

**State of Vermont**  
 Buildings and General Services  
 Office of Purchasing & Contracting  
 109 State St  
 Montpelier VT 05609-3001  
 United States

**CONTRACT**



**Vendor ID 0000356760**  
**Ceres Environmental Services, Inc.**  
**3825 85th Avenue North**  
**Brooklyn Park MN 55443**  
**United States**

<b>Contract ID</b> 0000000000000000000000000032648		<b>Page</b> 1 of 2
<b>Contract Dates</b> 01/01/2017 to 12/31/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-LAND DEBRIS REMOVAL		<b>Contract Maximum</b> \$750,000.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: (800) 218-4424**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		LAND DEBRIS REMOVAL FOR DISASTERS	EA	0.01000	0.00	750,000.00

**STANDARD CONTRACT**

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Ceres Environmental Services, Inc. with principal place of business in Brooklyn Park, MN, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the 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 Disasters for the State of Vermont on an as needed basis. Detailed services to be provided by the 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, 2017 and end on December 31, 2018, with the option to renew for Three (3) additional twelve month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; 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. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of fifty-two (52) pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 07/01/2016)
- Attachment D - Certificate of Non-Debarment
- Attachment E - Right of Entry Form
- Attachment F - Load Ticket
- Attachment G - Task Order
- Attachment H - SWMF Load Tracking Log
- Exhibit A - Price Lists

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment D - Certificate of Non-Debarment
- (6) Attachment E - Right of Entry Form
- (7) Attachment F - Load Ticket

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**CONTRACT**



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Ceres Environmental Services, Inc.  
3625 85th Avenue North  
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Contract ID 0000000000000000000032648		Page 2 of 2
Contract Dates 01/01/2017 to 12/31/2018		Origin CPS
Description: CPS-LAND DEBRIS REMOVAL		Contract Maximum \$750,000.00
Buyer Name Bohn, Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

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	(8)	Attachment G - Task Order				
	(9)	Attachment H - SWMF Load Tracking Log				
	(10)	Exhibit A - Price Lists				

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: e-Signed by Christopher Cole  
on 2017-04-03 13:12:48 GMT  
Signature:  
Name: Christopher Cole

Commissioner  
Title: Buildings & General Services  
Email:

By the CONTRACTOR

Date: 3-31-17  
Signature: David A. Preus  
Name: David A. Preus

Title: Sr. Vice President  
Email: david.preus@ceresenv.com

## **ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor shall provide parts and services regarding Land Debris Removal 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 3.2 Contract Activation will be followed.

### **1.2 BACKGROUND**

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 and capability of routine solid waste collection, transportation, and disposal capacity.

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.

#### **1.2.1 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.

### **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, 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**

#### **3.1 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.

Contractor 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 D).

#### **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 shall be duly licensed to perform the work in accordance with the State of Vermont statutes



and regulations. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall also be responsible for determining what additional permits are necessary to perform under the contract. Contractor shall possess a Waste Transportation Permit if they intend to haul waste, 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 collect 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 contract 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 shall 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:** Contractor shall be responsible for any and all reporting requirements associated with this contract

### **3.1.1 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.

### **3.1.2 DEBRIS ELIGIBILITY DETERMINATION**

This Contract 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 Contracting Entity's waste monitor or contracted 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. The State will not pay the Contractor for activities performed under this Contract that are not eligible for reimbursement.

### **3.1.3 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 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.

### **3.1.4 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.

### **3.2 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 Contractor. 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 referenced in section 6, *Payment and Performance Security*.

Specific work authorizations by the Contracting Entities shall 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 G). 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 Contract, Attachment-B, 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 an Operations Manager (OM) for each Contracting Entity that initiates a Task Order for services. This OM shall coordinate all activities of the Contractor within the boundaries of the Contracting Entity and with the Contracting Entity's staff. The OM 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 Contract. 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.

### **3.3 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.

### **3.3.1 OPERATIONS MANAGER ("OM")**

The Contractor shall provide a Operations Manager (OM) to serve as the principal liaison with each Contracting Entity's Debris Manager and the Contractor's staff, subcontractors that are performing work. The OM shall supervise all of Contractor's operations for a Contracting Entity. Depending on the magnitude and complexity of the debris removal and management operations, the State may permit a OM to supervise multiple operations for more than one Contracting Entity. The Contractor shall seek approval from the State Debris Management Coordinator (SDMC), and all affected municipalities before implementing this practice. The OM 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 removal and management operations. While this position will not require constant presence, the OM 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 Staté agencies as appropriate or necessary within 30 minutes of notification.

### **3.4 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 the Contractor shall be responsible for the protection of adjacent property or underground structures during debris management activities. 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.

### **3.5 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

shall 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.

### **3.6 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.

### **3.7 DEBRIS REMOVAL, RECYCLING AND DISPOSAL**

#### **3.7.1 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.

Contractor shall perform the following work:

- 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;
- c. Performing debris by-product recycling programs, as negotiated and approved by the Contracting Entity;
- d. Transporting non-recycled debris and debris reduction by-products to a certified disposal or recycling facility; and
- e. 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.

### **3.7.2 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.

### **3.7.3 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.

The parties expect local waste haulers will maintain their normal solid waste and recyclables collection schedules in the event of a declared disaster. As a result, Contractor shall not perform these normal collection and transportation services unless specifically directed by the Contracting Entity.

### **3.7.4 DEBRIS CLASSIFICATION**

The Contractor is obligated to properly segregate and manage debris, including the diversion from disposal of Landfill Banned Waste (see definition). Waste and debris from disasters will be classified into the following categories and managed accordingly::

- 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)

### **3.7.5 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.

#### **3.7.5.1 CHIP AND LEAVE MATERIAL ON SITE**

A per ton rate identified in Attachment-B, 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 Attachment-B, Exhibit A as 'chipping vegetative debris and leaving on site' per cubic yard.

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

##### **3.7.5.2.1 HAZARDOUS LIMBS PRICING**

The Contracting Entity shall 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 Attachment-B, Exhibit A. A separate Task Order will then be issued by the Contracting Entity for each approved subtask.

##### **3.7.5.3 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.

### **3.7.6 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](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 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.

#### **3.7.6.1 REMOVAL OF FALLEN TREES**

Contractor shall remove fallen trees from the public right-of-way, as directed by the Contracting Entity. 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.

#### **3.7.6.2 REMOVAL OF HAZARDOUS STUMPS**

Management of this debris type must comply with FEMA Stump Removal Policy:

<https://www.fema.gov/hazardous-stump-extraction-removal-eligibility>

Upon Contracting Entity request, the Contractor shall 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 Attachment-B, Attachment 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.

### **3.8 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.

### **3.9 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](http://demhs.vcms.vt.dev.cdc.nicusa.com/sites/demhs/files/pdfs/plans/state/Support-Annex-6%20Debris-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.

### **3.10 C&D DEBRIS CONTAINING ASBESTOS**

The feasibility of segregating asbestos from non-asbestos debris shall be evaluated by a Vermont-licensed asbestos consultant (preferably a Project Designer) retained by the Contractor. All cleanup activities (including waste segregation) involving asbestos-containing materials and contaminated debris must be conducted by a Vermont-licensed asbestos abatement contractor, retained by the Contractor, operating under a Vermont 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.

Contractor shall segregate known or suspected Asbestos Containing Material ("ACM") from other debris and ensure the ACM is disposed by a licensed asbestos abatement contractor.

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

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.

### **3.11 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.

### **3.12 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.

#### **3.12.1 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, Contractor shall separate any HHW as directed or as needed during collection as previously stated in Section 3.7.4. Contractor shall utilize personnel trained in accordance with requirements of the Environmental Protection Agency ("EPA"), Vermont Occupational Safety and Health Administration ("VOSHA") and VTDEC related to 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.

### **3.13 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.

### **3.14 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 shall follow all federal, state and local requirements concerning refrigerants, mercury, or compressor oils.

Contractor shall empty all contents of refrigerators and freezers, and properly dispose of such contents within twenty-four (24) hours of collection.

### **3.14.1 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. The Contractor, or their subcontractor, shall be certified in accordance with 40 CFR Part 82, Sections 150 through 166, in order to remove ozone depleting refrigerants. The Contractor shall bring white goods 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.

### **3.15 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, but are described separately in Subsection 3.14. 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.

### **3.16 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.

#### **3.16.1 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.

#### **3.16.2 PCB-CONTAINING MATERIALS**

Contractor shall manage PCB-containing materials in compliance with the Toxic Substance Control Act ("TSCA"),

the Resource Recovery and Conservation Act ("RCRA"), any other applicable federal law and any applicable Vermont law.

If material is contaminated by a piece of PCB equipment, Contractor shall containerize the entire item, if small enough, or drain the remaining fluid into drums and dispose of both the fluid and empty machine carcass at an approved disposal facility.

### **3.17 ELECTRONIC WASTE ("E -WASTE")**

The Contractor shall collect E-Waste and transport it to either a SWMF for segregation or directly to an E-Waste recycling facility.

### **3.18 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 OM that the site has been cleared.

### **3.19 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.

<http://www.anr.state.vt.us/dec/wastediv/solid/pubs/DeadAnimalProcedure.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.

### **3.20 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.

### **3.21 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 Contractor shall manage abandoned and stray motor vehicles as such: 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. The Contractor shall employ a towing service to transport collected vehicles to an authorized, secured aggregation site. Once at the aggregation site, the Contractor shall inventory these vehicles as to the identification of the registration plate number, the public vehicle identification number, make, model, and color of the vehicle, and this information shall 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 Contractor shall ensure that any subcontracted towing service arriving on the scene be responsible for evaluating environmental and safety issues. Should the towing service find any significant threats to health, safety or the environment, the vehicle shall not be moved, and the Contracting Entity shall immediately be notified by the Contractor. Once all threats are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route.

### **3.22 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 Contractor shall 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.

### **3.23 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.

### **3.24 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.

### **3.25 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.

### **3.26 DEBRIS LOAD TICKETS**

The Contractor shall employ debris load tickets (Attachment F) and load ticket shall be completed in such a manner as to allow accurate accounting of weights and/or volumes, origin and destination of debris. Pursuant to this contract, quantification of debris and payment for debris managed shall 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 using shortest lane-mile route available. Debris transported by the Contractor to a SWMF shall 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) who will record the weight or volume 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, Contractor shall 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.

### **3.27 UNIT OF MEASUREMENT**

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 under this contract are not appropriate to measure by weight. These are identified in Attachment-B, 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.

### **3.28 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 (Attachment E) 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.

### **3.29 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.

### **3.30 TEMPORARY DEBRIS STORAGE AND REDUCTION SITES**

#### **3.30.1 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

#### **3.30.2 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 shall 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.

### **3.31 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.

### **3.32 TASK ORDER REPORTING**

When performing a Task Order, 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. A sample Task Order is provided by Attachment G. 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.

### **3.33 DISPOSAL PRICING**

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

#### **4.1 PRICING**

Payment shall be made at the unit rates in Attachment-B, Exhibit A.

#### **Computation of Distances Hauled/Transported**

Pricing of services provided pursuant to this Contract is a function of the distance that debris is hauled/transported to a SWMF. Haul distance from loading site to disposal/recycling facility is determined 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 and truck prohibitions, and each route proposed by the Contractor is subject to the approval of the Contracting Entity.

#### **Vehicle Maintenance**

Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of 15 minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds 15 minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

#### **4.2 LOCATION**

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.

#### **4.3 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.

#### **4.4 BACKUP STAFF**

The Contractor shall include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Contractor must hire management, supervisory and/or key personnel (in response to an event), the Contractor shall include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

## **5.1 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subContractor.

The Contractor shall coordinate with Contractors assigned to other Debris-related State contracts under the direction of the SDMC.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

## **5.2 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of Vermont, may not be copyrighted or resold by Contractor, and shall be delivered to the State of Vermont upon thirty (30) Days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Contractor or subContractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or subContractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

## **5.3 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Contracting Entity or the SDMC as applicable.

## **5.4 ADVERTISING**

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising.

## **5.5 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 shall supply the Contracting Entity/ with evidence of all such licenses, permits and authorizations.

## **5.6 LATE DELIVERY**

The Contractor shall immediately advise the Contracting Entity of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

Late delivery will harm the State, but the extent of the harm is difficult or impossible to quantify with precision. If the Contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the Contractor agrees to be liable to the State for the sum of up to \$2,500 per workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

## **5.7 RETAINAGE**

The amount of retainage is 10%. The Contracting Entity shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Contracting Entity shall review the Contractor's performance. If performance has been satisfactory, the Contracting Entity shall release the retainage for the preceding three (3) month period.

## **5.8 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the SDMC.

In the event of additional work and/or special projects, the Contractor shall present a written proposal to perform the additional work to the SDMC. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base Contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the Contract. The written proposal must be based upon the hourly rates, unit costs or other cost elements identified in Attachment-B, Exhibit A. Whenever possible, the proposal should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs identified in Attachment-B, Exhibit A. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

## **5.9 CONTRACT ACTIVITY REPORT**

Contractor(s) shall provide, on a calendar quarter basis, to the SCM and assigned SDMC representative, a record of all purchases made and itemization of costs incurred under the contract. This reporting requirement includes sales to State Contracting Entities and political sub-divisions thereof.

This information must be provided in a tabular format such that an analysis can be made to determine total dollars paid to subContractors.

Note. Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

## **5.10 CONDITIONS AFFECTING THE WORK**

Contractor acknowledges that it has investigated the general and local conditions which can affect the work to be performed under this Contract and its cost. This includes, but is not limited to (1) conditions bearing upon transportation, disposal, recycling, handling, storage and monitoring of debris and demolition, (2) the availability of labor, (3) uncertainties of weather, river stages, or similar physical conditions in the State, and (4) the character of equipment and facilities needed to perform the work. Any failure of the Contractor to take such actions and acknowledged in this paragraph shall not relieve the Contractor from responsibility for properly assessing the difficulty and cost of successfully performing the work or for proceeding to successfully perform the work without additional expense to the Contracting Entity.

## **6. PAYMENT AND PERFORMANCE SECURITY.**

### **6.1 PAYMENT SECURITY**

Contractor shall furnish a payment bond to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the Contract, including work performed under Task Orders issued by the State. The payment bond shall be at a minimum \$1,000,000. The Payment Bond must be initiated at the time of Contract Activation.

The payment bond shall be submitted to the State within thirty (30) days of the effective date of the contract activation and cover the period of the task order and any extensions thereof. Failure to submit payment security shall result in cancellation of contract for cause. The payment bond shall remain in effect for the duration of the disaster and until final invoice is approved by the SDMC or Contracting Entity. The final invoice shall include releases from all subContractors.

In the event that the contract price is increased by amendment to the contract, the Contractor may be required to provide, within thirty (30) days of the effective date of the amendment, additional payment bond coverage in the amount of the increase in the contract price. Failure to provide such proof of this required coverage may result in the suspension of payment to the Contractor until such time the Contractor complies with this requirement.

Acceptable forms of performance security are as follows:

- a. The Contractor shall be required to furnish an irrevocable security at a minimum \$1,000,000 payable to the Treasurer, State of Vermont, binding the Contractor to provide faithful performance of the contract; and
- b. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of Vermont, a certified or cashier's check to the order of the Treasurer, State of Vermont, or an irrevocable letter of credit drawn naming the Treasurer, State of Vermont as beneficiary issued by a federally insured financial institution.

### **6.2 PERFORMANCE BOND**

Contractor shall furnish performance security as identified below. The performance bond amounts shall be at a minimum \$1,000,000.

The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of Vermont, a certified or cashier's check to the order of the Treasurer, State of Vermont, or an irrevocable letter of credit drawn naming the Treasurer, State of Vermont as beneficiary issued by a federally insured financial institution.

The performance security must be submitted to the State upon contract activation and cover the period of the task order and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause, and nonpayment for work performed. The payment bond shall remain in effect for the duration of the disaster and until final invoice is approved by the Contracting Entities. The final invoice shall include releases from all subContractors.

In the event that the contract price is increased by amendment to the contract, the Contractor shall be required to provide, within thirty (30) days of the effective date of the amendment, additional performance bond coverage in the amount of the increase in the contract price. Failure to provide such proof of this required coverage may result in the suspension of payment to the Contractor until such time the Contractor complies with this requirement.

The Performance must be initiated at the time of Contract Activation.

## **7.0 CONTRACT ADMINISTRATION**

### **7.1 CONTRACT MANAGEMENT**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The Contracting Entity or SDMC for a given project will be identified at the time of contract activation. At that time, the Contractor will be provided with the name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### **7.1.1 STATE CONTRACT RESPONSIBILITIES**

The SDMC or Contracting Entity using the contract, will be responsible for engaging the Contractor, assuring that Task Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers.

The SDMC or Contracting Entity is the person that the Contractor will contact **after the contract is activated** for answers to any questions and concerns about any aspect of the contract. The SDMC is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State usage.

#### **7.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor cannot resolve a dispute with contract users.

## **8.0 PRICES AND PAYMENT**

### **8.1 FORM OF COMPENSATION AND PAYMENT**

Payments to the Contractor will be disbursed following approval by the SDMC or the Contracting Entity.



**EXHIBIT A  
PRICE LIST**

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million	> 2 Million
					Cubic Yards	Cubic Yards
					PRICE	PRICE
1	<b>Vegetative Debris</b> - vegetative debris removal from ROW and transport for a prescribed distance to TDSRS or disposal/recycling facility.	Cubic Yard	N/A	0-15 miles	\$ 10.48	\$ 9.18
2				15.1-30 miles	\$ 10.63	\$ 9.38
3				>30 miles	\$ 10.78	\$ 9.58
5	<b>C&amp;D (Non Asbestos)</b> - C&D debris removal from ROW and transport for a prescribed distance to TDSRS or disposal/recycling site.	Ton	N/A	0-15 miles	\$ 84.50	\$ 69.50
6				15.1-30 miles	\$ 87.70	\$ 72.70
				30.1-60 miles	\$ 94.10	\$ 79.10
8				> 60 miles	\$ 103.70	\$ 88.70
9	<b>C&amp;D (Asbestos)</b> - 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	\$ 158.00	\$ 143.00
10				15.1-30 miles	\$ 164.40	\$ 149.40
11				30.1-60 miles	\$ 170.80	\$ 155.80
12				> 60 miles	\$ 177.20	\$ 162.20
13	<b>Debris in Water</b> - load and transport debris removed from waters of the State to TDSRS or disposal/recycling facility.	Ton	N/A	0-15 miles	\$ 198.00	\$ 173.00
14				15.1-30 miles	\$ 204.40	\$ 179.40
15				>30 miles	\$ 210.80	\$ 185.80
17	<b>Aggregate (Non-contaminated)</b> - load and transport asphalt, brick and concrete to TDSRS or disposal/recycling facility.	Ton	N/A	0-15 miles	\$ 13.78	\$ 10.78
18				15.1-30 miles	\$ 14.18	\$ 11.18
19				>30 miles	\$ 15.38	\$ 12.38
20	<b>Aggregate (Contaminated by an Oil or Chemical Spill)</b> - load and transport asphalt, brick and concrete to TDSRS or disposal/recycling facility.	Ton	N/A	0-15 miles	\$ 15.68	\$ 12.68
21				15.1-30 miles	\$ 16.08	\$ 13.08
22				30.1-60 miles	\$ 17.28	\$ 14.28
24				> 60 miles	\$ 17.58	\$ 14.58
26	<b>Transport of Reduced Vegetative and/or C&amp;D Debris</b> from TDSRS to final facility.	Cubic Yard	N/A	0-15 miles	\$ 4.28	\$ 3.88
27				15.1-30 miles	\$ 4.48	\$ 4.08
28				> 30 miles	\$ 4.98	\$ 4.58
30	<b>White Goods Removal</b> to final recycling facility	Tons per Day	1 - 500	\$ 298.00	\$ 198.00	
31			> 500	\$ 295.00	\$ 195.00	
33	<b>Electronic Waste</b> - removal of "e-waste"	Pound	1 - 500	\$ 2.35	\$ 0.95	
38			> 500	\$ 2.25	\$ 0.85	
39	<b>Freon Management</b> - Freon removal and management, and recycling of unit.	Each	1 - 500	\$ 36.00	\$ 19.00	
40			> 500	\$ 33.00	\$ 16.00	
41			1 - 200	0-15 miles	\$ 4.98	\$ 4.58
42				15.1-30 miles	\$ 5.98	\$ 5.58
43				30.1-60 miles	\$ 6.98	\$ 6.58

**EXHIBIT A  
PRICE LIST**

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million	> 2 Million
					Cubic Yards	Cubic Yards
					PRICE	PRICE
44	<b>Hazardous Materials Management</b> (excluding vessel and vehicle fluids) - removal, storage and transportation to disposal/recycling facility.	Pound	> 200	> 60 miles	\$ 7.98	\$ 7.58
45				0-15 miles	\$ 4.88	\$ 4.48
50				15.1-30 miles	\$ 5.88	\$ 5.48
51				30.1-60 miles	\$ 6.88	\$ 6.48
52				> 60 miles	\$ 7.88	\$ 7.48
54	<b>Sediment Collection</b> - removal of sediment and transportation to final disposal/recycling facility.	Ton	1 - 200	0-15 miles	\$ 13.78	\$ 10.78
55				15.1-30 miles	\$ 14.18	\$ 11.18
57				>30 miles	\$ 15.38	\$ 12.38
61			> 200	0-15 miles	\$ 13.63	\$ 10.63
62				15.1-30 miles	\$ 14.03	\$ 11.03
63				> 30 miles	\$ 15.23	\$ 12.23
72	<b>Sediment Grain Size and Chemical Testing</b> (expedited).	Each	1 - 50	N/A	\$ 250.00	\$ 175.00
73			51 - 100	N/A	\$ 200.00	\$ 125.00
75			> 100	N/A	\$ 150.00	\$ 75.00
80	<b>Vehicle Removal</b> - removal, transportation from ROW to Vehicle Aggregation Area.	Each	1 - 100	0-15 miles	\$ 195.00	\$ 170.00
81				15.1-30 miles	\$ 225.00	\$ 200.00
83				> 30 miles	\$ 285.00	\$ 260.00
88			> 100	0-15 miles	\$ 190.00	\$ 165.00
89				15.1-30 miles	\$ 220.00	\$ 195.00
90				> 60 miles	\$ 280.00	\$ 255.00
91	<b>Vehicle Disposal</b> - removal of unclaimed vehicles from Vehicle Aggregation Area to recycling facility. Includes hazardous materials and fluids management.	Each	1 - 100	0-15 miles	\$ 157.20	\$ 127.20
92				15.1-30 miles	\$ 117.90	\$ 87.90
93				30.1-60 miles	\$ 117.90	\$ 87.90
94				> 60 miles	\$ 117.90	\$ 87.90
95			> 100	0-15 miles	\$ 117.90	\$ 87.90
96				15.1-30 miles	\$ 117.90	\$ 87.90
97				30.1-60 miles	\$ 117.90	\$ 87.90
99				> 60 miles	\$ 117.90	\$ 87.90
100	<b>Vessel Removal (1 to 25 feet in length)</b> - removal of vessel from ROW, transportation to Vessel Aggregation Area.	Each	1 - 50	0-15 miles	\$ 325.00	\$ 285.00
101				15.1-30 miles	\$ 385.00	\$ 345.00
103				> 30 miles	\$ 450.00	\$ 410.00
104			> 50	0-15 miles	\$ 315.00	\$ 275.00
105				15.1-30 miles	\$ 375.00	\$ 335.00

**EXHIBIT A  
PRICE LIST**

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million Cubic Yards	> 2 Million Cubic Yards			
					PRICE	PRICE			
106				> 30 miles	\$ 440.00	\$ 400.00			
107	<b>Vessel Removal (&gt; 25 feet in length)</b> - removal of vessel from ROW, transportation to Vessel Aggregation Area.	Each	1 - 50	0-15 miles	\$ 425.00	\$ 385.00			
108				15.1-30 miles	\$ 485.00	\$ 445.00			
109				30.1-60 miles	\$ 550.00	\$ 510.00			
110				> 60 miles	\$ 415.00	\$ 375.00			
111				0-15 miles	\$ 475.00	\$ 435.00			
120			> 50	15.1-30 miles	\$ 540.00	\$ 500.00			
121				30.1-60 miles	\$ 525.00	\$ 485.00			
122				> 60 miles	\$ 585.00	\$ 545.00			
123			<b>Vessel Disposal (1 to 25 feet in length)</b> - 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	\$ 250.00	\$ 205.00	
124						15.1-30 miles	\$ 285.00	\$ 240.00	
125	30.1-60 miles	\$ 355.00				\$ 310.00			
126	> 60 miles	\$ 455.00				\$ 410.00			
127	> 50	0-15 miles			\$ 225.00	\$ 180.00			
128		15.1-30 miles			\$ 260.00	\$ 215.00			
129		30.1-60 miles			\$ 330.00	\$ 285.00			
130		> 60 miles			\$ 430.00	\$ 385.00			
131		<b>Vessel Disposal (&gt; 25 feet in length)</b> - 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	\$ 325.00	\$ 280.00
132							15.1-30 miles	\$ 360.00	\$ 315.00
133	30.1-60 miles		\$ 430.00	\$ 385.00					
134	> 60 miles		\$ 530.00	\$ 485.00					
135	> 50		0-15 miles	\$ 300.00		\$ 255.00			
171			15.1-30 miles	\$ 335.00		\$ 290.00			
			30.1-60 miles	\$ 405.00		\$ 360.00			
			> 60 miles	\$ 505.00		\$ 460.00			
172	<b>Operation of Vehicle or Vessel Aggregation Site</b> - 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	\$ 100.00	\$ 100.00			

**EXHIBIT A  
PRICE LIST**

Line #	Description	Units	Quantity Tier	Measure of Distance	≤ 2 Million	> 2 Million
					Cubic Yards	Cubic Yards
					PRICE	PRICE
173	<b>Operation of Temporary Debris Storage and Reduction Area</b> - 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	\$ 500.00	\$ 500.00
176			501-2000	N/A	\$ 5,000.00	\$ 2,500.00
177			>2001	N/A	\$ 10,000.00	\$ 4,000.00
178	<b>Chipping/Shredding Vegetative Debris</b> - Leave on site	Cubic Yard	1 - 100,000	N/A	\$ 3.95	\$ 3.05
180			100,000.1 - 500,000	N/A	\$ 3.95	\$ 3.05
182			> 500,000	N/A	\$ 3.95	\$ 3.05
183	<b>Air Curtain Burning of Vegetative Debris.</b>	Cubic Yard	1 - 100,000	N/A	\$ 2.78	\$ 1.98
184			100,000.1 - 500,000	N/A	\$ 2.78	\$ 1.98
185			> 500,000	N/A	\$ 2.78	\$ 1.98
186	<b>Putrescible Municipal Solid Waste-</b> removal from ROW and transport for a prescribed distance to TDSRS or disposal/recycling site.	Ton	N/A	0-15 miles	\$ 128.00	\$ 110.00
187				15.1-30 miles	\$ 131.20	\$ 113.20
188				30.1-60 miles	\$ 137.60	\$ 119.60
189				> 60 miles	\$ 147.20	\$ 129.20
190	<b>Construction of Monitoring Tower (subject to prevailing wage laws) or Scissor Lift.</b>	Each	N/A	N/A	\$ 200.00	\$ 100.00
191	<b>Removal of Hazardous Trees (Standing Leaners)</b> - diameter is measured at 24" height.	Each	6" - 12"	N/A	\$ 85.00	\$ 60.00
192			12 1/4" - 24"	N/A	\$ 145.00	\$ 120.00
193			24 1/4" - 36"	N/A	\$ 235.00	\$ 190.00
194			36 1/4" - 48"	N/A	\$ 350.00	\$ 290.00
195			> 48"	N/A	\$ 450.00	\$ 390.00
196	<b>Trees with Hazardous Limbs</b>	Each	> 2"	N/A	\$ 98.00	\$ 65.00
197	<b>Hazardous Stumps</b>	Each	24" - 36"	N/A	\$ 225.00	\$ 225.00
198	<b>Hazardous Stumps 37"-48" diameter</b>	Each	36 1/4" - 48"	N/A	\$ 325.00	\$ 325.00
199	<b>Hazardous Stumps over 49" diameter</b>	Each	> 48"	N/A	\$ 550.00	\$ 550.00
199a	<b>Stump Fill Dirt</b>	Ton	N/A	N/A	\$ 14.00	\$ 14.00
199b	<b>Scrap Metal</b>	Ton	N/A	N/A	\$ 18.00	\$ 12.00
199c	<b>Dead Animal Carcasses</b>	Ton-Miles	N/A	N/A	\$ 34.67	\$ 70.00

**EXHIBIT A**  
**PRICE LIST**

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

Line #	Description	Units	PRICE
200	30-60 Ton Crane	Day	\$ 1,424.00
201	61-90 Ton Crane	Day	\$ 1,960.00
202	100 Ton Crane	Day	\$ 3,120.00
203	Air Curtain Incinerator, Self-Contained System	Day	\$ 576.00
204	Tub Grinder, 800 - 1,000 HP	Day	\$ 4,200.00
205	Backhoe Loader	Day	\$ 1,120.00
206	Skid Steer Loader	Day	\$ 760.00
207	Broom Tractor	Day	\$ 880.00
208	Bucket Truck with 50'-60' Arm	Day	\$ 1,720.00
209	Bulldozer, Tracked, D5 or Similar	Day	\$ 1,080.00
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	\$ 840.00
214	Dump Truck, 13-20 Cubic Yard Capacity	Day	\$ 880.00
215	Dump Truck, 21-40 Cubic Yard Capacity	Day	\$ 896.00
216	Dump Trailer with Truck, 31-60 Cubic Yard Capacity	Day	\$ 920.00
217	Dump Trailer with Truck, 61-90 Cubic Yard Capacity	Day	\$ 944.00
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	\$ 1,800.00
221	Hydraulic Excavator, 2.5 Cubic Yard Capacity	Day	\$ 1,840.00
222	Self-Loading Dump Truck with Knuckle Boom and Debris	Day	\$ 1,160.00
223	Pickup Truck	Day	\$ 1,680.00
224	Flatbed Truck	Day	\$ 88.00
225	Lowboy Trailer with Tractor for Equipment Transport	Day	\$ 600.00
226	Water Truck	Day	\$ 624.00
227	Service Truck	Day	\$ 864.00
228	Front-End Loader, 950 or Similar	Day	\$ 1,240.00
229	Front-End Loader, 966 or Similar	Day	\$ 1,320.00
230	Front-End Loader, 980 or Similar	Day	\$ 1,400.00
231	Front-End Loader/Backhoe 1.0-1.5 Cubic Yard Capacity	Day	\$ 1,120.00
232	Soil Compactor, up to 80 HP	Day	\$ 760.00
233	Soil Compactor, > 81 HP	Day	\$ 840.00
234	Temporary Office Trailer	Day	\$ 120.00
235	Mobile Command and Communications Trailer	Day	\$ 256.00
236	Transfer Trailer w/Truck 90-125 cubic yard capacity	Day	\$ 880.00

Note: The daily price is only for regular time and not overtime.

**EXHIBIT A  
PRICE LIST**

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

<b>Line #</b>	<b>Description</b>	<b>Units</b>	<b>PRICE</b>
237	State Operations Manager	Hour	\$ 68.00
238	Municipal Operations Manager	Hour	\$ 65.00
240	Safety Superintendent	Hour	\$ 65.00
241	Safety Supervisor	Hour	\$ 62.00
242	Project/Site Supervisor	Hour	\$ 58.00
243	Project/Site Foreman	Hour	\$ 55.00
244	Project/Site Inspector	Hour	\$ 55.00
245	Mechanic (with truck and tools)	Hour	\$ 45.00
246	TDMA worker /laborer	Hour	\$ 45.00
247	Laborer (with tools)	Hour	\$ 45.00
248	Chainsaw Operator	Hour	\$ 48.00
249	Traffic Control Personnel	Hour	\$ 45.00
250	Ticket Writers	Hour	\$ 28.00
251	Survey Personnel (with vehicle)	Hour	\$ 54.00
252	Project Engineer	Hour	\$ 58.00
253	Equipment Operator	Hour	\$ 52.00
254	Security Personnel	Hour	\$ 38.00
255	Truck Driver	Hour	\$ 50.00
256	Bucket Truck Operator	Hour	\$ 58.00
257	Administrative Assistant	Hour	\$ 24.00
258	Clerical Aide	Hour	\$ 24.00

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

**STATE OF VERMONT  
ATTACHMENT B  
PAYMENT PROVISIONS  
LAND DEBRIS REMOVAL FOR DISASTERS**

**ATTACHMENT B: PAYMENT PROVISIONS**

The State shall pay the Contractor a not-to-exceed amount of \$750,000.00 for work identified in Attachment A, as follows:

1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. See Exhibit-A for Price List. Invoicing must contain a detail of services, dates, hours of work performed and rates of pay. Invoicing must also contain a detail of items and all cost for any allowable expenses.
2. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by Contractor.
3. Unless otherwise stated, this contract was issued on a time and materials basis, as such the following documentation is required in support of invoices. Contractor shall submit invoicing at completion of project to the Project Manager and shall include:
  - A numbered invoice.
  - Description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
  - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
  - Time frame indicated of when work was performed;
  - Contract number that the invoice is to be paid from;
4. On the first weekday of each month, the Contractor shall submit to the Contracting Entity its invoice 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

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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.

5. 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.
6. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.
7. Any services outside of agreement shall not be allowed.
8. Contractor's invoicing must contain a detailed description of all work completed.
9. Payment Terms: Net 30. The State has 30 days from the date the state receives an invoice **with full and complete supporting documentation** to exercise its right to bill or credit adjustments made necessary by internal audits and quality assurance checks.
10. Contractor shall submit invoice with contract number to the applicable project manager using the contract.



**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 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

\$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.
- 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.

**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.

**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)

ATTACHMENT D

CERTIFICATION OF NON-DEBARMENT

Disaster Debris Removal Services

STATE OF VERMONT            }  
  }ss.  
COUNTY OF                    }

The Bidder (or Subcontractor) hereby certifies to the best of its knowledge **and** belief and under penalty of perjury under the laws of the United States and the State of Vermont:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ (the "Contractor"), which has been awarded the referenced contract (the "Contract") and that I execute said Contract with full authority to do so;

A. That neither the Bidder (or Subcontractor) nor its principals:

- 1) are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
- 2) have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- 4) have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

B. If awarded a contract, the Contractor certifies that it shall immediately notify the State Contract Manager if any director, partner, officer, employee of the Contractor or any shareholder owning 5% or more of the Contractor's stock:

- 1) Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
- 2) Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or

- 3) Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business related offense.

Sworn and subscribed to before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Principal

Notary Public of \_\_\_\_\_

Print or Type Name

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Notary Public

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**ATTACHMENT E  
RIGHT OF ENTRY AGREEMENT FORM**

I/We \_\_\_\_\_, the owner(s) of the property commonly identified as \_\_\_\_\_,

\_\_\_\_\_, State of \_\_\_\_\_; do hereby grant and give freely and without coercion, the right of access and entry to said property by the State of Vermont and, if applicable, the Town/City of \_\_\_\_\_, its/their agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from, and/or through, the above described property. I understand the right of entry will typically be used to more easily access debris on nearby public rights-of-way, not for removal of debris from the private property itself. It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the State of Vermont and, if applicable, the Town/City of \_\_\_\_\_, State of \_\_\_\_\_, its/their agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have \_\_\_\_\_, have not \_\_\_\_\_) (will \_\_\_\_\_, will not \_\_\_\_\_) received any compensation for debris removal from any other source including private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Witness Owner*

\_\_\_\_\_  
*Witness Owner*

\_\_\_\_\_  
*Telephone Number and Address Telephone Number and Address*

**Attachment F  
Load Ticket**

<b>Load Ticket</b>		<b>Ticket No.</b>	
<b>Municipality (Applicant)</b>		<b>Prime Contractor</b>	
		<b>Sub-Contractor</b>	
<b>Truck Information</b>			
<b>Truck No.</b>		<b>Capacity</b>	
<b>Truck Driver (print legibly)</b>			
<b>Loading Information</b>			
<b>Loading</b>	<b>Time</b>	<b>Date</b>	<b>Inspector/Monitor</b>
<b>Location (Address or Cross Streets)</b>			
<b>When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)</b>			
<b>N</b>		<b>W</b>	
<b>Unloading Information</b>			
<b>Debris Classification</b>		<b>Estimated %, CYs, or Actual Weight</b>	
Vegetation C&D White Goods HHW Other* See Below			
<b>Unloading</b>	<b>Time</b>	<b>Date</b>	<b>Inspector/Monitor</b>
<b>DMS Name and Location</b>			
<b>*Other Debris Explanation</b>		<b>Original:</b>	<b>Applicant</b>
		<b>Copy 1:</b>	_____
		<b>Copy 2:</b>	_____
		<b>Copy 3:</b>	_____

ATTACHMENT G

SAMPLE TASK ORDER

TO \_\_\_\_\_

Task Order No. \_\_\_\_\_

In accordance with Vermont Land Debris Removal for Disasters Contract # xxxxx), awarded to \_\_\_\_ (Contractor)\_\_\_\_  
for Disaster Debris Removal, Reduction, and Disposal dated \_\_\_\_\_, the \_\_\_\_ (Contracting  
Entity) \_\_\_\_\_ hereby requests and authorizes the service to be performed on the project as described below:

**Project:** \_\_\_\_\_

Specific Work to be Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Work (Include Start Date, End Date and Total Calendar Days):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

