the HHW items. However, depending on the ability to identify these wastes, the waste may be bulked or may have to be over-packed. The Contractor shall deliver HHW loads to the SWMF or directly to a permitted HHW facility if available for use. The Contractor shall load and transport HHW (that has been separated and prepared for secured transport) at the SWMF for final disposal and/or recycling at an approved and permitted facility.

Refer to <http://www.anr.state.vt.us/dec/wastediv/HHW/HHW.htm> for additional information.

1.5.19 MUNICIPAL SOLID WASTE

Municipal Solid Waste (MSW) is an assortment of miscellaneous wastes, and may include other classifications of debris in the mixture, and includes personal property, non-structural building contents, and the like. The concern with MSW is primarily food spoilage and contaminated or damaged materials such as wet or mildewed organic matter which requires immediate disposal. This debris type should be differentiated from regular garbage regularly produced by a household or business. There is the expectation that normal municipal waste collection methods will account for regular garbage.

If so tasked, the Contractor shall collect and transport to a transfer and/or disposal facility, all MSW to be disposed of from the disaster event which have been placed curbside.

1.5.20 WHITE GOODS/HOUSEHOLD APPLIANCES

White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances. Many white goods contain ozone-depleting refrigerants (i.e. Freon or chlorofluorohydrocarbons), mercury, or compressor oils. The Clean Air Act prohibits the release of such refrigerants into the atmosphere and requires that certified technicians extract these refrigerants from white goods before they are disposed of or recycled. The Contractor must follow all federal, state and local requirements concerning refrigerants, mercury, or compressor oils.

Refrigerators and freezers shall be emptied of contents, and the contents properly disposed of, within 24 hours of collection.

1.5.21 COLLECTION, FREON REMOVAL, AND FINAL DISPOSAL OF WHITE GOODS

The Contractor shall collect all white goods and transport to a SWMF or directly to final recycling/disposal facility. Contractor shall load and transport from a SWMF for final recycling and/or disposal all white goods only after removal of ozone depleting refrigerants has occurred in accordance with all federal, State, and local environmental and safety regulations and laws. The Contractor shall make a distinguishing mark on each white good indicating that such refrigerants have been removed and recovered. Only a Contractor certified in accordance with 40 CFR Part 82, Sections 150 through 166 shall remove ozone depleting refrigerants. White goods shall be brought to a scrap metal recycling facility or SWMF as directed by the Contracting Entity. The Contractor shall maintain all licenses and records to perform and document said work, and supply documentation to the SDMC and/or Contracting Entity upon request.

1.5.22 SCRAP METAL

Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal. The Contractor shall segregate scrap metal in the public right-of-way and bring it to a TDMA or directly to a scrap metal recycling facility. At the facility, the processing of C&D debris will in most cases result in the separation of scrap metal.

Scrap metal containing motors shall be drained of all liquids prior to transport to a disposal facility and managed appropriately. This scrap metal shall be loaded and transported to a scrap metal recycling facility, preferably in- State. Revenues generated shall accrue to the Contracting Entity.

1.5.23 SOIL, SEDIMENT, SILT AND SAND

Soil, sediment, silt and sand that has not been subjected to spills, floodwaters or has been determined through analytical testing to not be contaminated shall be transported by the Contractor to a staging area and screened until final disposal or reuse has been determined by the Contracting Entity in consultation with the SDMC. These materials shall be screened or sifted until visible debris is absent.

1.5.24 SOILS THAT EXHIBIT VISIBLE OR KNOWN TRACES OF PETROLEUM OR CHEMICAL SPILLS

These soils shall be excavated and placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot. This material may be transported to a staging area until final disposal or reuse has been determined by the Contracting Entity in consultation with the SDMC. If necessary, analytical testing shall be performed to determine if the material can be reused or must be disposed. If it is evident that the spill is the result of an empty or leaking piece of equipment (e.g., electrical equipment or similar source) which has not been tested, some testing of the soil may be necessary to identify if PCBs are present.

1.5.25 PCB-CONTAINING MATERIALS

PCB-containing materials must be managed in compliance with, among other things, the Toxic Substance Control Act (TSCA), the Resource Recovery and Conservation Act, and applicable Vermont law.

If material is contaminated by a piece of PCB equipment, the equipment must be addressed by containerizing the entire item, if small enough or by draining the remaining fluid into drums and disposing of both the fluid and empty machine carcass at an approved disposal facility.

1.5.26 ELECTRONIC WASTE (“E -WASTE”)

Electronic Waste (E-Waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices. The Contractor shall collect E-Waste and transport it to either a SWMF for segregation or directly to an E-Waste recycling facility. For further information on E-Waste management in Vermont, the Contractor should refer to:

<http://www.anr.state.vt.us/dec/e-waste/>

1.5.27 HUMAN REMAINS

If suspected human remains (defined as dead bodies, tissue and/or teeth and bones) are found during the debris removal process, the Contractor shall immediately stop all operations in the area where the remains were found and shall notify the MOM. The MOM shall notify the local police or Vermont State Police and Contracting Entity of the situation and shall coordinate any required actions by the Contractor in response to police direction. The police, with support of the State Medical Examiner, if necessary, will properly document the situation and collect the remains and other items deemed appropriate. Operations may resume once the police or State Medical Examiner notifies the MOM that the site has been cleared.

1.5.28 DEAD ANIMAL CARCASSES

The Contractor shall collect all dead animal carcasses separately for management in accordance with the Procedure Addressing the Disposal of Dead Animals.

www.dec.vermont.gov/sites/dec/files/wmp/solidwaste/documents/SWRule.final.pdf

Also, animal carcasses may be recycled or reclaimed where large amounts are available after a disaster. Dead animal carcass shall be defined for the purposes of this contract as farm animals, such as cows, hogs, horses, chickens, turkeys, etc. Household pets shall be collected and disposed of by the locality's animal control centers. Payment for dead animal carcasses transported to an authorized landfill or incinerator will be based on the weight of the carcasses transported in ton-miles, recorded on an approved debris load ticket. Ton-miles are calculated as the weight of the carcasses in tons multiplied by the number of one-way miles traveled for disposal. Payment will be made against the Contractor's invoice once Contractor debris load tickets and/or scale tickets match records for Contracting Entity or Debris Monitor.

1.5.29 MATERIALS IMPACTED BY RELEASE OF HAZARDOUS SUBSTANCES

Such materials shall be managed pursuant to the VT Hazardous Waste Management Rules (VHWR) and VT Solid Waste Management Rules (SWMR). The Contractor is responsible for promptly reporting releases of hazardous substances to the environment to the Waste Management and Prevention Division (802-828-1138 during normal business hours, 800-641-5005 outside of normal business hours).

The methods of handling and transporting these wastes from the site are the responsibility of the Contractor. As needed, the Contractor shall work with the VTDEC- licensed Hazardous Waste Transporters, and Environmental Cleanup Contractors and Site Remediation Professionals in addressing materials impacted by a release of hazardous substances.

Except as otherwise required by applicable law, materials impacted by a release of hazardous waste or hazardous substances, once identified by private owners or State and local officials, must be segregated from other disaster-generated waste, stored separately, and ultimately transported to an appropriate permitted facility for treatment or disposition.

If hazardous materials such as oil, solvents, pesticides, pool chemicals, paint, industrial grade cleaning solutions, etc. are discovered during cleanup, the materials shall be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible

chemicals. To the extent possible, the Contractor shall assist with segregating the material from the rest of the debris.

1.5.30 VEHICLE REMOVAL

An *abandoned motor vehicle* is defined as a motor vehicle that has a valid registration plate or public vehicle identification number (which has not been removed, destroyed, or altered) and has remained on either public or private property (or on/along a highway), without the permission of the property owner (or the person in control of the property) for more than 48 hours; or

A motor vehicle that does not have a valid registration plate (or the public vehicle identification number has been removed, destroyed, or altered) and has remained on either public or private property (or on/along a highway) without the consent of the property owner (or person in control of the property) for any period of time.

A *stray motor vehicle* is a motor vehicle, either registered or unregistered, that has been moved from its appropriate location by some force of the disaster, regardless of the time period involved.

The removal of an abandoned vehicle from public property must be authorized by a law enforcement officer. The removal of an abandoned vehicle from private property may be authorized by a law enforcement officer upon complaint of the property owner, or the property owner may bring about removal of the vehicle, but must immediately notify the appropriate police agency in the jurisdiction from which the vehicle is removed. A stray motor vehicle may be removed from public or private property under authority of a law enforcement officer if the vehicle is presenting an immediate hazard or threat. A towing service will be utilized to collect vehicles to an authorized, secured aggregation site. Once at the aggregation site, these vehicles will be inventoried as to the identification of the registration plate number, the public vehicle identification number, make, model, and color of the vehicle, and this information will be provided to the Department of Motor Vehicles. Vehicles will be stored in a manner to permit inspection by authorities as required, or for reclamation by owners. Vehicles shall be discharged to appropriate entities for reclamation, salvage, or disposal as required by 23 V.S.A. Chapter 21.

The Contractor shall issue work orders within 48 hours, containing all pertinent data supplied by the State, to the subcontracted towing entities.

The licensed towing entities arriving on the scene will be responsible for evaluating environmental and safety issues. Should the towing entity find any major threats to health, safety or the environment, the vehicle shall not be moved, and the Contracting Entity shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route.

1.5.31 VEHICLE STORAGE AND REPORTING

Recovered vehicles shall be staged as appropriate at aggregation sites developed by the Contractor as approved by the Contracting Entity. In any case, aggregation sites shall be sited and appropriately maintained so as to be 24/7 secure and protective of the local environment and not in contravention of applicable law. The Contractor is responsible for creating and maintaining a computerized tracking system to record the receipt of each vehicle and maintain accurate records. As the vehicle is accepted, it shall be checked into the aggregation site using the vehicle Year, Make, Model, License Plate State and Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter, and any other information that may be required by the VTDMV. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If necessary or required, Contractor shall mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step. Contractor shall work with State and local law enforcement and VTDMV to facilitate impoundment and identification of vehicle owners.

Recovered vehicles shall be inspected by the Contractor within 24 hours of arrival at the aggregation site. The vehicles will be stored in a manner to allow access for inspection by the State and insurance company representatives and to allow for retrieval and reclamation by the vehicle owner when applicable.

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 4:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vehicles in which they have a legal interest. The State and any Contracting Entity, or authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contracting Entity will be responsible for complying with all provisions of Vermont law pertaining to the disposition of vehicles deemed abandoned on public property, per 23 V.S.A. Chapter 2, and any other guidance document that may be provided by the State to the Contractor regarding management of recovered motor vehicles. No vehicle shall be sold, junked or otherwise disposed of except as provided in this subsection. The Contracting Entity shall maintain, and provide to the VTDMV:

- a. The date and time the vehicle was towed;
- b. The GPS location and street address/municipality/county from which the vehicle was towed;
- c. Documentary proof of the results of the National Crime Information Center check for every vehicle in its possession;
- d. Complete documentation of any sale or disposition of each vehicle, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and
- e. If the vehicle was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vehicle was released to, as well as a complete listing of all charges and fees assessed.

Vehicles that have been abandoned shall be managed in compliance with applicable law and guidance of the VTDMV.

1.5.32 VESSEL REMOVAL

Management of abandoned boats will follow a similar protocol as with vehicles. Ownership of the boat will be determined, if possible, from the registration or hull identification number. Boats or their contents shall be removed from private property only if their presence presents an imminent threat to human health or the environment. Coordination between Vermont Department of Public Safety, VTDMV, VTDEC, and possibly the USCG if on Lake Champlain, for removal within navigable waters of the State.

In order for removal of vehicles and vessels to be facilitated under FEMA reimbursements, the applicant must demonstrate each of the following:

- The vehicle or vessel is currently presenting a hazard or immediate threat (e.g., blocking ingress/egress, or located in a public use area);
- The vehicle or vessel is abandoned (i.e., vehicle or vessel is not on the owner's property and the ownership is undetermined or the identified owners has demonstrated inability or unwillingness to address the problem presented by the vehicle or vessel);
- The applicant must follow the applicable law to secure ownership; and
- The applicant verifies chain of custody, transport and disposal of the vehicle or vessel.

Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate and contain any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected and any leaks shall be mitigated and contained. Vessels shall then be transported to the aggregation site safely and securely by Contractors' towing vehicles, trailers, and equipment. Vessels shall be processed at the aggregation sites.

Pricing for this section shall be provided in the Price Proposal Exhibit A.

1.5.33 VESSEL STORAGE AND REPORTING

The Contractor shall provide reasonable access to owners, lienholders, and their authorized agents or legal representatives, for the purpose of identifying and/or inspecting vessels in which they have a legal interest. The State and any Contracting Entity, or authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contracting Entity shall maintain, and provide to the VTDEC:

- a. Complete documentation of any sale or disposition of each vessel, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and

b. If the vessel was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vessel was released to, as well as a complete listing of all charges and fees assessed.

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from public roads and property (including waterways) as directed by the Contracting Entity. Vessels that have been identified and authorized, if necessary, for recovery and towing from public roads and property shall be recovered by the Contractor within 72 hours of notification.

1.5.34 EQUIPMENT REQUIREMENTS

All trucks, trailers, and equipment utilized to perform the work under this Contract must be in compliance with all applicable federal, state, and local rules and regulations.

Each truck and container (roll off containers, dumpsters) utilized to transport or collect solid waste must have a Waste Transportation Permit decal pursuant to 10 V.S.A. 6606, 6607, and 6607a. Upon activation of the contract, the Contractor shall modify the existing permit, including payment of required fees, to incorporate all vehicles to be used for debris transport.

The Contractor shall submit to the Contracting Entity and/or the Debris Monitor certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to transport debris. The measured volume of each piece of equipment (if used) shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the Contracting Entity. Maximum volumes (if approved to be used) may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The Contracting Entity and Debris Monitor shall have the right to re-measure trucks at any time to verify reported capacity.

Any equipment used to transport debris must be capable of dumping its load and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitate dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable. Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than two (2) feet above the metal truck bed sides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, must comply with law and are subject to acceptance or rejection by the Contracting Entity. It is the Contractor's responsibility to report any adjustments of the sideboards to the Contracting Entity and the Debris Monitor and truck signage shall report revised cubic yard capacity. Truck loading shall comply with VTDMV laws and regulations including weight limitations and the covering of truckloads.

1.5.35 SECURING DEBRIS

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps shall be provided by the Contractor and utilized by all trucks to prevent materials from being blown from the bed during transportation. The overall maximum height of hauling equipment, including sideboards and debris, must comply with State and local law. The Contractor is not relieved of the responsibility for verifying clearance for all overhead bridges, overpasses, structures and wires.

1.5.36 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.

1.5.37 DEBRIS LOAD TICKETS

Debris load tickets (see attachment 6.2) 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.

1.5.38 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. Invoices for work performed shall be submitted using unit prices as explained below.

Where pricing of services provided pursuant to this Contract is a function of the distance that debris is transported from a transfer station or TDSRS, or Vehicle and Vessel Aggregation Area, to a disposal facility or recycling facility, the distance from 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. Identification of haul distance from loading site to SWMF or disposal/recycling facility using shortest lane-mile route available that is in accordance with applicable State and local laws governing

transportation routes, including but not limited to, weight limits, truck prohibitions, etc. and each route proposed by the Contractor is subject to the approval of the Contracting Entity. Several items or types of debris or circumstances for bid under this contract are not appropriate to measure by weight. These are identified in the Price Proposal Form, Exhibit A as having an alternate unit of measure utilized such as by gallons, cubic yards, per pound, per linear foot, per tree or stump, etc. Bidders shall tender bids utilizing the unit of measure identified in the Price Proposal Form Exhibit A. Should a price line identify more than one unit of measure in Exhibit A, bidders shall quote prices for each unit of measure identified in Exhibit A.

1.5.39 PRIVATE PROPERTY ACCESS

The Contractor shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or rights-of-way. For such situations a Right of Entry Agreement Form acceptable to the Contractor and Contracting Entity shall be utilized. The original Right of Entry Agreement is retained in the Contracting Entity's files and copies will be provided to the Contractor and the property owner.

1.5.40 DEBRIS COLLECTION EFFICIENCY AND CLEANLINESS

The Contractor shall collect and remove from public rights-of-way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected using a rake, broom, shovel and plastic bags. The Contractor shall collect and remove all debris existing on a street during each pass, including plastic bags of debris collected by homeowners, and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collect C&D debris; collect recyclable timber or from hauling stumps with root balls. The Contractor shall organize its equipment and crews so that all types of debris are collected within any one pass.

1.6 TEMPORARY DEBRIS STORAGE AND REDUCTION SITES:

1.6.1 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

1.6.2 VEHICLE AND VESSEL AGGREGATION AREAS

Upon approval by the Contracting Entity, the Contractor shall establish Vehicle and Vessel Aggregation Areas, which shall include build-out of site, operations at site and restoration of the site. The State reserves the right to identify regional aggregation sites to be utilized by the Contractor.

Recovered vessels shall be staged as appropriate at aggregation sites developed by the Contractor as approved by the Contracting Entity. In any case, aggregation sites shall be sited and appropriately maintained so as to be 24/7 secure and protective of the local environment and not in contravention of applicable law. Sites shall be level, clean, dry and have a firm impervious surface and be accessible by recovery and remediation vehicles and equipment. Each site shall be evaluated and established with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions. Vehicles recovered under this Contract shall be managed in compliance with applicable law, procedures and, if applicable, any other guidance document that may be provided by the State to the Contractor regarding management of recovered marine vessels or motor vehicles.

Vehicle and Vessel Aggregation Areas shall be secured with fencing as needed according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles and vessels up to twenty-four hours a day and up to seven days a week as required by the Contracting Entity and manage these sites in accordance with applicable federal, state and municipal laws, and follow any available guidance document that the State may make available. Vehicles and vessels shall be stored in a manner to permit inspection by State and/or municipal authorities as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide its own 24-hour security if deemed necessary by the Contracting Entity.

For the removal and recovery of abandoned and disabled vehicles and vessels from public roads and property, Contractor shall include the development and submittal of a plan of action for management of the Vehicle and Vessel Aggregation Areas for approval upon request by the Contracting Entity in the quoted price for the services related to the operation and management of the vehicle aggregation sites.

Within 15 days of receipt of Task Order, Contractor shall submit to the Contracting Entity for approval a plan detailing the procedures it proposes for closing Vehicle and Vessel Aggregation Areas.

1.6.3 RECYCLING PROGRAMS

The Contractor shall recycle materials in Construction and Demolition (C&D) debris through material salvage, and recycling of clean, vegetative debris by mulching, composting or other recycling or beneficial use consistent with applicable law.

1.6.4 TASK ORDER REPORTING

When performing a Task Order using Price Proposal Form Exhibit A, the Contractor shall submit a report to the Debris Manager by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. Each report shall contain, at a minimum, the following information:

- a. Contractor's Name;
- b. Contract Number;
- c. Task Order Number;
- d. Daily and cumulative hours for each piece of equipment, if appropriate;
- e. Daily and cumulative hours for personnel, by position, if appropriate;
- f. Tonnage or volume of debris handled; and
- g. Tonnage or volume of debris recycled.

Failure to provide information in a form and of a quality that will be acceptable to FEMA for reimbursement will subject Contractor to non-payment in each instance at the sole discretion of the Contracting Entity.

1.6.5 DISPOSAL PRICING

The Contracting Entity issuing the Task Order will be responsible for all tipping fees at the certified disposal facility or recycling facility which it directs the Contractor to utilize.

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 attached in Exhibit A (Price Schedule).

**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.

Exhibit A
Price Schedule

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million Cubic Yards	> 2 Million Cubic Yards
					PRICE	PRICE
1	Vegetative Debris - vegetative debris removal from ROW and transport for a prescribed distance to TDSRS or disposal/recycling facility	Cubic Yard	N/A	0-15 miles	\$ 10.88	\$ 10.77
2				15.1-30 miles	\$ 11.42	\$ 11.31
3				>30 miles	\$ 14.35	\$ 14.21
4				> 60 miles	\$ 17.80	\$ 17.62
5	C&D (Non Asbestos) - C&D debris removal from ROW and transport for a prescribed distance to TDSRS or disposal/recycling site	Ton	N/A	0-15 miles	\$ 102.83	\$ 101.80
6				15.1-30 miles	\$ 106.68	\$ 105.61
7				30.1-60 miles	\$ 114.31	\$ 113.17
8				> 60 miles	\$ 133.21	\$ 131.88
9	C&D (Asbestos) - C&D debris removal from ROW and transport for a prescribed distance to disposal/recycling site in compliance with all applicable Federal, State and local laws.	Ton	N/A	0-15 miles	\$ 199.36	\$ 199.36
10				15.1-30 miles	\$ 219.66	\$ 219.66
11				30.1-60 miles	\$ 230.86	\$ 230.86
12				> 60 miles	\$ 274.96	\$ 274.96
13	Aggregate (Non-contaminated) - load and transport asphalt, brick and concrete to TDSRS or disposal/recycling facility.	Ton	N/A	0-15 miles	\$ 29.78	\$ 29.78
14				15.1-30 miles	\$ 33.58	\$ 33.58
15				>30 miles	\$ 41.18	\$ 41.18
16				> 60 miles	\$ 50.24	\$ 50.24
17	Aggregate (Contaminated by an Oil or Chemical Spill) - load and transport asphalt, brick and concrete to TDSRS or disposal/recycling facility	Ton	N/A	0-15 miles	\$ 32.76	\$ 32.76
18				15.1-30 miles	\$ 36.94	\$ 36.94
19				30.1-60 miles	\$ 45.30	\$ 45.30
20				> 60 miles	\$ 57.84	\$ 57.84
21	Transport of Reduced Vegetative and/or C&D Debris from TDSRS to final facility	Cubic Yard	N/A	0-15 miles	\$ 4.93	\$ 4.88
22				15.1-30 miles	\$ 5.70	\$ 5.64
23				> 30 miles	\$ 7.13	\$ 7.06
24				> 60 miles	\$ 8.70	\$ 8.61
26	White Goods Removal to final recycling facility	Ton	1 - 500	N/A	\$ 560.00	\$ 560.00
27			> 500	N/A	\$ 514.29	\$ 514.29
28	Electronic Waste - removal of "e-waste"	Pound	1 - 500	N/A	\$ 2.28	\$ 2.28
30			> 500	N/A	\$ 2.05	\$ 2.05
31	Freon Management - Freon removal and management, and recycling of unit	Each	1 - 500	N/A	\$ 45.00	\$ 45.00
33			> 500	N/A	\$ 32.00	\$ 32.00
38				0-15 miles	\$ 7.15	\$ 7.15
39			1 - 200	15.1-30 miles	\$ 7.45	\$ 7.45

Exhibit A
Price Schedule

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million Cubic Yards	> 2 Million Cubic Yards
					PRICE	PRICE
40	Hazardous Materials Management (excluding vessel and vehicle fluids) - removal, storage and transportation to disposal/recycling facility	Pound	1 - 200	30.1-60 miles	\$ 7.75	\$ 7.75
41				> 60 miles	\$ 8.25	\$ 8.25
42			> 200	0-15 miles	\$ 6.95	\$ 6.95
43				15.1-30 miles	\$ 7.25	\$ 7.25
44				30.1-60 miles	\$ 7.55	\$ 7.55
45				> 60 miles	\$ 8.05	\$ 8.05
50	Sediment Collection - removal of sediment and transportation to final disposal/recycling facility	Ton	1 - 200	0-15 miles	\$ 48.75	\$ 48.75
51				15.1-30 miles	\$ 52.55	\$ 52.55
52				>30 miles	\$ 62.05	\$ 62.05
54			> 200	0-15 miles	\$ 48.75	\$ 48.75
55				15.1-30 miles	\$ 52.55	\$ 52.55
57				> 30 miles	\$ 62.05	\$ 62.05
61	Sediment Grain Size and Chemical Testing (expedited)	Each	1 - 50	N/A	\$ 425.00	\$ 425.00
62			51 - 100	N/A	\$ 425.00	\$ 425.00
63			> 100	N/A	\$ 425.00	\$ 425.00
72	Vehicle Removal - removal, transportation from ROW to Vehicle Aggregation Area	Each	1 - 100	0-15 miles	\$ 245.00	\$ 245.00
73				15.1-30 miles	\$ 255.00	\$ 255.00
75				> 30 miles	\$ 265.00	\$ 265.00
80			> 100	0-15 miles	\$ 235.00	\$ 235.00
81				15.1-30 miles	\$ 245.00	\$ 245.00
83				> 60 miles	\$ 285.00	\$ 285.00
88	Vehicle Disposal - removal of unclaimed vehicles from Vehicle Aggregation Area to recycling facility. Includes hazardous materials and fluids management.	Each	1 - 100	0-15 miles	\$ 135.00	\$ 135.00
89				15.1-30 miles	\$ 150.00	\$ 150.00
90				30.1-60 miles	\$ 165.00	\$ 165.00
91				> 60 miles	\$ 180.00	\$ 180.00
92			> 100	0-15 miles	\$ 135.00	\$ 135.00
93				15.1-30 miles	\$ 150.00	\$ 150.00
94				30.1-60 miles	\$ 165.00	\$ 165.00
95				> 60 miles	\$ 180.00	\$ 180.00
96	Vessel Removal (1 to 25 feet in length) - removal of vessel from ROW, transportation to Vessel	Each	1 - 50	0-15 miles	\$ 819.00	\$ 819.00
97				15.1-30 miles	\$ 849.00	\$ 849.00
99				> 30 miles	\$ 899.00	\$ 899.00

Exhibit A
Price Schedule

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million Cubic Yards	> 2 Million Cubic Yards
					PRICE	PRICE
100	Transportation of unclaimed vessel from ROW, transportation to vessel Aggregation Area	Each	> 50	0-15 miles	\$ 819.00	\$ 819.00
101				15.1-30 miles	\$ 849.00	\$ 849.00
103				> 30 miles	\$ 899.00	\$ 899.00
104	Vessel Removal (> 25 feet in length) - removal of vessel from ROW, transportation to Vessel Aggregation Area	Each	1 - 50	0-15 miles	\$ 1,326.00	\$ 1,326.00
105				15.1-30 miles	\$ 1,426.00	\$ 1,426.00
106				30.1-60 miles	\$ 1,596.00	\$ 1,596.00
107				> 60 miles	\$ 1,896.00	\$ 1,896.00
108			> 50	0-15 miles	\$ 1,896.00	\$ 1,896.00
109				15.1-30 miles	\$ 1,896.00	\$ 1,896.00
110				30.1-60 miles	\$ 1,896.00	\$ 1,896.00
111				> 60 miles	\$ 1,896.00	\$ 1,896.00
120	Vessel Disposal (1 to 25 feet in length) - transportation of unclaimed vessel from Vessel Aggregation Area to disposal facility. Includes size reduction, hazardous materials and fluids management.	Each	1 - 50	0-15 miles	\$ 1,449.00	\$ 1,449.00
121				15.1-30 miles	\$ 1,549.00	\$ 1,549.00
122				30.1-60 miles	\$ 1,749.00	\$ 1,749.00
123				> 60 miles	\$ 1,949.00	\$ 1,949.00
124			> 50	0-15 miles	\$ 1,449.00	\$ 1,449.00
125				15.1-30 miles	\$ 1,549.00	\$ 1,549.00
126				30.1-60 miles	\$ 1,749.00	\$ 1,749.00
127				> 60 miles	\$ 1,949.00	\$ 1,949.00
128	Vessel Disposal (> 25 feet in length) - transportation of unclaimed vessel from Vessel Aggregation Area to disposal facility. Includes size reduction, hazardous materials and fluids management.	Each	1 - 50	0-15 miles	\$ 2,346.00	\$ 2,346.00
129				15.1-30 miles	\$ 2,446.00	\$ 2,446.00
130				30.1-60 miles	\$ 2,646.00	\$ 2,646.00
131				> 60 miles	\$ 2,846.00	\$ 2,846.00
132			> 50	0-15 miles	\$ 2,346.00	\$ 2,346.00
133				15.1-30 miles	\$ 2,446.00	\$ 2,446.00
134				30.1-60 miles	\$ 2,646.00	\$ 2,646.00
135				> 60 miles	\$ 2,846.00	\$ 2,846.00

Exhibit A
Price Schedule

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million Cubic Yards	> 2 Million Cubic Yards
					PRICE	PRICE
171	Operation of Vehicle or Vessel Aggregation Site - operation of vehicle and vessel aggregation site, includes all phases of operation, including tower equipment, equipment and equipment operators to move and transfer vessels and vehicles, security, staffing and restoration of site to pre-use condition	Vehicles or Vessels per Day	N/A	N/A	\$ 1,250.00	\$ 1,250.00
172	Operation of Temporary Debris Storage and Reduction Area - operation of TDSRS, includes all phases of operation, tower equipment, security and staffing and restoration of site to pre-use condition	Tons per Day	0-500	N/A	\$ 12.65	\$ 12.52
			501-2000	N/A	\$ 12.10	\$ 11.98
			>2001	N/A	\$ 11.55	\$ 11.43
173	Chipping/Shredding Vegetative Debris - Leave on site	Cubic Yard	1 - 100,000	N/A	\$ 3.65	\$ 3.61
176			100,000.1 - 500,000	N/A	\$ 3.50	\$ 3.47
177			> 500,000	N/A	\$ 3.35	\$ 3.32
178	Air Curtain Burning of Vegetative Debris	Cubic Yard	1 - 100,000	N/A	\$ 2.45	\$ 2.43
180			100,000.1 - 500,000	N/A	\$ 2.30	\$ 2.28
182			> 500,000	N/A	\$ 2.20	\$ 2.18
183	Putrescible Municipal Solid Waste - removal from ROW and transport for a prescribed distance to TDSRS or disposal/recycling site	Ton	N/A	0-15 miles	\$ 325.00	\$ 325.00
184				15.1-30 miles	\$ 335.00	\$ 335.00
185				30.1-60 miles	\$ 355.00	\$ 355.00
186				> 60 miles	\$ 385.00	\$ 385.00
187	Construction of Monitoring Tower (subject to prevailing wage laws) or Scissor Lift	Each	N/A	N/A	\$ 500.00	\$ 500.00
188	Removal of Hazardous Trees (Standing Leaners) - diameter is measured at 24" height	Each	6" - 12"	N/A	\$ 75.00	\$ 74.25
189			12 1/4" - 24"	N/A	\$ 155.00	\$ 153.45
190			24 1/4" - 36"	N/A	\$ 195.00	\$ 193.05
191			36 1/4" - 48"	N/A	\$ 245.00	\$ 242.55
192			> 48"	N/A	\$ 295.00	\$ 292.05
193	Trees with Hazardous Limbs	Each	> 2"	N/A	\$ 105.00	\$ 103.95
194	Hazardous Stumps	Each	24" - 36"	N/A	\$ 250.00	\$ 247.50
195	Hazardous Stumps 37"-48" diameter	Each	36 1/4" - 48"	N/A	\$ 325.00	\$ 321.75

Exhibit A
Price Schedule

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million Cubic Yards	> 2 Million Cubic Yards
					PRICE	PRICE
196	Hazardous Stumps over 49" diameter	Each	> 48"	N/A	\$ 425.00	\$ 420.75
197	Stump Fill Dirt	Ton	N/A	N/A	\$ 24.50	\$ 24.26
198	Scrap Metal	Ton	N/A	N/A	\$ 45.00	\$ 45.00
199	Dead Animal Carcasses	Ton-Miles	N/A	N/A	\$ 0.67	\$ 0.67

Exhibit A
Price Schedule

To be used for additional work or special projects not otherwise covered by unit

Line #	Description	Units	PRICE
200	30-60 Ton Crane	Day	\$2,760.00
201	61-90 Ton Crane	Day	\$3,400.00
202	100 Ton Crane (8 hour minimum)	Day	\$4,400.00
203	Air Curtain Incinerator, Self-Contained System	Day	\$392.00
204	Tub Grinder, 800 - 1,000 HP	Day	\$2,760.00
205	Backhoe Loader	Day	\$960.00
206	Skid Steer Loader	Day	\$880.00
207	Broom Tractor	Day	\$680.00
208	Bucket Truck with 50'-60' Arm	Day	\$1,880.00
209	Bulldozer, Tracked, D5 or Similar	Day	\$1,000.00
210	Bulldozer, Tracked, D6 or Similar	Day	\$1,160.00
211	Bulldozer, Tracked, D7 or Similar	Day	\$1,240.00
212	Bulldozer, Tracked, D8 or Similar	Day	\$1,480.00
213	Dump Truck, 5-12 Cubic Yard Capacity	Day	\$720.00
214	Dump Truck, 13-20 Cubic Yard Capacity	Day	\$960.00
215	Dump Truck, 21-40 Cubic Yard Capacity	Day	\$1,000.00
216	Dump Trailer with Truck, 31-60 Cubic Yard Capacity	Day	\$1,040.00
217	Dump Trailer with Truck, 61-90 Cubic Yard Capacity	Day	\$1,080.00
218	Generator with Lighting, Mobile	Day	\$248.00
219	Grader with 12' Blade	Day	\$1,160.00
220	Hydraulic Excavator, 1.5 Cubic Yard Capacity	Day	\$1,280.00
221	Hydraulic Excavator, 2.5 Cubic Yard Capacity	Day	\$1,400.00
222	Self-Loading Dump Truck with Knuckle Boom and Debris	Day	\$2,040.00
223	Pickup Truck	Day	\$200.00
224	Flatbed Truck	Day	\$384.00
225	Lowboy Trailer with Tractor for Equipment Transport	Day	\$1,104.00
226	Water Truck	Day	\$880.00
227	Service Truck	Day	\$760.00
228	Front-End Loader, 950 or Similar	Day	\$1,160.00
229	Front-End Loader, 966 or Similar	Day	\$1,240.00
230	Front-End Loader, 980 or Similar	Day	\$1,320.00
231	Front-End Loader/Backhoe 1.0-1.5 Cubic Yard Capacity	Day	\$1,000.00
232	Soil Compactor, up to 80 HP	Day	\$760.00
233	Soil Compactor, > 81 HP	Day	\$920.00
234	Temporary Office Trailer	Day	\$200.00
235	Mobile Command and Communications Trailer	Day	\$360.00
236	Transfer Trailer w/Truck 90-125 cubic yard capacity	Day	\$1,160.00

Exhibit A

Price Schedule

To be used for additional work or special projects not otherwise covered by unit prices.

Line #	Description	Units	PRICE
237	Project Manager	Hour	\$ 85.00
238	Municipal Operations Manager	Hour	\$ 80.00
240	Safety Superintendent	Hour	\$ 75.00
241	Safety Supervisor	Hour	\$ 65.00
242	Project/Site Supervisor	Hour	\$ 75.00
243	Project/Site Foreman	Hour	\$ 65.00
244	Project/Site Inspector	Hour	\$ 65.00
245	Mechanic (with truck and tools)	Hour	\$ 60.00
246	TDMA worker /laborer	Hour	\$ 49.00
247	Laborer/Operator (with tools)	Hour	\$ 49.00
248	Laborer/Operator (with chainsaw)	Hour	\$ 55.00
249	Traffic Control Personnel	Hour	\$ 49.00
250	Ticket Writers	Hour	\$ 42.00
251	Survey Personnel (with vehicle)	Hour	\$ 75.00
252	Project Engineer	Hour	\$ 85.00
253	Equipment Operator	Hour	\$ 65.00
254	Security Personnel	Hour	\$ 60.00
255	Truck Driver	Hour	\$ 55.00
256	Bucket Truck Operator	Hour	\$ 75.00
257	Administrative Assistant	Hour	\$ 40.00
258	Clerical Aide	Hour	\$ 40.00

****All Supervisory Titles (including manager, foreman, supervisor and superintendent) shall have cell phones and trucks/vehicles.***
