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INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE MARYLAND ENVIRONMENTAL SERVICE AND THE TOWN OF BOONSBORO

(MES PROJECT NO. 2-20-3-78)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made this ____ day of _____, 2020 by and between the **Maryland Environmental Service** (“MES”), an agency and instrumentality of the State of Maryland constituted as a body politic and corporate and **the Town of Boonsboro** (“TOWN”) a body politic and corporate and political subdivision of the State of Maryland.

RECITALS

WHEREAS, pursuant to title 3, subtitle 1 of the Natural Resources Article of the Annotated Code of Maryland, MES was created to assist with the preservation, improvement, and management of the quality of air, land and water resources, and to promote the health and welfare of the citizens of the State, and to encourage reductions in the amount of waste generated and discharged into the environment and the generation of energy and the recovery of resources from that waste to the extent practicable; and

WHEREAS, pursuant to Section 3-107 of the Natural Resources Article the TOWN may request MES to provide water supply, wastewater purification, solid waste disposal, energy projects, or any other services, authorized by the subtitle cited above; and

WHEREAS, the TOWN is seeking assistance with critical utility infrastructure including its water and wastewater facilities currently serving an estimated 3,600 customers; and

WHEREAS, MES can provide the technical skills and knowledge to operate and maintain critical infrastructure and MES staff is familiar with most water and wastewater technologies; and

WHEREAS, MES also has staff capable of providing other environmental engineering services which the TOWN may need to improve water, wastewater and energy utility services; and

WHEREAS, the TOWN and MES are desirous of entering into an agreement by which MES can provide timely planning, design, engineering, construction, operations, maintenance and technical services to the TOWN on an as needed basis to help respond to the TOWN’s environmental requirements; and

WHEREAS, the TOWN and MES are permitted by law to enter into this Agreement; and

WHEREAS, MES has agreed to provide services for the TOWN in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

“Applicable Law” means (a) any applicable statute, common law, treaty, rule, code, ordinance, regulation, interpretation, certificate, or order of any governmental authority, (b) any license, permit, franchise, consent or other authorization of, and required registration or filings with any governmental authority, or (c) any judgment, decision, decree, injunction, order or the like of any governmental authority.

“Uncontrollable Circumstances” means either:

- A. The inability of MES to secure needed materials; storm, flood, or severely inclement weather which impedes either party’s performance; acts of God; acts of negligence by the other party or its agents, employees or contractors; fire; strikes, lockouts, or other labor disputes; civil commotion; or
- B. The order, judgment, action, inaction or determination of any federal, state, or local court, administrative agency, or governmental body other than the TOWN or MES (excepting decisions interpreting federal, state, and local tax laws), or the promulgation of or change in a law, in each case which materially and adversely affects the: (a) ability of either party to perform its obligations hereunder; or (b) the suspension, termination, interruption, denial, or failure of renewal or issuance of any permit, license, consent, authorization, or approval.

ARTICLE II- SCOPE OF WORK, REQUEST FOR SERVICES, PROPOSAL AND ACCEPTANCE

Section 201. Services. This Agreement shall enable MES to provide a variety of services related to planning, compliance, engineering, training, design, construction, operations, maintenance and technical services to the TOWN from time to time at the TOWN’s request. A general description of the planning, compliance, engineering, training, design, construction, operations, maintenance and technical services (hereafter “Services”) that may be provided is included in Attachment A, which is attached hereto and is expressly incorporated and made a part of this Agreement. All Services provided to the TOWN by MES under this Agreement shall be governed by the Terms and Conditions set forth herein.

Section 202. Source and Level of Funding. The TOWN shall provide sufficient funds to reimburse MES in providing the Services authorized hereunder.

Section 203. Request for Services. The TOWN may periodically provide MES with a written request for Services.

Section 204. Scope of Work and Cost Proposal. MES shall respond to the TOWN's request by submitting for the TOWN's review and approval a proposal ("Proposal") that shall include a written scope of work for the Services requested ("Scope of Work"), a detailed description of the technical approach, a schedule for completion of the Services and a proposed budget or cost proposal ("Estimated Costs").

Section 205. Acceptance of Proposal. The TOWN shall have the option to approve the Proposal, suggest changes to the Proposal to which MES may agree, or reject the Proposal in its entirety. If the TOWN approves the Proposal as presented or suggests changes which MES accepts then the TOWN shall sign the written Proposal and authorize MES to proceed. The TOWN shall not be obligated to reimburse MES for any Estimated Costs incurred by MES that were not specifically approved by the TOWN or previously approved by the TOWN in accordance with this Agreement.

ARTICLE III- NOTICE TO PROCEED, COMPENSATION AND METHOD OF PAYMENT

Section 301. Notice to Proceed. The issuance and receipt of the TOWN Purchase Order for MES services shall constitute MES's Notice to Proceed unless the TOWN expressly designates that a separate Notice to Proceed shall be issued.

Section 302. Payments for Services. The TOWN shall fully reimburse MES for the Services are performed under each Proposal and as authorized under Article II of this Agreement. In the absence of a payment schedule, billing shall be monthly-in the form of invoices. MES shall follow cost accounting practices that follow the Code of Maryland Regulations (COMAR) Title 21, subtitle 09 and uniform practices of the profession. Billings shall be due and payable within 30 days of receipt by the TOWN. The TOWN is under no obligation to utilize MES services during the term of this Agreement.

Section 303. Disputed Invoices. In the event that the TOWN disputes any invoice(s) or receives any invoice(s) having inadequate or incomplete documentation, the TOWN shall notify MES of the deficiency or dispute within ten (10) calendar days of its receipt of the invoice(s) in a written notice of dispute and may withhold payment for such items that are in dispute. The TOWN shall make payment for undisputed items as provided in Section 302. MES and the TOWN shall meet within ten (10) calendar days of MES's receipt of the TOWN's notice to resolve such items. Items not resolved within forty (40) calendar days of TOWN's receipt of the invoice shall be referred to the MES Director and the TOWN's Administrator for resolution.

ARTICLE IV-TERM

The term of this Agreement shall commence on the effective date indicated above and shall be in full force unless terminated by either party in accordance with the terms of this Agreement. No work may be initiated under this Agreement until it has been fully executed by all parties.

ARTICLE V - UNCONTROLLABLE CIRCUMSTANCES

Section 501. Effect of Uncontrollable Circumstances. A party to this Agreement is not in default under this Agreement or liable to the other party for its failure to perform obligations under this Agreement, if such failure results from an Uncontrollable Circumstance. Each party must diligently overcome or remove such Uncontrollable Circumstance as soon as reasonably possible. A party claiming the benefit of this Section 501 must give prompt written notice of such claim to the other party and must provide the other party with reasonably requested information concerning the nature of such claim and the efforts to overcome or remove the Uncontrollable Circumstance. Any date by which any obligation under this Agreement must be performed shall be extended to the extent reasonably necessary to allow for delay due to an Uncontrollable Circumstance.

Section 502. Repairs Required as A Result of Uncontrollable Circumstances. As soon as possible after an Uncontrollable Circumstance affecting MES's obligations under this Agreement, MES shall give the TOWN a written statement describing in reasonable detail the Uncontrollable Circumstance and its cause (to the extent known to MES), a description of the conditions delaying the performance of MES's obligations, a preliminary description of any repairs, replacement or rehabilitation required to be made, and an estimate of the cost of such work. The TOWN will consult with MES as to whether and how any repairs, replacement or rehabilitation will be made but the TOWN will have sole authority to determine if and how such repairs, replacement or rehabilitation will be made. MES shall have no obligation to fund any repairs, replacement or rehabilitation due to an Uncontrollable Circumstance.

ARTICLE VI - TERMINATION

Section 601. Termination for Cause. Either party may terminate this Agreement for cause listed below if, within thirty (30) calendar days' written notice of intent to terminate, the party alleged to be in violation hereof has not corrected, or materially commenced to correct, the violation.

Section 602. TOWN Termination for Cause. Cause sufficient for termination by the TOWN shall be material breach of the terms of this Agreement by MES.

Section 603. MES Termination for Cause. Cause sufficient for termination by MES shall be: (a) expressly subject to Sections 302 and 303 of this Agreement, failure of the TOWN to make any payment within thirty (30) calendar days of the date when due; or (b) material breach of the terms of this Agreement by the TOWN.

Section 604. Termination without Cause. Either party may terminate this Agreement without cause upon giving thirty (30) days prior written notice to the other party of the party's intention to terminate. The TOWN will pay all reasonable costs associated with this Agreement that MES has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement should the TOWN exercise its right to terminate. However, MES shall not be reimbursed for any anticipatory profits or for profits not earned as of the effective date of termination.

ARTICLE VII - INDEMNIFICATION

Section 701. Indemnification by the Parties. In accordance with applicable law and to the limits of available insurance, the parties, their respective employees, agents and officials (collectively, each an "Indemnitor") agrees to indemnify and hold the other party (an "Indemnitee") harmless from and against any and all losses or liabilities incurred by the Indemnitee which arise out of or are in consequence of the performance or nonperformance of this Agreement to the extent such losses or liabilities are due to the fault or negligence of the Indemnitor. As used in this Section 701, the phrase, "losses or liabilities" shall include but not be limited to, actual expenditures or legal liability in connection with bodily injury (including, but not limited to, death) to any person, damage (including, but not limited to, loss of use) to any property (public or private), actionable contamination of the environment under Applicable Law, or alleged violation of permits, statutes, rules or regulations, or orders (including, but not limited to, fines or penalties) of any governmental entity with jurisdiction over the parties for purposes of enforcement of applicable law. The term "Indemnitee" shall include elected officials, directors, officers, employees, and agents of the Indemnitee, provided that no such elected official, director, officer, employee, or agent of any Indemnitee hereunder shall be or become personally liable for any such losses or liabilities.

Section 702. Indemnification by MES's Third Party Contractors. MES's third party service contractors shall indemnify and hold harmless the TOWN, its employees, agents and officials from and against any and all losses or liabilities incurred by the TOWN, as that phrase is defined in Section 701 of this Agreement, which arise out of or are in consequence of the performance or nonperformance of this Agreement to the extent such losses or liabilities are due to the fault or negligence of such third party contractor. MES shall include a provision to this effect in each contract it enters into with a third-party contractor providing services under this Agreement.

Section 703. TOWN's Obligations Limited. The TOWN's obligation under this Article is expressly limited for the TOWN, its officers, officials, employees and agents pursuant to Section 5-301, *et seq.*, of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as from time to time amended, and such additional amounts as may be specifically appropriated by the TOWN in discharge of the TOWN's obligations under this Section.

Section 704. MES's Obligations Limited. MES's obligations under this Article are expressly limited for MES, its officers, officials, employees and agents under Sections 12-101, *et seq.* of the State Government Article of the Annotated Code of Maryland, as from time to time

amended, and such additional amounts as may be specifically appropriated by the Maryland General Assembly in discharge of MES's obligations under this Section.

Section 705. No Joint or Several Liability. The parties agree that nothing contained in this Agreement is intended to imply or create any joint and several liability between the parties for the wrongful acts, omissions or negligence of any single party.

ARTICLE VIII - LIMITATION OF LIABILITY

The parties hereto expressly agree and understand that the indemnity obligations of the parties under this Agreement shall be limited to those direct and provable liabilities and losses which arise out of or are in consequence of the performance or nonperformance of each party under this Agreement, to the extent such losses or liabilities are due, in whole or in part, to the fault or negligence of the party. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance of MES or the TOWN of their respective obligations under this Agreement, shall a party to this Agreement be liable or obligated in any manner to pay special, consequential or indirect damages to the other party. The execution and delivery of this Agreement shall not impose any personal liability on the members, officers, elected or appointed officials, employees or agents of MES or the TOWN. NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO OR SHALL BE CONSTRUED TO WAIVE ANY IMMUNITY POSSESSED BY MES OR THE TOWN, OR THEIR RESPECTIVE ELECTED OR APPOINTED OFFICIALS, OFFICERS, DIRECTORS AND EMPLOYEES, WHICH HAS NOT BEEN WAIVED BY EXISTING LAW.

ARTICLE IX - INSURANCE

MES shall obtain and keep in force, during the term of this Agreement, insurance as it deems prudent and as legally required by Applicable Law, to the extent it is available and can be obtained for an amount which is reasonable, and which shall not be less than the maximum self-insurance provided by the Treasurer of Maryland pursuant to the State Finance and Procurement Article, Sections 9-105(a) and (c), Annotated Code of Maryland, including, but not limited to, any currently existing workers' compensation liability insurance. MES may provide any such insurance through a self-insurance program of MES or of the State of Maryland.

ARTICLE X - REPRESENTATIONS AND WARRANTIES

Section 1001. Representations and Warranties of MES. MES hereby makes the following respective representations and warranties, as of the date of execution and delivery of this Agreement, to and for the benefit of the TOWN:

- A. MES is a body politic and corporate validly existing under the Constitution and laws of Maryland with full legal right, power and authority to enter into and perform its obligations under this Agreement.

- B. MES has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by MES and constitutes a legal, valid and binding obligation of MES, enforceable against MES in accordance with its terms.
- C. Neither the execution or delivery by MES of this Agreement, nor the performance of MES's obligations in connection with the transactions contemplated hereby, nor MES's fulfillment of the terms or conditions of this Agreement (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which MES is a party or by which MES or any of its properties or assets are bound, or constitutes a default thereunder.
- D. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by MES of this Agreement except those that have been duly obtained or made.
- E. Except as disclosed to the TOWN in writing, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of MES's knowledge, threatened, against MES, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of its obligations hereunder or in connection with the other transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument entered into by MES in connection with the transactions contemplated hereby.

Section 1002. Representations and Warranties of the TOWN. The TOWN hereby makes the following representations and warranties to and for the benefit of MES:

- A. The TOWN is a body politic and corporate duly organized under and pursuant to and validly existing under the Constitution and laws of Maryland with full legal right, power and authority to enter into and perform its obligations under this Agreement.
- B. The TOWN has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the TOWN and constitutes a legal, valid and binding obligation of the TOWN, enforceable against the TOWN in accordance with its terms.
- C. Neither the execution or delivery by the TOWN of this Agreement, nor the performance by the TOWN of its obligations in connection with the transactions contemplated hereby, or the TOWN's fulfillment of the terms or conditions of this Agreement (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition

of any judgment or decree, or any agreement or instrument, to which the TOWN is a party or by which the TOWN or any of its properties or assets are bound, or constitutes a default thereunder.

- D. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by the TOWN of this Agreement except those that have been duly obtained or made.
- E. Except as disclosed to MES in writing, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the TOWN's knowledge, threatened, against the TOWN, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of its obligations hereunder.

ARTICLE XI - GENERAL PROVISIONS

Section 1101. Binding Effect. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors and assigns and shall be binding upon the parties hereto and their respective successors and assigns.

Section 1102. Further Assurances. Subject to each party's prior receipt and review of any and all such instruments, and provided such instruments are reasonably acceptable to each party, and in accordance with all Applicable Laws, the TOWN and MES shall each execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party in order to give full effect to this Agreement.

Section 1103. Assignment. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignee hereunder shall fully assume the obligations of the assignor.

Section 1104. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated herein and supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof.

Section 1105. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 1106. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 1107. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be amended without materially altering the intention of the parties,

it will be deemed stricken and the remainder of the Agreement will remain in full force and effect. This Section 1107 shall not affect or impair the provisions of Article V “Uncontrollable Circumstance” or Article VI “Termination.”

Section 1108. Waiver. No delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof.

Section 1109. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland should have exclusive jurisdiction to decide any question arising hereunder.

Section 1110. Authorization: Binding Obligation. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of all parties, and this Agreement is a valid and binding obligation of the parties, enforceable in accordance with its terms.

Section 1111. Non-Discrimination in Employment. MES agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individuals’ refusal to submit to a genetic test or make available the result of a genetic test.

Section 1112. Parties Contract Officers and Notice. Each party shall designate a Contract Officer and, on the date of execution of this Agreement, shall provide the other party with the Contract Officer’s name and address, and with phone numbers by which the Contract Officer can be contacted at any hour of the day or night for the duration of this Agreement. the TOWN Administrator shall have full and complete authority to issue written approvals for MES to expend costs not anticipated in any proposal, provided such unanticipated costs do not exceed the total Estimated Costs approved by the TOWN.

All notices required, permitted or otherwise delivered under this Agreement shall be in writing and may be sent by facsimile, delivered by hand or mailed by first class certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized delivery service, and in any case shall be addressed as follows:

If to the TOWN:

Town of Boonsboro
Boonsboro Town Hall
21 North Main Street
Boonsboro, Maryland 21713
Attention: Paul Mantello, Town Manager

If to MES:

Maryland Environmental Service
259 Najoles Road
Millersville, Maryland 21108-2515
FAX: (410) 729-8220
Attention: Director

Changes in the respective addresses to which such notices, consents, invoices or other communications may be directed and may be made from time to time by any party by notice to the other party. Notices and consents shall be deemed to have been given when received.

Section 1113. General Compliance with Laws. Each party shall comply with all Applicable Laws that affect performance or payment hereunder, or any materials, equipment, or employees connected in any manner whatsoever with such performance or payment.

Section 1115. Disputes. If a dispute arises under this Agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective as of the date specified herein.

TOWN MANAGER

WITNESS:

By: _____

Approved as to Form & Legal Sufficiency:

TOWN Attorney

MARYLAND ENVIRONMENTAL SERVICE

WITNESS:

By: _____

Beth Wojton
Deputy Director

Reviewed for Legal Sufficiency

Assistant Attorney General
Maryland Environmental Service

ATTACHMENT A

Services

In support of management of the quality of air, land, energy and water resources, and to promote the health and welfare of the citizens of the State, MES can provide the following planning; compliance support; engineering; field investigation; auditing; remedial assessment; training; technical and operations services (hereafter “Services”). Upon a request for Services, MES will prepare task proposals for review and approval by the TOWN as detailed in Article II of the attached Intergovernmental Agreement (hereafter “Agreement”). Types of Services under this Agreement may include the following:

I. Water and Wastewater Reclamation Efforts:

- a. The MES Water and Wastewater Operations and Maintenance, and Engineering Division can provide a full range of water supply and wastewater treatment services from plant operations (and related infrastructure) and management, design and construction inspection, project management, and operations maintenance; to ensure a safe water supply and keep wastewater discharge in compliance with federal and state regulations.
- b. Engineering services to determine water and wastewater needs, assist in selection of the right size facility, and technology and equipment, prepare specifications and oversee the construction or modification of facilities. Includes trouble-shooting and investigation of operations issues, infrastructure assessment of systems with focus on inflow/infiltration issues; design of small on-site sewage disposal systems, well and potable water treatment installations, and construction management and inspections services.
- c. Other services include:
 - i. Mechanical, electrical, and plumbing maintenance and on-call response, and repair or rehabilitate equipment
 - ii. Standby Power Systems
 - iii. Water Tanks Services
 - iv. Biosolids Management
 - v. Facility and Operations consultation, studies, assessments, evaluations, surveys

II. Environmental Management, Compliance Support and Field-based Efforts:

- a. MES can provide Environmental Program Management to support the TOWN in its overall goal of compliance related to environmental regulations. Support may include but not be limited to: on-site construction management services; facilities management and improvements; general subcontractor procurement and management; project and compliance reporting and permitting; materials management; health & safety management; contract laboratory management and support including data QA/QC; regulatory interaction; public outreach programs; infrastructure management and planning (stormwater, etc.); and engineering services.
- b. MES can provide services related to Total Maximum Daily Load (TMDL) regulations and requirements. Services may include: baseline field sampling; regulatory liaison and reporting; professional and expert consulting; GIS mapping services; and watershed impact analysis.

- c. MES can provide underground utility locating and clearing services as part of our field safety initiatives. As required, Miss Utility is contacted for any off-site, public property underground utility location process. Additionally, MES has the capacity to provide on-site underground utility locating services.
- d. MES can provide staff to work at TOWN offices and facilities as needed to provide environmental management, support in the completion of environmental audits, and safety and risk management.
- e. MES can provide peak load assistance in the form of current MES staff or MES consultant assistance, environmental compliance support, auditing support, and/or individual project assistance.
- f. MES can provide the preparation of written reports of findings together with conclusions and recommendations, using a format agreed to by the TOWN and MES.
- g. MES can provide comprehensive noxious weed control program services.
- h. MES can provide staff to inspect, operate and maintain client facilities, including, but not limited to, oil/water separators, water and wastewater collection and treatment facilities, pump stations and stormwater facilities.
- i. MES can provide solid waste services such as facility planning, design, permitting, construction, operation and storm debris management.
- j. MES can provide wetland mitigation, delineation, identification, restoration, permitting and regulatory liaison support, as well as earth and forest disturbance plans and associated permits.
- k. MES can provide hydrologic, geologic and hydrogeologic analysis, as well as assessment studies and environmental impact statements.
- l. MES can provide comprehensive archaeological and historical studies and related support services in accordance with environmental impact assessments.
- m. MES can provide contract and vendor management services. This service can include scheduling, coordination, procurement, management and oversight, and invoicing review.
- n. MES can provide Material Safety Data Sheet (MSDS) electronic warehousing, organization and management services.
- o. MES can provide, through our Contract Laboratory program, rapid turnaround and cost effective analytical laboratory services.
- p. MES can provide comprehensive stormwater management program services, including, but not limited to, engineering design; field inspections; Illicit Discharge Detection and Elimination (IDDE) investigation; and structure inventory.
- q. MES can perform corrective actions such as routine and site-specific maintenance; erosion and sediment control measures; dewatering services; grading; structure repair; minor dredging; traffic control; grubbing and clearing; vegetation removal, and disposal, vendor coordination; and seeding.

- r. MES can provide traffic control services in accordance with the TOWN traffic control plan for identified environmental projects and related contractual efforts.
- s. MES can provide comprehensive support for elements of environmental management systems related to operation of facilities, properties, programs and ancillaries.
- t. MES can support the development of standard operating procedures (“SOPs”), compliance permits, environmental management manuals, guidebooks and training manuals, and regulatory federal and state requirements.
- u. MES can provide training services to assist in the areas of health & safety, SPCC Plans, stormwater management, policies and procedures, SOPs, geographic information systems (“GIS”) database training, and all other areas as deemed appropriate by the TOWN.
- v. MES can provide staff to perform management, assessment, reporting, sampling and monitoring services in accordance with National Pollutant Discharge Elimination System (NPDES) permits, local wastewater pretreatment permits and other permits as specified.
- w. MES can provide comprehensive oil/water separator services including inspection, testing, sampling and analysis, removal, repair, maintenance, design, installation, development of preventative maintenance programs, and permitting.
- x. MES can provide Indoor Air Quality (IAQ) services to include the investigation, plan writing, testing, sampling, analysis, abatement, waste management, associated training, disposal, regulatory interaction and notification, and subsequent reporting of potential lead, asbestos, mold, and other IAQ issues.
- y. MES can provide support in facilities management, construction management, operation and support services to include design, contracting, assessment, engineering, labor, materials, work order development, Maximo assistance and management, inventory control, field-based assistance, vehicle fuel management, crankcase oil testing and fuel cleaning/filtering.
- z. MES can provide field and other such remedial efforts related to facilities and properties including, but not limited to, both the on-site and off-site treatment of hazardous and non-hazardous contaminated soils and groundwater. Site-specific treatment options to be detailed in individual Task Order Scopes and will be tailored to site-specific conditions. These options will include, but not be limited to, the implementation, design, installation and construction, operations and maintenance of such technologies as pump and treat (air-stripping), soil vapor extraction, air-sparging, advanced oxidation technologies, chemical treatment, bioremediation, excavation and disposal, incineration, underground storage tank removal, repair and/or closure, catalytic oxidation, and bulk transportation and disposal.
- aa. MES can provide drilling and excavation services for the purposes of subsurface investigative analysis.
- bb. MES can provide comprehensive environmental emergency response services to include program development, management and technical support, schedule and contractor coordination, regulatory interaction, training, field-based services, lab packing, sampling and analysis, data management and

tracking, manifesting, drum packing, transportation and disposal of both hazardous and non-hazardous drummed and bulk wastes.

cc. MES can provide public outreach task management and services.

dd. MES can provide permit-related services including permit review, tracking, draft preparation and completion, management, execution, corrective actions and responses, requisite sampling and regulatory liaison services for MS4 permits, NPDES, industrial, water, et.al.

III. Alternative and Renewable Energy-based Efforts:

a. MES can provide support services related to renewable and alternative energy programs and services such as carbon footprinting, level-based energy audits, feasibility studies, management, evaluation, technical expertise and oversight, installation and construction/contracting services for solar, geothermal, wind (including wind analysis) and waste-to-energy. These support services can also be provided as part of planning for provision of emergency energy supply alternatives.

b. MES can provide technical assistance with federal and state energy grants, such as the American Recovery and Reinvestment Act (ARRA), DOE's Energy Efficiency and Conservation Block Grant (EECBG), and MEA's EmPOWER Clean Energy and Jane Lawton Loan programs.

IV. Geographic Information Systems (GIS) Efforts:

a. MES can provide application and database development, web hosting, design recommendations, maintenance, training, warehousing and documentation services to support management of the quality of air, land and water resources.

b. MES can perform the following tasks as related to ESRI GIS programs and other software and data file types.

i. Digitizing and Data Conversion.

ii. Preparation of software systems for reporting of EMS compliance and data collection, and for creating and maintaining a compliance support schedules that can be implemented by client and contractor staff.

iii. Scanning, Digital Archiving, and File Management: Tasks may include scanning and digital archiving of mapbook data and products, file storage, document management, and other duties that promote easier data access and management.

iv. Geo-referencing and map processing: Tasks may include georeferencing to preserve historic or even pre-computer-based maps. The scanning process of turning paper maps into digital maps, and the GIS task of georeferencing, or applying real-world coordinates to the map allows the historic maps to be used with newer, up-to-date GIS data layers on the computer.

v. Preparation and delivery of graphics and presentation of internal and external use in advancing the EMS program, using a format agreed to by the client and the Contractor.

V. Technical Services & Global Positioning System (GPS) Efforts:

a. MES can create of mapbooks containing environmental field data.

- b. Hardware and Software: can provide, and/or purchase the hardware and software necessary to collect environmental field data.
- c. Configuration and Maintenance: utilizing and configuring the appropriate hardware and software required to provide data to the client for the creation of mapbooks containing environmental field data.
- d. Field Data Collection.
- e. Post-processing of Field Data: differential correction of GPS data and entering data into databases managed by the TOWN.
- f. Preparation of Mapping/GIS Procedure Manuals: develop documents to ensure quality of work, data integrity, accuracy, and uniform procedures.
- g. Survey-grade GPS Survey: The collection or location of data sets that require a positional accuracy to be of or near “survey-grade” quality for both the vertical (Z) and horizontal (X, Y) measurements. Data sets may include various boundaries.
- h. Sub-meter Data Mapping: The collection or location of data sets that require a positional accuracy to be of or near one-meter quality for the horizontal (X, Y) measurements. Typically, this type of data capture is used for “mapping” quality GIS data. The vertical accuracy tends to be near two-meters with many standard sub-meter GPS.

VI. GPS-guided Mapping System Efforts:

- a. With GPS guidance, GIS systems may be used or developed to allow users to navigate in the field via a map interface for routing and data location purposes. This is helpful in minimizing the times needed to locate a field site without having any prior visits.
- b. Application Development: MES can perform the following tasks as related to development of custom applications for data entry, spatial analysis, and internet/intranet access and interoperability.
- c. Integrated Windows and GIS Data Collection and Management Applications: Integrated custom application development and GIS provides the user with more useful and helpful data sets. Applying spatial analysis and reporting capabilities to the user in a custom, integrated fashion allows the user to be more productive and acquire results easier.
- d. Internet/intranet Web Designed GIS and Data Management Applications: Applying GIS and application development to the World Wide Web and local intranet servers allows user access to critical data sets such as iMap Invasives, a consortium developing an on-line, GIS-based, all-taxa invasive species mapping tool, and applications through such standard software as Internet Explorer.

VII. Emergency Services:

- a. During declared emergency events, MES can provide services to help protect the quality of air, land, energy and water resources, and to promote the health and welfare of the citizens of the State.

- b. MES can provide staff trained in emergency response procedures including: 40 hour hazmat, traffic management, HAZCOM, confined space, and FEMA 100-700.
- c. MES can provide certified water and wastewater operations to help maintain vital utility systems.
- d. Equipment: MES maintains equipment such as portable emergency generators, water by-pass pumps, tub/stump grinders, equipment trailers, backhoe and dump trucks and can provide, rent and/or purchase equipment necessary to help prevent impact to the environment.

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