

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Tetra Tech, Inc., with a principal place of business in Fairfax, VA (the "Contractor") that the contract between them originally dated as of January 3, 2018, Contract # 34048, 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, 2019 to December 31, 2020. The Contract Term may be renewed for two additional one-year periods at the discretion of the State.

**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 1 page. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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

**STATE OF VERMONT**

**TETRA TECH, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Christopher Cole \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings & General Services \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_





## ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor shall provide parts and services regarding Debris Monitoring for Disasters for the State of Vermont on an as needed basis as follows:

The 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 this contract. 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 Contractor 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 4 Contract Activation will be followed.

1. The State is issuing this Contract in accordance with the Vermont State Emergency Operations Plan's Debris Management Annex ([http://demhs.vermont.gov/sites/demhs/files/pdfs/plans/state/Support-Annex-6\\_Debris-Management.pdf](http://demhs.vermont.gov/sites/demhs/files/pdfs/plans/state/Support-Annex-6_Debris-Management.pdf)), to improve readiness for a disaster which could generate debris in the State of Vermont beyond the capacity of routine solid waste collection, transportation, and disposal.
  - 1.1. Work under said contract shall only occur under a Task Order. A Task Order is only likely to be executed in the event of a major or catastrophic disaster which results in one or more Task Orders for Debris Management from CERES Environmental, the contingent Land Debris Removal From Disasters Contractor.
  - 1.2. In the event that a Task Order is generated for services from the selected Contractor following 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 at the State's discretion.

### EXPERIENCE WITH FEMA REIMBURSEMENT PROGRAMS AND FUNDING ISSUES

In the event of a Federally Declared Disaster, the State and Contracting Entities intend to have all eligible work conform with Public Assistance Category A and B requirements, and to maximize reimbursement under applicable FEMA Pilot Program(s) or other incentives, and expect the Contractor to operate in a manner informed of and in compliance with any such program(s) to the benefit of the Contracting Entity.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

**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.

## **2.2 CONTRACT-SPECIFIC DEFINITIONS**

**Alert** – an official notification made by the State Contract Manager via telephone and emailed to the Contractor 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 the Contractor. 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** – 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.

**Electronic Waste (E-Waste)** - Computers, peripherals, computer monitors, cathode ray tubes, televisions, printers, personal electronics such as personal digital assistants and music players, electronic game consoles,

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printers, fax machines, all telephones, answering machines, videocassette recorders, digital versatile disc players, digital converter boxes, stereo equipment, and power supply cords (as used to charge electronic devices).

**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)** – 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.

### **2.3 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
- MSW** – Municipal Solid Waste
- NESHAP** - National Emission Standards for Hazardous Air Pollutants
- NIMS** – National Incident Management System
- OM** – Municipal Operations Manager
- 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

### **3. SCOPE OF WORK**

Contractor shall provide qualified Debris Monitors in the event of a major debris disaster that overwhelms available in-state resources. Contractor shall be completely independent from and unrelated to CERES Environmental. The most common disasters in Vermont are winter ice storms that create wide-scale tree debris removal operations and flooding events resulting in building-related debris. Task Orders for Debris Monitoring may be correlated with Task Orders to CERES Environmental for Debris Management. Contractor shall scale up and staff appropriately to

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monitor in accordance with the Task Orders assigned to the Debris Management Contractor. Contractor shall monitor and document the debris being removed by accompanying street address or GPS location along with the tonnage weight or cubic yard volume for each location.

**a. Contractor Personnel and Duties**

Contractor shall provide a sufficient number of qualified personnel to assist the State or other contracting entity with the monitoring, documenting and reporting requirements of the disaster debris removal services that will be performed by Debris Management Contractor, or Contractors retained under (a) separate Debris Management contract, or Contractors. Contractor shall ensure compliance with applicable environmental and safety laws, regulations, policies and procedures, and to maximize the potential for federal reimbursement under FEMA Public Assistance (PA) Programs, if applicable. All obligations of the Contractor shall extend to any sub-Contractor under this contract.

**4. CONTRACT ACTIVATION**

The Contractor shall identify the address of their office where responsibility for managing the contract will take place. The Contractor shall include the telephone number and name of the individual(s) to contact.

**ORGANIZATION CHARTS**

- a. Contract-Specific Chart. Upon activation of the Contract, the Contractor shall provide a contract organization chart, with names showing management, supervisory and other key personnel (including subContractor management, supervisory or other key personnel) to be assigned to the contract during an Activation. The chart shall include the labor category and title of each such individual; and
- b. Chart for Entire Firm. Upon activation of the Contract, the Contractor shall provide an organization chart showing the Contractor's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Contractor's overall organizational structure.

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

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

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

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

**5. Initial Post Disaster Response Activities:**

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

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

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

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

**6. Project Management and Coordination:**

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

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

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

**7. Field Monitoring Operations:**

- a. Contractor shall be responsible for the following tasks and activities:
- b. Ensuring that an appropriate number of field monitors, as determined by the Contracting Entity's Debris Manager, are assigned to specific work areas each day.
- c. Ensuring that only eligible debris from approved public property and rights-of-way is collected for loading and hauling.

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- d. Ensuring that curbside debris is kept separate during transport to Debris Management Sites. Ensuring that hazardous wastes are not mixed in loads. Ensuring that specified categories of debris are properly collected and segregated. The categories are:
  - i. Vegetative Waste
  - ii. Construction and Demolition ("C&D") Waste
  - iii. Household Hazardous Waste ("HHW")
  - iv. Municipal Solid Waste
  - v. White Goods/Household Appliances
  - vi. Scrap Metal
  - vii. Soil, Sediment, Silt and Sand
  - viii. Electronic Waste (E-Waste)
  - ix. Landfill-banned waste (see definition)
- e. Accurately measure and certify truck tare weights and capacities. Ensure that trucks are not artificially loaded (e.g.: debris wetted, debris fluffed or not compacted). Ensuring each work area is properly cleared prior to moving equipment to a new loading area.
- f. Documenting and reporting damage that has or may occur to utility components, driveways, road surfaces, public and private property, vehicles, etc.
- g. Updating a master map daily to show road areas cleared of debris.
- h. Verifying the proper loading and compaction of debris into the Debris Management Contractor's certified container(s).
- i. Reporting issues to the Contracting Entity which require action (such as safety concerns, Contractor non-compliance and equipment use). Reporting if general public safety standards are not followed.

**8. TDSRS Monitoring and Support:**

- a. Ensuring that an appropriate number of monitors are assigned to each TDSRS.
- b. Collecting, organizing and providing documentation of all load tickets. Ensuring that trucks are accurately credited for their loads.
- c. Ensuring that all debris collected is properly segregated and managed at the TDSRS.
- d. Certifying individual truck load fullness and recording the information on corresponding load tickets.
- e. Documenting and recording measurements and computations used to translate load certifications into cubic yards, tonnage, or other approved measures.
- f. Taking photographs of individual loads as necessary, or as directed by the Contracting Entity.
- g. Communicating with truck drivers and Debris Management Contractor staff on potential safety issues.
- h. Verifying that Contractor equipment is empty prior to leaving the TDSRS. Ensuring that all debris is removed from trucks at designated facilities.
- i. At the request of the Contracting Entity, the Monitoring Contractor will assist with any other TDSRS services that may be required, including traffic support and site security.

**9. Truck Certification:**

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

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

**10. Data Management, Reporting and Documentation:**

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

Data Management: Contractor shall be responsible for entering and analyzing load ticket data resulting from the debris monitoring process, reconciling load tickets and validating invoices from debris removal Contractors.

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

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

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

**ATTACHMENT B: PAYMENT PROVISIONS**

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
  
2. Hourly rates include all costs associated with the performance of the contract. The rates below include overhead and profits, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials and items. All other costs, including transportation, meals, and lodging, shall be billed at cost.

POSITION	HOURLY RATE
Project Manager	\$84.00
Field Manager/Supervisor	\$45.00
Field Monitor	\$33.50
Debris Management Site Monitor	\$33.50
Data Manager	\$49.00
Health and Safety Manager	\$49.00
Billing/Invoice Analyst	\$55.00
GIS Specialist	\$58.00
Project Coordinator	\$40.00
Environmental Specialist	\$95.00

3. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
4. 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.
5. 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.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
7. On the first weekday of each month, the Contractor shall submit to the Contracting Entity its invoice

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for the prior 30 day period. Each invoice shall include:

- a. the State's contract number, name of the project, FEMA Project Worksheet number(s) (if applicable and if available), the name(s) of the Work Area(s) covered by the invoice (if applicable), and the date of the invoice;
- b. all data and documentation necessary to support and explain the amounts invoiced, and any other documentation reasonably requested by the Contracting Entity;
- c. a certification by the Contractor that all payments due its SubContractors have been made from prior paid invoices and that all legal requirements have been complied with; and
- d. if the Contractor is withholding payment from any SubContractor or supplier, a certification by the Contractor signed by the Contractor's Project Manager that a valid basis exists under the terms of the SubContractor's or supplier's contract to withhold payment, and a copy of the contract for the SubContractor in question.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent

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of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during

its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

**A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

**B.** Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

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

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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**29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)