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CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ASHBRIIT, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract for Disaster Debris Recovery Services between the City of Pompano Beach and AshBritt, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and AshBritt, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

**CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR
THE CITY OF POMPANO BEACH**

This Contract is made and entered into on this 16th day of September 2014 by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the "CITY", and AshBritt, Inc., hereinafter called the "CONTRACTOR."

Whereas, the CITY is subject to potential natural and/or manmade disasters, such as hurricanes; and

Whereas, such storms can generate up to an estimated twenty-seven (27) million cubic yards of debris in large scale disasters; and

Whereas, the CITY has determined debris removal, storage, reduction, disposal and recycling is in the best interests of the City of Pompano Beach; and

Whereas, the CITY in the interests of safety, health and welfare, desires to remove, consolidate and properly dispose of such debris; and

Whereas, The CITY desires to engage the services of a qualified and licensed contractor to manage Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Reduction Services following natural or manmade disasters; and

Whereas, procurements under this Contract shall be limited to those which are determined essential to eliminate threats to public health, safety and welfare, to the economic recovery of the affected area for the benefit of the community-at-large, to eliminate immediate threats of significant damage to improved public or private property and to facilitate the restoration of normal public services; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed general contractor with expertise in performing Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Debris Reduction Services following natural or manmade disasters; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed hazardous waste contractor with expertise in the management, handling, transporting and disposal of Hazardous and/or Toxic Waste; and

Whereas, the CONTRACTOR shall provide complete recovery management support, including but not limited to debris management and disaster recovery technical assistance, to CITY personnel in all seven categories of work as defined by the Federal Emergency Management Agency (FEMA) in the Public Assistance Guide FEMA 321; and

Whereas, the CONTRACTOR is experienced in working with federal, state and local emergency agencies and has documented knowledge of federal and state disaster programs, funding sources and the FEMA reimbursement process; and

Whereas, the CITY desires reimbursement of costs, as available; and

Whereas, the CONTRACTOR is experienced in providing adequate and timely data necessary for governmental audits and reimbursement payments relative to disaster recovery efforts; and

Whereas the CITY desires to utilize the solicitation in order to secure the disaster debris recovery services of the CONTRACTOR.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. DEFINITIONS

- A. ASH (as defined in Section IV.F.2)
- B. BULKY HOUSEHOLD WASTE/GARBAGE (as defined in Section IV.F.1.d)
- C. CONSTRUCTION AND DEMOLITION DEBRIS (as defined in Section IV.F.1.b)
- D. CONTRACT ADMINISTRATOR—the City Manager, or other person, designated in writing by the CITY as the primary contact person for the CONTRACTOR.
- E. ELIGIBLE DEBRIS (as defined in Section IV.F.1)
- F. FINAL DISPOSITION SITES—a City-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a City-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
- G. GRANT COORDINATOR—the City Manager, or other representative, who is designated (in writing) by the CITY to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the CITY. (as defined in Section VII.A.)
- H. HAZARDOUS AND/OR TOXIC WASTE (as defined in Section IV.F.1.f)
- I. HOT SPOTS—areas within the city of Pompano Beach where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats. (as defined in Section V.D.9.)
- J. INELIGIBLE DEBRIS (as defined in Section IV.F.3)
- K. LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (see Section IV.G.4.)
- L. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR. (as defined in Section V.I.)
- M. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges. (see Section VI.I.3.)
- N. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. (see Section III.C.-E.) The City manager (or other designee(s) identified by the City Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the CITY unless modified by a written list of persons authorized by the City Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.

- O. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris. (as defined in Section V.F.)
- P. RECYCLABLES (as defined in Section IV.F.1.e)
- Q. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.
- R. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.
- S. TASK ORDER—written authorization issued to the CONTRACTOR by the CITY to define a specific scope of work and the time period authorized for the completion of stated services. (See Section III.E.-F.)
- T. DEBRIS MANAGEMENT SITE(S)—a CITY-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
- U. DEBRIS MANAGEMENT SITE TOWER INSPECTOR—the CITY’S authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Debris Management Site(s).
- V. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY’S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.
- W. TIPPING FEE—a fee based on weight, or volume, of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
- X. WHITE GOODS (as defined in Section IV.F.1.c)
- Y. WOODY VEGETATIVE AND YARD DEBRIS (as defined in Section IV.F.1.a)
- Z. WORK ZONE—the designated area within the City of Pompano Beach that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.
- AA. WORK ZONE MONITOR—the CITY’S authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.
- BB. WORK ZONE SUPERVISOR—the CITY’S authorized representative designated to maintain the overall organization/coordination of the Eligible Debris collection in the assigned Work Zone.

II. ACRONYMS

- A. C & D – Construction and Demolition
- B. CA – Contract Administrator
- C. FEMA – Federal Emergency Management Agency
- D. NTP – Notice To Proceed
- E. ROW – Right(s) of Way
- F. DMS –Debris Management Site(s)

III. GENERAL

- A. The purpose of this Contract is to provide Removal, Hauling, Disposal And Recycling of all Eligible Debris (as defined in Section IV.F.1.), to provide DMS Operations and Management of Eligible Debris generated as a result of natural or manmade disasters within the City of Pompano Beach, to provide Technical Assistance to CITY personnel and Additional Services, if needed, in accordance with the terms and conditions set forth herein.
- B. The Contract shall be for a one (1) year period, commencing on the date of award and terminating one (1) year from that date. The CITY may, at its discretion and with consent of the CONTRACTOR, extend the Contract under all of the terms and conditions contained in this Contract for four (4) additional one (1) year periods following Commission approval, and maintaining the same scope of services and terms and conditions as stated under the original Contract.
- C. All executed addendums to this agreement become part of this Contract for the remaining term(s).
- D. In the event service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to provide service upon the request of the CITY. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.
- E. Until a written notice to proceed (NTP) is issued by the CITY to the CONTRACTOR, no level of disaster recovery work is approved, guaranteed or implied under this Contract.
- F. Upon receipt of the written NTP, the CONTRACTOR shall commence mobilization of personnel and equipment.
- G. In addition to the NTP, the CITY shall issue a Task Order that shall set forth the specific scope of work and the time period authorized for completion of services to be performed by the CONTRACTOR.
- H. In the event that the CITY does not issue a NTP to the CONTRACTOR during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the CONTRACTOR under this Contract.

IV. STATEMENT OF WORK

A. Disaster Debris Removal, Hauling, Disposal and Recycling

1. The CONTRACTOR'S primary responsibilities are:

a. Removal of Eligible Debris:

This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) as defined in Section I. R.

b. Segregation of Eligible Debris:

This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C & D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.

c. Hauling Eligible Debris from designated Work Zone as defined in Section I.Z.:

This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Debris Management Site(s) (DMS) as defined in Section I.T., and/or the Final Disposition Site(s) as defined in Section I.F.

d. Final disposal and recycling of Eligible Debris:

This shall mean the transportation of non-recyclable Eligible Debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by CITY. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined in Section I.Q., broker or end-user approved by the CITY.

e. Management and Operations in the Work Zones:

This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.

f. Preparation of reports as the CITY may require:

This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the CITY to track expenses for debris removal operations.

2. The CONTRACTOR'S secondary responsibilities are:

a. Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the CITY:

This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the CITY. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the CITY.

b. Collection and removal of Eligible Debris from CITY-owned property, canals, waterways or other areas as directed by the CITY:

This shall mean assisting the CITY and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from CITY property, facilities and waterways to the DMS and/or Final Disposition Site(s).

B. Debris Management Site(s) Management and Operations

1. The CONTRACTOR'S primary responsibilities are:

a. Management and Operation of the DMS:

This shall mean assisting CITY in the selection of DMS; establishing the DMS layout; the baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; preparation, maintenance, supervision and safety of the DMS to accept and process all Eligible Debris in accordance with all local, state and federal rules, standards and regulations; erecting and maintaining roofed inspection tower(s); maintaining the DMS ingress, egress and interior roads for the entire period of DMS operations; the closure and restoration of the DMS to pre-work conditions;

- b. Segregation of all Eligible Debris prior to reduction:
This shall mean the sorting and separation of Eligible Debris into distinct categories, including but not limited to woody vegetative and yard debris, C & D, white goods, bulky household garbage/waste, recyclables, tires, dead animals and hazardous and/or toxic waste;
 - c. Processing and reduction of Eligible Debris:
This shall mean the reduction of Eligible Debris by such means as chipping, grinding and incineration provided a burn permit has been obtained and approved by the CITY.
 - d. Loading of Eligible Debris:
This shall mean placing stored and/or reduced, Eligible Debris and recyclable materials into CONTRACTOR'S vehicles and initiating a Load Ticket for final disposition.
 - e. Disposal of ash, as defined in Section IV.F.2., produced by DMS operations:
This shall mean the loading of the residue from Eligible Debris that has been incinerated at the DMS for transportation by the CONTRACTOR'S vehicles to a City-approved landfill lawfully permitted to accept the residue material.
 - f. Provide reports, as may be required, to the CITY and/or other agencies:
This shall mean Load Tickets, daily tonnage/volume reports of Eligible Debris accepted at DMS, equipment/vehicle lists, daily timesheet tickets, finished production reports, FEMA reports and any other reports needed by the CITY to track expenses for debris storage and reduction services.
2. The CONTRACTOR'S secondary responsibility is:
- a. Acceptance, processing, reduction and loading of Eligible Debris received from various contractor or municipality haulers:
This shall mean providing all DMS services to any other County, Municipality or authorized agent approved by the CITY to use these services and/or facilities.
 - b. Acceptance and disposal of ash residue from haulers other than City -contracted haulers is **not** permitted:
This shall mean that ash produced from sources other than the City-approved DMS will not be accepted at the DMS for final disposal.

C. Technical Assistance

- 1. The CONTRACTOR'S primary responsibility is:
 - a. Assistance and guidance, as defined in Section VII., to CITY personnel in the completion of any and all forms necessary to apply for the reimbursement of expenses from state and federal agencies, including but not limited to FEMA.
This shall mean assisting the CITY in the timely preparation, completion and submittal of Preliminary Damage Assessment documentation, Project Worksheet(s), Scope of Work and Cost Estimates, preparation of claim documentation for reimbursement requests, documentation support and consultation and negotiation services.
 - b. Training for CITY personnel on disaster recovery processes and procedures.
This shall mean providing orientation and training sessions, as defined in Section VII.A.2., including but not limited to key city personnel and Business Unit representatives.

D. Additional Services

1. The CONTRACTOR shall perform the additional services, including but not limited to the services listed below, as defined in Section VII.B.5., upon issuance of a Task Order by the CITY, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms:
 - a. Private Property Demolition and Debris Removal
 - b. Marine Debris Removal
 - c. Hazardous and/or Toxic Waste Disposal
 - d. Dead Animal Carcasses
 - e. Fallen Trees
 - f. Hazardous Stumps
 - g. Fill Dirt
 - h. Sand Screening
 - i. Freon Removal
2. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost, as defined in Section VII.B.6.:
 - a. Training and Assistance
 - b. Preliminary Ground level Damage Assessment
 - c. Preliminary Aerial level Damage Assessment
 - d. Mobilization and Demobilization
 - e. Mobile Command Unit
 - f. Temporary Storage of Documents
 - g. Debris Planning Efforts
 - h. Closure and Remediation of DMS
 - i. Reporting and Documentation

E. CONTRACTOR'S Guaranteed Response Time

1. A knowledgeable and responsible representative for the CONTRACTOR shall be physically on site and ready to report to the Contract Administrator (CA), as defined in Section I.D., or authorized designee within twenty-four (24) hours after receiving a written NTP from the CITY.
2. The CONTRACTOR shall have available for CITY use (In Compliance with Section VII.B.6.c) a helicopter with pilot within two (2) hours of notification that a disaster may have occurred in the CITY. CONTRACTOR shall be responsible for meeting this time table whether or not a NTP has been issued.
3. The CONTRACTOR'S representative shall have the authority to implement all those actions required to begin the execution of the NTP, including but not limited to the following:
 - a. The CONTRACTOR, within three (3) days of receipt of the NTP, shall provide in writing to the CITY multiple, estimated Minimum Level of Service Commitments and/or Plan(s) of Action that shall be included as Exhibit A, attached hereto and incorporated herein.
 - b. The estimated commitments and action plans shall include but are not limited to the following:
 - Mobilization schedules
 - Eligible Debris estimates
 - Number of calendar days allowable for completion of services
 - Resource, equipment and personnel designations and requirements
 - Operational plans for debris removal in the designated Work Zones

- DMS Layout(s) and Operational plans
- Method used to record Eligible Debris tonnages/cubic yards
- Minimum processing/reduction rates at the DMS
- c. The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
- d. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the CITY, and the decision shall be based on the actual severity and impact of the disaster event.
- 4. Once level of service commitments and action plans are approved, the CITY shall issue to the CONTRACTOR a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

F. Debris Classifications

1. Eligible Debris: Debris that is produced or generated by declared, natural or manmade disasters, is placed at streetside by residents and/or commercial establishments or cleared from rights-of-way located within the City of Pompano Beach and falls under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) white goods, 4) recyclables, 5) hazardous and/or toxic waste, and 6) any other disaster-generated debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.
 - a. Woody Vegetative and Yard Debris: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.
 - b. Construction and Demolition Debris (C & D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
 - c. White Goods: Includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
 - d. Bulky Household Waste/Garbage: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
 - e. Recyclables: Includes but is not limited to materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires. These materials shall be transported to a recycling facility, a broker or an end user.
 - f. Hazardous and/or Toxic Waste: Includes but is not limited to debris, such as petroleum products, paint products, gas containers, electrical transformers and known or suspected hazardous materials, such as asbestos, lead-based paint, or other chemicals or toxic matter.
2. Ash: Ash is the residue produced by incineration of the burnable, Eligible Debris.
3. Ineligible Debris. Debris-not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.

G. Conduct of Operations

1. The CONTRACTOR shall provide all labor, personnel, tools, equipment, transportation, supervision and all other services and/or facilities (including temporary power generation, communication equipment and base camps/housing for CONTRACTOR'S staff) necessary to accomplish the Statement of Work and Scope(s) of Service as described herein.
2. The CONTRACTOR shall provide Disaster Debris Recovery Services in a good, workmanlike manner demonstrating the level of expertise of the profession.
3. The CONTRACTOR shall comply with all federal, state and local safety and health requirements.
4. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform Disaster Recovery Services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
5. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and CITY governments or agencies, or of any public utilities.
6. The CONTRACTOR'S employees or subcontractors shall not exhibit any pattern of repeated discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, city staff or other contractors.
7. The CONTRACTOR shall conduct operations in such a manner as to minimize damage to existing City and private property and improvements and to the public and private infrastructure.
8. The CONTRACTOR shall be responsible for property damage and personal injury to the extent caused by its negligent acts or omissions or willful misconduct, during the course of performance under this Contract. Such damage or injury must be properly substantiated, documented and reported to the CA or an authorized designee.
9. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under this Contract nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any resident, business or institution for work performed under this Contract.
10. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone during the period of this Contract.
11. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the CITY under this Contract with Eligible Debris hauled for other Counties or Municipalities.

H. Work Hours

1. The CONTRACTOR shall conduct those debris removal and reduction operations generating noise levels above that normally associated with routine traffic flow from dawn until dusk, unless otherwise directed by the CA.
2. Work may be performed seven (7) days per week, including holidays and as approved by CITY.
3. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CITY and the CONTRACTOR.

V. DISASTER DEBRIS REMOVAL, HAULING, DISPOSAL AND RECYCLING

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining Work Zones within the City of Pompano Beach in order to facilitate crew tasking and to provide coordination with the CITY Work Zone Supervisor, as defined in Section I.BB., property owners and the public relative to the timing of passes.
2. The CONTRACTOR shall provide debris removal services from the Work Zone(s) designated on Exhibit C, to be created within seven calendar days of execution of the contract, attached hereto and incorporated herein, which shows the Work Zone List, including Descriptions and Maps.
3. The CONTRACTOR, with approval from the CA, shall establish and schedule collection routes and shall be responsible for coordinating deliveries with the designated DMS staff, disposal facilities staff and recycling facilities staff.
4. The CONTRACTOR shall collect the Eligible Debris from public and/or private ROW within the City of Pompano Beach and transport it to the DMS approved by the CA.
5. The collection, hauling or disposal of Ineligible Debris, as defined in Section IV.F.3. is not within the scope of this Contract.
6. If, however, the Ineligible Debris poses a threat to the health, welfare or safety of the community-at-large, the CITY may direct the CONTRACTOR, in writing, to handle, haul or dispose of Ineligible Debris. The CITY shall authorize such services and pay the CONTRACTOR for these services performed.
7. The CONTRACTOR is responsible for hauling the Eligible Debris from the DMS to a previously approved landfill that is permitted to accept non-recyclable debris. Recyclable materials shall be hauled to an approved recycling facility, broker or end user for further processing and/or marketing.
8. The CONTRACTOR shall make at least two (2) passes, as defined by Section V.F., through the designated Work Zones, or more, as required by the CA.
9. The CONTRACTOR shall not move from one designated Work Zone to another Work Zone without prior approval from the CA.
10. Separation or segregation of Eligible Debris at street level shall be performed by the CONTRACTOR as directed by the CA. Debris at the DMS shall be grouped into six (6) categories, as noted in Section IV.A.b. All materials in these categories shall be collected, including hazardous and toxic waste.
11. The CONTRACTOR shall keep Eligible Debris sorted at street level and shall haul segregated debris so debris categories are not combined or mixed together while being transported.
12. All work performed by the CONTRACTOR shall be done in conformity with all applicable federal, state and local requirements, regulations, and ordinances governing personnel, equipment and work place safety.
13. The CONTRACTOR shall operate in accordance with all Florida Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways.
14. The CONTRACTOR shall be responsible for the control of pedestrian and vehicular traffic in the Work Zone. The CONTRACTOR'S traffic control personnel and equipment shall be in addition to the personnel and equipment necessary to perform all other work described in this Scope of Service.

15. The CONTRACTOR shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations.
16. All trucks/equipment shall be permanently numbered and shall be inspected by the CA, or an authorized designee, prior to their use by the CONTRACTOR. All equipment shall be in good working condition. The CITY reserves the right to deny the use of equipment not deemed to be in good working order.
17. The CONTRACTOR shall provide a serialized, four-part or electronic Load Ticket, as defined in Section V.I. The Load Ticket shall be initiated at the loading site in the Work Zone by the CITY'S Work Zone Monitor, as defined in Section I.AA. The final disposition Load Ticket shall be initiated at the DMS by the CITY'S DMS Tower Inspector, as defined in Section I.U.
18. The equipment staging area(s) for the CONTRACTOR'S use shall be established in cooperation with the CA, and it is the CONTRACTOR'S responsibility at the equipment staging area(s) to monitor fueling and equipment repairs to prevent and mitigate spills, including but not limited to, petroleum products, hydraulic fluids and synthetic oils or lubricants. No major equipment repairs are to be performed at the staging area.
19. The CONTRACTOR shall also set up plastic liners, when necessary, under stationary equipment such as generators and mobile lighting equipment. If a spill occurs, it shall be the responsibility of the CONTRACTOR to notify the CA and to clean up the spill immediately at the CONTRACTOR'S own cost.
20. The CONTRACTOR shall provide the CA with daily reports and electronic spreadsheets that disclose the cubic yards/tonnage removed from the assigned Work Zone for the current day, as well as cumulative totals and other reports or information the CITY deems necessary, including reports described in Section IV.A.e., to detail the progress of debris removal, disposal and recycling.
21. The CONTRACTOR'S supervisory personnel shall communicate with the CA daily to determine progress of debris removal work, including but not limited to the locations of CONTRACTOR crews, status of clean up efforts in assigned Work Zones and any property damages arising out of or relating to the work performed by the CONTRACTOR.
22. The CONTRACTOR shall comply with all applicable FEMA guidelines when performing disaster debris recovery services.
23. The CITY reserves the right to inspect the Work Zone(s), verify quantities of debris and review operations and equipment at any time.
24. The CITY may initiate additions, deletions or other modifications to the Scope of Service by written change order.

B. Performance Schedule

1. The CONTRACTOR shall commence mobilization under this Contract only upon receiving a written NTP from the CITY.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the Work Zone and the maximum allowable time to complete the scope(s) of service, as mutually agreed by the CITY and the CONTRACTOR.
3. Upon receipt of the Task Order, the CONTRACTOR shall begin debris removal operations within the authorized Work Zones in accordance with the approved action plans.
4. The CONTRACTOR shall submit daily progress reports to the CA, indicating the status of current operations, projection reports for Eligible Debris removal within the

designated Work Zone and any other reports that may be required by the CA as defined in Section VII.C.

C. Certification of Load Carrying Capacity

1. Prior to commencing debris removal operations, the CONTRACTOR shall present to the CA, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards.
 - a. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the CONTRACTOR and an authorized representative of the CITY. Maximum volumes may be rounded up to the nearest cubic yard, if the incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard.
 - b. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form(s).
 - c. The CONTRACTOR and CITY representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented.
 - d. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.
2. The CONTRACTOR shall submit to the CITY within 30 days of execution of the NTP, a Vehicle and Equipment List, which will be attached hereto and incorporated herein as Exhibit D, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment, make and model, license plate number, CONTRACTOR'S assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. The name of the CONTRACTOR, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each CONTRACTOR truck shall prominently display a sign stating that it is a "City of Pompano Beach Storm Debris Removal" vehicle.

D. Equipment

1. All loading equipment shall be operated from the ROW using buckets, boom and grapple devices and/or hydraulic or mechanical lift systems to collect and load debris. The CONTRACTOR, without exception, shall not be permitted to hand load trucks/trailers unless prior, written authorization is given by the CITY. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder unless directed by the CITY.
2. The CONTRACTOR is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the CONTRACTOR shall assure that all loads are transported without threat of harm to the general public, private property and/or public infrastructure.
3. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain

the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck).

4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The CA or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior CITY approval.
5. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the CA immediately. With CITY approval, the truck shall be re-measured, another Truck and Trailer Volume Measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity.
6. Equipment used under this Contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cu.yds. or larger) and non-rubber-tired equipment must be approved by the CA.
7. Trucks/equipment shall be inspected and approved by CA or authorized representative prior to its use by the CONTRACTOR.
8. Trucks or equipment that is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
9. In anticipation of certain "hot spots," as defined in Section I.I. and the need to quickly respond to certain calls or areas, the CONTRACTOR shall make two "Helping Truck" crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of "advertising" in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

E. Ownership and Disposal of Debris

1. Upon collection from public and/or private ROW all debris, including the ash residue from the DMS, shall become the property of the CONTRACTOR.
2. The CONTRACTOR shall be responsible for either the lawful disposal or recycling of all debris collected and/or transported, including hazardous and toxic waste.
3. The CONTRACTOR shall use only City-approved disposal sites or recycling facilities unless prior written consent is obtained from the CITY.
4. Any revenue earned for recyclable materials recovered from the Eligible Debris shall be credited to the CITY to be applied against invoices received from the CONTRACTOR.

F. Scheduled Passes

1. The number and schedule of passes, as defined in Section I.O., shall be coordinated by the CA with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or City agencies.
2. The CONTRACTOR, as directed by the CA, shall make multiple, scheduled passes of each Work Zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster.
3. The CONTRACTOR shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner.
4. At all times, the CONTRACTOR shall know the names and current location of all subcontractors and the location of all equipment under their direct supervision.

5. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) initiated by the CITY, and the PSA shall advise residents to separate and place all Eligible Debris at the curbside of the ROW.
- G. Traffic Control**
1. The CONTRACTOR shall mitigate impact on local traffic whenever possible.
 2. The CONTRACTOR shall be responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices.
 3. The CONTRACTOR shall provide all flag persons, proper signs, equipment, safety vests and other necessary devices and shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all Work Zones. At a minimum, one flag person shall be posted at each end of each active loading site within the designated Work Zone.
- H. Use of Debris Management Site(s)**
1. The CONTRACTOR shall use only DMS sites pre-designated by CITY and CONTRACTOR unless otherwise approved by the CA.
 2. The DMS Supervisor, as defined in Section I.V., shall direct all dumping and loading operations effectively and efficiently so that the debris removal and disposal process will progress in a systematic and predictable manner.
 3. The CONTRACTOR shall be responsible for hauling all Eligible Debris, including but not limited to recyclables, reduced debris, ash residue from the DMS incinerators and any other disaster-generated debris located at the drop-off sites that may be established for the residents by the CITY.
 4. The DMS operators shall be responsible for loading all vehicles at the DMS for final disposition of debris, and the CONTRACTOR shall provide vehicles as needed under the direction of the DMS Supervisor to ensure there is no significant accumulation of debris at the DMS.
 5. The CITY makes no representations regarding the turn-around time at the DMS; however, the CONTRACTOR shall inform the CA if any problem arises regarding inability of trucks/vehicles to load and/or unload in a timely manner.
- I. Load Tickets**
1. Serialized, four-part Load Tickets or electronic version, shown within Exhibit B, attached hereto and incorporated herein, shall be used for recording cubic yards/tons of Eligible Debris removed from Work Zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility, shown as Exhibit E, attached hereto and incorporated herein.
 2. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Numbers shall be recorded on a Load Ticket Log, attached hereto and incorporated herein within Exhibit B, by the CA or authorized designee. No Load Tickets shall be unaccounted for. If a Load Ticket is voided for any reason, at least one copy of the ticket must be retained by both the CONTRACTOR and the CITY for accounting purposes.
 3. Each Load Ticket shall contain the following information:
 - Preprinted ticket number
 - Assigned vehicle/equipment number
 - VIN number (if, requested)
 - Vehicle/equipment driver's name
 - Contract number

- CONTRACTOR name
 - Date
 - Loading time
 - Dumping time
 - Maximum capacity in cubic yards
 - Load size, either in tons or cubic yards
 - Debris classification
 - Assigned Work Zone
 - Dumpsite location (DMS/final disposition site)
 - Work zone monitor's signature
 - Dumping site supervisor's signature (DMS/final disposition site)
4. The Load Tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.
 5. Initial Load Ticket. The original Load Ticket shall be initiated by the Work Zone Monitor and used to record CONTRACTOR'S load information of Eligible Debris hauled to the DMS for storage and reduction.
 - a. The Work Zone Monitor, or an authorized CITY representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the Load Ticket indicating that all info contained on the form is correct.
 - b. The Work Zone Monitor shall give all copies of the initial Load Ticket to the CONTRACTOR'S hauler/driver prior to departure from the Work Zone.
 - c. Upon arrival at the DMS:
 - i. The CONTRACTOR'S hauler/driver shall give all copies of the initial Load Ticket to the CITY DMS Tower Inspector, as defined in Section I.U.
 - ii. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of Eligible Debris.
 - iii. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the CONTRACTOR'S truck/trailer.
 - iv. The DMS Tower Inspector and an authorized CONTRACTOR representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the CITY.
 - v. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.
 - vi. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records, give one copy to the hauler/driver and give the remaining copies to the CONTRACTOR'S representative for the CONTRACTOR'S records.
 6. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS.

- a. The DMS Tower Inspector, or authorized representative, shall initiate a Load Ticket for final disposition of disaster debris, residue or recyclables at the DMS.
 - b. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign the Load Ticket indicating that all information provided is accurate.
 - c. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records. One copy shall be provided to the CONTRACTOR'S representative in the tower and two copies shall be given to the hauler prior to departure from the DMS.
7. Upon arrival at the Final Disposition Site or recycling facility, the CONTRACTOR'S hauler shall give the two copies to the Disposal/Recycling Site Supervisor.
 - a. The Disposal/Recycling Site Supervisor shall visually validate the load volume/weight and note the dump time on the final disposition Load Ticket, retain one copy of the Load Ticket and give the remaining copy to the CONTRACTOR'S hauler.
 - b. The CONTRACTOR shall submit one copy of the Load Ticket and corresponding Disposal/Recycling Site scale ticket to the CITY with the daily disposal report and retain one copy for the CONTRACTOR'S files.
 - c. In addition to the above, when recyclable, Eligible Debris is taken to a recycling facility, broker or end-user, the CONTRACTOR shall include the name and address of the recycling facility, broker or end-user, the amount and type of recyclable materials delivered and the final use or product produced from the recyclable material, if known, in the daily report to the CITY.
 8. The CONTRACTOR shall summarize the information from the Load Tickets of the previous day and submit an electronic Load Ticket Spreadsheet, attached hereto and incorporated herein within Exhibit B, to the CITY on daily basis.

J. Measurement

1. Eligible Debris collected and hauled by the CONTRACTOR shall be measured by the cubic yard as predetermined through truck bed measurement, or by the ton as weighed (if a scale is available) when entering the DMS or final disposition site(s).
2. The CITY DMS Tower Inspector, or an authorized representative, shall inspect each load hauled by the CONTRACTOR to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
3. If the DMS Tower Inspector determines by visual inspection that the load volume (measured in cubic yards), is different than that recorded on the Load Ticket, the load volume shall be adjusted at the DMS by the DMS Tower Inspector and shall be recorded on the Load Ticket as the official documentation for the load size. Load Tickets validated by the DMS Tower Inspector shall document the measurement.
4. If the CITY DMS Tower Inspector and the CONTRACTOR representative disagree on the cubic yard volume of the truck load of Eligible Debris, the DMS Tower Inspector shall take photos of the load, document that the Load Ticket is incomplete and notify the CA that a final determination of the load size in cubic yards is needed. The CA shall review the photos taken and make the final determination of the load size in cubic yards.

VI. DEBRIS MANAGEMENT SITE(S) MANAGEMENT AND OPERATIONS

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining the selection of DMS within the City of Pompano Beach and shall provide DMS management and operational services at the approved DMS. The DMS List, Descriptions and Maps will be completed within thirty (30) days of execution of this contract, designated as Exhibit E, attached hereto and incorporated herein.
2. Upon approval of DMS selections by the CA, the CONTRACTOR shall submit a Site Layout Plan and Operations Plan to the CA for review.
3. At a minimum, the Site Layout Plan and Operations Plan shall address the following:
 - a. A list of DMS, including the site location, physical description of site, acreage available for use and a site map
 - b. Site management, including but not limited to point-of-contact and organizational chart
 - c. Accessibility to site
 - d. Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
 - e. Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end-users.)
 - f. Site safety
 - g. hazardous and toxic waste materials plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
 - i. Remediation and restoration
4. The CITY may request that additional DMS be opened, if the need arises, and the CONTRACTOR shall have three (3) days following notification of new DMS to prepare a Site Operations Plan.
5. The CONTRACTOR shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce and incinerate Eligible Debris and to load CONTRACTOR vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.
6. The CONTRACTOR shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for CONTRACTOR'S staff) to accomplish the Statement of Work and Scope of Service as described herein.
7. The CONTRACTOR shall manage and supervise the DMS to accept Eligible Debris collected under this Contract and other contracts or agreements approved by the CITY.
8. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security and safety measures.
9. The CONTRACTOR shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the CA.
10. The CONTRACTOR shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS.

11. The CONTRACTOR shall be responsible for the sorting, separating and stockpiling of Eligible Debris at the DMS and shall ensure that the Eligible Debris remains segregated at the DMS.
12. DMS Supervisor shall ensure that all Eligible Debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.
13. The CONTRACTOR shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing CITY personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to CITY, have a roof to facilitate the observation and quantification of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.
14. After obtaining prior approval from the CITY, the CONTRACTOR shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of Eligible Debris.
15. Before white goods received at the DMS that contain Freon are hauled to the Final Disposition Site, the CONTRACTOR shall remove and dispose/recycle all the Freon in accordance with applicable regulatory requirements. The CONTRACTOR shall be responsible for and shall provide all manpower and equipment necessary to load CONTRACTOR'S vehicles at the DMS for final disposition of reduced debris and/or recyclable materials.
16. The CONTRACTOR shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS.
17. The CONTRACTOR shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste.
18. Upon completion of the debris reduction process, the CONTRACTOR shall clear the DMS of all debris, including hazardous and toxic waste, and restore the site to its previous condition and use to the satisfaction of the CA. Restoration will take place within thirty (30) days after the conclusion of the CONTRACTOR'S activities.
19. The CONTRACTOR shall comply with local, state and federal safety and health requirements.

B. Performance Schedule

1. The CONTRACTOR shall commence work under this Contract only upon receiving a written NTP from the CITY and shall continue until the CITY determines the work is complete.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the CITY and the CONTRACTOR upon the assessment of the amount of debris produced.
3. The CONTRACTOR is required to process and reduce Eligible Debris at a specified hourly processing rate. The required minimum reduction/disposal rate shall be achieved no later than the third calendar day after receipt of a written Task Order. This minimum production rate shall be increased in the event the CITY exercises the option for additional reduction capacity, either by supplying additional equipment or opening another DMS. This rate shall be determined, in part, by the severity of the

disaster and the amount of debris produced and shall be equitably negotiated by the CITY and the CONTRACTOR.

4. All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the CA that the last load of debris has been delivered, unless the CITY initiates additions or deletions to the Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

C. DMS Considerations

1. The CONTRACTOR shall perform all testing of soil and groundwater at the site(s) pre-selected for use as DMS at the time when site preparation begins. The test results shall serve as a baseline for soil and groundwater conditions at the DMS. Certified copies of the test results shall be provided to the CA before site operations begin.
2. The CONTRACTOR shall also conduct continuous groundwater sampling once operations commence, including samples taken from hazardous and toxic waste, ash and fuel storage areas.
3. The CONTRACTOR shall perform soil and groundwater testing during the closure of the DMS which shall serve as a comparison to the baseline testing to determine whether soil or groundwater contamination has occurred.
4. The CONTRACTOR shall be responsible for preparing the DMS to accept the debris, including but not limited to:
 - a. Clearing, erosion control, grading, construction and maintenance of haul roads and entrances
 - b. Providing utility clearances and sanitation facilities, if needed
 - c. Protecting existing structures at the sites
 - d. Repairing any damage caused by DMS operations at no additional cost to the CITY
5. The CONTRACTOR shall be responsible for installing site security measures and maintaining security for site operations at the DMS.
6. The CONTRACTOR shall manage the site to minimize the risk of fire, including but not limited to locating fire extinguishers throughout each DMS as required by OSHA regulations and employing personnel trained in incipient fire suppression operations and safety procedures, such as operation of fire extinguishers and water trucks.
7. The CONTRACTOR shall be responsible for the storage, removal and containment of ash from all burning operations. At the end of each burning cycle, the ash residue from the air curtain incinerator shall be removed from the burning area and placed in a pre-identified ash disposal area. The containment area shall be "wetted down" periodically to prevent particles from becoming airborne.
8. The CONTRACTOR shall erect an inspection tower with a roof to facilitate observation and quantification of debris hauled to DMS. Tower construction method and material shall be approved by CITY prior to construction.
9. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the DMS.
10. The CONTRACTOR shall provide all flag persons, proper signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person shall be

posted at each entrance to direct traffic to the site unless otherwise approved by CITY.

D. DMS Closure Requirements

1. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of receiving the last load of disaster-generated debris.
2. The site closure shall include removal of equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), final groundwater and soil testing, grading the site and restoring the site to pre-work conditions.
3. The site shall be restored in accordance with all federal, state and local requirements.
4. The CONTRACTOR shall receive approval from the CA as to the final acceptance of a site closure.

E. Equipment

1. The CONTRACTOR shall provide all equipment necessary to prepare the site, accept Eligible Debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition.
2. Prior to the commencement of Eligible Debris storage and reduction operations at the DMS, the CONTRACTOR shall submit to the CITY a Vehicle and Equipment List, attached hereto and incorporated herein as Exhibit D, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment to be used for debris handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. All equipment must be in compliance with applicable federal, state and local rules and regulations.
4. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements.
5. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
6. Reduction of Eligible Debris may be accomplished by chipping and grinding, provided the processing rate defined in Section VI.B.2. can be maintained. (Section VI.F. specifies requirements for chipping and grinding procedures.)
7. If approved by the CITY, the reduction of burnable Eligible Debris shall be accomplished by portable air curtain incinerators, pursuant to Section VI.F incinerators herein.

F. Chipping and Grinding

1. The CONTRACTOR shall use chipping/grinding as a method of woody debris reduction. Because the volume reduction achieved by chipping/grinding may not be as great as the volume reduction achieved by incineration, incineration is the preferred method for debris reduction.
2. The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
3. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be

used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris.

4. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

G. Portable Air Curtain Incinerators

1. There shall be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles and a minimum distance of 1,000 feet between the portable incinerator and the nearest building.
2. The CONTRACTOR must ensure that the public and workers are kept a safe distance from the incinerator.
3. The burn shall be extinguished at least two (2) hours before removal of the ash.
4. No hazardous or contained-ignitable material is to be dumped into the incinerator.
5. The CONTRACTOR shall ensure that the public and employees are protected from the burn operation by the use of signs, fences and other protective measures.
6. Emissions shall meet state and federal standards for burning operations.
7. The CONTRACTOR shall be responsible for dust control while handling ash materials.
8. Water trucks shall be provided by the CONTRACTOR and stationed at each DMS and shall be used to reduce the threat of fire from all types of debris, to dampen areas, including temporary roadways, to suppress dust from vehicles/equipment entering and leaving the DMS and to aid in suppressing fires.

H. Hazardous And/Or Toxic Waste (hazardous and toxic waste) Issues

1. The CONTRACTOR shall be required to construct a containment area at the DMS for hazardous and toxic waste that has been received at the DMS. This containment area shall consist of an earthen berm with a non-permeable soil liner. The hazardous and toxic waste containment area must be covered at all times with a non-permeable cover.
2. The CONTRACTOR shall immediately report the presence of any hazardous and toxic waste at the DMS to the CA, or authorized designee. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area.
3. The CONTRACTOR shall abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.
4. Hazardous and toxic waste abatement shall be accomplished in accordance with the CONTRACTOR'S *hazardous and toxic waste Debris Management Plan* and *Environmental Protection Plan*, which shall become part of this Contract. The plan includes but is not limited to:
 - a. Establishing and implementing proper handling procedures for hazardous and toxic waste, including household hazardous waste, which after a disaster may become concentrated and no longer be considered *de minimus*.

- b. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.
- 5. All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS.
- 6. Hazardous and toxic waste shall be collected and removed from the DMS by the CONTRACTOR'S Hazardous and/or Toxic Waste Recovery and Disposal personnel.

I. CONTRACTOR hazardous and toxic waste Spills

- 1. The CONTRACTOR shall be responsible for reporting hazardous and toxic waste spills to the CA and cleaning up all hazardous and toxic waste spills caused by the CONTRACTOR'S operations at no additional cost to the CITY.
- 2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations.
- 3. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center (as defined in Section I.M.) and to the CA immediately following discovery.
- 4. A written follow-up report shall be submitted to the CA not later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:
 - a. Description of material spilled (including identity, quantity, manifest number)
 - b. Determination as to whether or not the amount spilled is EPA/State reportable
 - c. Exact time and location of spill, including description of the area involved
 - d. When and to whom it was reported
 - e. Affected stream or waters
 - f. Cause of incident
 - g. Equipment and personnel involved
 - h. Injuries or property damage
 - i. Duration of discharge
 - j. Containment procedures initiated
 - k. Summary of all communications the CONTRACTOR has had with press, agencies, or Government officials other than CA
 - l. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

J. Load Ticket

See Section V.I. herein.

K. Measurement

See Section V.J. herein.

VII. ADDITIONAL ASSISTANCE

A. Technical Disaster Recovery Assistance

- 1. Grant Administration
 - a. The CITY'S appointed Grant Coordinator (as defined in Section I.G.), or an authorized designee, shall manage and direct grant project application(s), documentation and the reimbursement/close-out process.

- b. The Grant Coordinator, or an authorized representative, shall be the contact person for the CONTRACTOR in matters regarding FEMA public assistant grants and shall act as liaison between FEMA and the CITY.
 - c. The Grant Coordinator, or an authorized representative, shall issue a written NTP to the CONTRACTOR for Technical Services to be provided during the term of this Contract. No level of technical assistance work shall commence until a written NTP is received by the CONTRACTOR from the Grant Coordinator.
- 2. FEMA Training Sessions
 - a. The CONTRACTOR shall conduct annual orientation and training sessions for CITY key personnel in areas, including but not limited to, Request(s) for Public Assistance and preparation of grant project application(s), criteria for eligible work and eligible costs and FEMA requirements for quality and quantity of required documentation to support requests for reimbursement.
 - b. The CONTRACTOR shall conduct the training sessions for CITY personnel in all categories of emergency work (Categories A – G, as defined in FEMA 322), including but not limited to the following:
 - i. One day training session for specific administrative personnel
 - ii. One day training session for operational representatives
- 3. Preliminary Damage Assessment (PDA)
 - a. Upon request from the CITY before a formal NTP is issued by the CITY to the CONTRACTOR, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local preliminary damage assessment team responsible for determining the impact and magnitude of the disaster event before federal assistance is requested.
 - b. The CONTRACTOR shall assist CITY personnel in identifying damaged facilities, quantifying types of damaged areas, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the estimated, physical and financial impact of the disaster.
- 4. The CONTRACTOR shall assist CITY personnel in developing a plan of action for the formulation of the Project Worksheet, developing and documenting a proper Scope of Work and estimating costs necessary to repair the damage and/or replace facilities for all categories of emergency work (Categories A – G, as defined in FEMA 322).
 - a. The CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and CITY inspection team(s) responsible for identifying the damaged site(s).
 - b. The CONTRACTOR shall assist CITY personnel in the identification of work eligible for disaster assistance by FEMA and the preparation of a quantitative estimate of the work necessary to complete repairs.
- 5. Documentation Support
 - a. The CONTRACTOR shall assist CITY personnel in the preparation and completion of any and all forms and/or documentation necessary to support the reimbursement claims made to state or federal agencies, including but not limited to FEMA.
 - b. Documentation shall include but is not limited to Project Applications, Project Worksheets, Requests for Public Assistance and all other disaster-generated documentation needed for the payment of claims, such as records tracking

administrative allowances, donated resources and labor timesheets and repair expenses.

- c. The CONTRACTOR shall assist CITY personnel in the review of documentation for accuracy, quality and completeness before submitting for payment of claims.
 - d. The CONTRACTOR shall assist CITY personnel in the preparation and submittal of any and all necessary cost substantiation requests, replies to any and all agency inquiries and/or appeals to any and all agency denials.
6. Consultation and Negotiation Services
- a. The CONTRACTOR shall provide guidance to CITY personnel on issues involving federal and state reimbursement of disaster-generated expenses.
 - b. The CONTRACTOR shall assist CITY personnel in negotiations with federal and state officials.
 - c. The CONTRACTOR shall assist CITY with the exploration of alternative funding options through other federal or state programs, including but not limited to the Environmental Protection Agency and the US Department of Agriculture.

B. Additional Services/Compensation

- 1. If, upon written agreement by the CITY and the CONTRACTOR, the CONTRACTOR shall perform additional services beyond the Scope(s) of Service in this Contract, and if such additional services are not required as a result of error, omission or negligence of the CONTRACTOR, then, in such an event, the CONTRACTOR shall be entitled to additional compensation.
- 2. The additional compensation shall be computed, using the attached Pricing Schedule(s), by the CONTRACTOR on a revised Minimum Level of Service Commitment(s) and/or Plan(s) of Action proposal(s) and submitted to the CA, or an authorized representative, for review and approval by the CITY. The cost and timeframe for the completion of services shall be agreed upon before commencement of any additional services by the CONTRACTOR. The Minimum Level of Service Commitment(s) and/or Plan(s) of Action shall be incorporated into this Contract by a written Amendment.
- 3. Upon acceptance of the Minimum Level of Service Commitment(s) and/or Plan(s) of Action, the CITY shall issue a Task Order to the CONTRACTOR, and the Scope of Work shall be performed by the CONTRACTOR according to the approved terms.
- 4. Any additional service or work performed before a written Amendment to this Contract shall not be compensated by the CITY.
- 5. Additional Services that may be requested by the CITY include but are not limited to the following:
 - a. Private Property Demolition and Debris Removal—The CONTRACTOR shall operate beyond the public ROW only as identified and directed by the CITY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.
 - b. Marine Debris Removal—The CONTRACTOR shall clear canals and waterways of marine debris only as identified and directed by the CITY.
 - c. Hazardous and toxic waste Disposal—The CONTRACTOR shall collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations as directed by the CITY. The coordination for hazardous and toxic waste removal and disposal

at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR.

- d. Dead Animal Carcasses—As identified and directed by the CITY, the CONTRACTOR shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the DMS and/or Final Disposition Site at an approved landfill.
 - e. Fallen Trees—Any Eligible Debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the CONTRACTOR at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed by the CONTRACTOR.
 - f. Hazardous Stumps—Any Eligible Debris, such as hazardous stumps, that poses a threat to life, public health and/or safety shall be identified by the CONTRACTOR and reported to the Work Zone Monitor. The CONTRACTOR shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY. The CITY reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the DMS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations
 - g. Fill Dirt—As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
 - h. Sand Screening—The CONTRACTOR shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible Debris removed from the sand shall be collected, hauled and processed at the DMS.
 - i. White Goods—The CONTRACTOR shall recycle all eligible white goods as defined in Section IV.1.c. in accordance with all federal, state and local rules, regulations and laws. There is no additional payment for the handling of white goods. The cost is included in the cubic yard price for debris removal.
 - j. Freon Recovery. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR at the DMS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
6. The CONTRACTOR shall offer the following additional services to the CITY at no cost:
- a. Assistance and Training—as defined in Section VII.A.
 - b. Preliminary Ground level Damage Assessment—Upon request from the CITY before a written Task Order is issued, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the CONTRACTOR shall assist CITY personnel in

identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

- c. Preliminary Aerial Damage Assessment – Upon request from CITY, and before a written task order is issued, the Contractor will provide a qualified, authorized representative, along with the pre-arranged use of a helicopter (including a pilot) for an aerial determination of the impact and magnitude of the disaster event before federal assistance is requested. This service shall also be available for the first thirty (30) days following an event, and shall be provided at no cost to the CITY. The CITY shall support FEMA reimbursement for the aircraft should funding for the service be available, but FEMA funds collected shall be payment in full with no payment due from the City for the service. In addition, the CONTRACTOR shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.
- d. Mobilization and Demobilization—All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and equipment needed to perform the Scope of Service contained herein shall be made by the CONTRACTOR.
- e. Mobile Command Unit—Use of the mobile command unit for CITY debris recovery management personnel to serve as a field operations command center.
- f. Temporary Storage of Documents—Storage of daily or disaster-related documents and reports for protection during the disaster event.
- g. Debris Planning Efforts—The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the CITY. These planning efforts shall include but not be limited to development of a debris management plan, identification of adequate debris management sites, estimation of debris quantities, and emergency action plans for debris clearance immediately following event.
- h. Closure and Remediation of the DMS—The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS site to its original state.
- i. Reporting—The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services.

C. Reporting

- 1. Commencing with the issuance of a Task Order, the CONTRACTOR shall submit a daily report to the CA that fully and completely describes the CONTRACTOR'S operations conducted that day.
- 2. The daily report shall contain, at a minimum, the following information:

- a. Contractor's Name
 - b. Contract Number
 - c. Date of work performed
 - d. Subcontractor's Name(s)
 - e. Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)
 - f. Employee daily time tickets, for hourly rates if needed
 - g. Location of Work Zone
 - h. Location of DMS
 - i. Daily and cumulative totals of debris collected
 - j. Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category
 - k. Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
 - l. Copies of Load Tickets for day
 - m. Copies of Damage Reports and Resolutions
 - n. Any inspections conducted by federal, state or local government agencies
 - o. Any damages to private property caused by CONTRACTOR operations
 - p. Any problems encountered or anticipated
3. The CONTRACTOR shall submit daily projection reports, which shall outline an action plan indicating estimates of Eligible Debris collection/transportation and debris reduction with a one-, two- and seven-day forecast.
 4. At completion of work performed under this Contract, the CONTRACTOR shall prepare and submit a detailed description of all Eligible Debris collection and transportation activities conducted, including but not limited to, total volume/tonnage of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume/tonnage of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

VIII. INVOICING

- A. The CONTRACTOR shall invoice the CITY on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed.
- B. The invoice submitted by the CONTRACTOR to the CITY shall be an original invoice and not a faxed copy or carbon copy.
- C. The invoice shall be sent to:
City of Pompano Beach
Attention: Public Works Director
P.O. Drawer 1300
Pompano Beach, FL 33061
- D. The CONTRACTOR (on the first of each month) shall be entitled to invoice for 90% of the line items after work is completed on a monthly basis.
- E. The invoice shall be completed and signed by the CONTRACTOR.

- F. The invoice shall describe the work performed during the invoice period and be supported by such data as the CITY may reasonably require to include but not limited to the following:
 - 1. Each invoice shall contain verification of each cubic yardage/tonnage collected and hauled by the CONTRACTOR by attaching a copy of each Load Ticket.
 - 2. Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
- G. The CITY may temporarily remove any disputed amount, by line item, from the invoice for review.
- H. The CONTRACTOR shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- I. The CONTRACTOR shall provide clarification and a satisfactory explanation of charges to the CITY prior to payment of those charges.
- J. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- K. Upon receipt of the CONTRACTOR'S invoice and written approval of same by the CITY'S authorized representative, the CITY shall pay the CONTRACTOR through payment issued by the Clerk of the Court pursuant to the Florida Prompt Payment Act.
- L. The CONTRACTOR will be subject to audit by federal, state, and local agencies upon request by said parties.
- M. Payment to the CONTRACTOR for services outlined in this Contract shall not be contingent on funding from one source.

IX. PAYMENT

- A. The CONTRACTOR shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only Eligible Debris.
- B. If any load is determined to contain material other than Eligible Debris, the load will not be accepted, and the CONTRACTOR will not be paid for removing, hauling, disposing or processing that load.
- C. The CITY may direct the CONTRACTOR to handle Ineligible Debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the CITY shall give prior written authorization for the handling of this debris and the CITY shall pay the CONTRACTOR for these services performed.
- D. Payment for work completed by the CONTRACTOR shall be invoiced on a monthly basis, commencing with the first day of the month following the first full month of service. Invoices shall be based on verified and approved cubic yard/tonnage quantities from the daily operational reports and valid Load Tickets signed by the CITY'S authorized representative.
- E. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- F. Pursuant to the Pricing Schedule and Hourly Pricing Schedule, Exhibit F, attached hereto and incorporated herein, the CONTRACTOR shall invoice the CITY for the following:
 - 1. The removal, hauling and disposal of Eligible Debris (as defined in Section V.):
 - a. each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and

- b. each validated load hauled from the DMS for final disposition at a City-approved landfill or recycling facility; and
 - c. tipping fees incurred at a City-approved landfill based on the current tipping fee at the time of disposal.
- 2. DMS Management and Operations (as defined in Section VI.) including:
 - a. selection, preparation and layout of site;
 - b. management, maintenance and operation of the DMS;
 - c. the sorting, segregation, processing and reduction (chipping, grinding or incinerating);
 - d. groundwater and soil testing;
 - e. furnishing materials, supplies, labor, tools and equipment necessary to perform services;
 - f. providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures;
 - g. loading reduced/stored and initiating Load Tickets for final disposition; and
 - h. closure and remediation of DMS.
- 3. Additional Services (as defined in Section VII.B.5.):
 - a. Additional services, including but not limited to the services listed below shall be performed by the CONTRACTOR upon issuance of a Task Order by the CITY:
 - i. Private Property Demolition and Debris Removal
 - ii. Marine Debris Removal
 - iii. Hazardous and/or Toxic Waste Disposal
 - iv. Dead Animal Carcasses
 - v. Fallen Trees
 - vi. Hazardous Stumps
 - vii. Fill Dirt
 - viii. Sand Screening
 - ix. Freon Removal
 - b. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost (as defined in Section VII.B.6.):
 - j. Training and Assistance
 - ii. Preliminary Damage Assessment
 - iii. Mobilization and Demobilization
 - iv. Mobile Command Unit
 - v. Temporary Storage of Documents
 - vi. Debris Planning Efforts
 - vii. Closure and Remediation of DMS
 - viii. Reporting and Documentation
 - c. Travel and Per Diem Costs incurred by the CONTRACTOR, or any employees/subcontractors of the CONTRACTOR, during the term of this Contract shall be paid by the CONTRACTOR. The CITY will not pay any Travel or Per Diem costs incurred by the CONTRACTOR.
- I. Other than the rates described herein, the CONTRACTOR shall not be entitled to payment for expenses, fees or other costs incurred at any time and in any connection with performance of work under the Contract.

- J. Any CONTRACTOR or subcontractor that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (as defined in Section I.K.) shall not be authorized to perform services as outlined in the Scope of Service and the said CONTRACTOR/subcontractor shall not be paid for any services performed.
- K. At the request of either party, the CITY may modify the CONTRACTOR'S Pricing Schedule for each subsequent contract year, after the first contract year, and the new Pricing Schedule shall be increased by multiplying the Consumer Price Index (CPI) by 75%. The formula shall be as follows:

$$\text{Contractor Fee} \times (1 + 75\% \text{ of CPI}) = \text{Subsequent Year Fee}$$
 - 1. The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending December 31 preceding each new contract year.
 - 2. If the CPI is discontinued or substantially altered, the CITY may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.
- L. The CONTRACTOR shall be entitled to invoice the CITY for 90% of the line items, after work is completed, on a monthly basis (the first of each month). The remaining 10% will become due after all Eligible Debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the CITY, all subcontractors and material suppliers verify that they have been paid and the CONTRACTOR submits a proper, final invoice.
- M. Final payment shall be released to the CONTRACTOR upon approval by the CA.

X. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment, safely operated, for all tasks.
- B. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.
- C. Additionally, the CONTRACTOR shall employ when possible local area vendors qualified to assist in the Debris Recovery Services operation.
- D. The CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.
- E. The CONTRACTOR must be duly licensed in accordance with the state's statutory requirements to perform the work.
- F. The CONTRACTOR shall be responsible for determining what permits are necessary to perform work under the Contract. The CONTRACTOR shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the CA.
- G. If burning as a method of reducing Eligible Debris is determined as necessary by the CITY, the CITY shall assist the CONTRACTOR in obtaining a burn permit to allow air curtain incineration at the DMS.
- H. The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the CITY.
- I. Any and all CONTRACTOR documents, records, disks, original drawings, photos, videos or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

- J. The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Contract. Furthermore, the CITY shall have access to such books, records, documents and photos as required in this Contract for the purpose of inspection or audit. This provision shall extend three (3) years beyond the term of this Contract or any extension thereto.

XI. INDEPENDENT CONTRACTOR

- A. All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY.
- B. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification.
- C. The CITY reserves the right to require the CONTRACTOR to remove any employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable.

XII. OTHER CONTRACTS

- A. The CITY reserves the right to issue other contracts or direct other contractors to work within the Scope(s) of Service included in this Contract.
- B. The CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form.

XIII. CITY OBLIGATIONS

- A. The CA, or an authorized representative, is designated by the CITY to be the primary contact person for the CONTRACTOR, and this Disaster Debris Recovery Services Contract shall be administered on behalf of the CITY by the Solid Waste Division of the Public Works Department of the CITY.
- B. The CITY shall provide inspectors for the monitoring of Eligible Debris collection, segregation and removal operations in the Work Zones.
- C. The CITY inspectors shall examine each load hauled from the Work Zones by the CONTRACTOR to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- D. The CITY shall provide DMS Monitors to inspect each load received by the CONTRACTOR at the DMS to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- E. The CITY monitors shall inspect all vehicles/equipment entering and leaving the DMS to ensure that haulers do not add excessive amounts of water or soil to debris prior to unloading/loading.
- F. Should operation of equipment be required outside of the ROW, the CITY shall provide a Right-of-Entry Agreement, Hold Harmless Agreement and a Non-duplication of Benefits Agreement executed with the Property Owner prior to CONTRACTOR work being authorized.

XIV. TERMINATION

- A. This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature pages ; however, if any work or service hereunder is in progress but not

completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CA.

- B. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with the required thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed.
- C. Termination by the CITY for cause, default or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision, and the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. The thirty (30) day advance written notice requirement is waived in the event of termination for cause.
- D. In the event there should occur any material breach or material default in the performance of any covenant or obligation by the CONTRACTOR which has not been remedied within five (5) calendar days after receipt of written Notice of Termination from the CITY specifying such breach or default, the CITY may, if such a breach or default is continuing, terminate this Contract with the CONTRACTOR immediately. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

XV. FORCE MAJEURE

A. Force Majeure

Except for any payment obligation by either party, if the CITY or CONTRACTOR is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or CONTRACTOR to correct the adverse effect of such event of force majeure.

B. Events

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the CITY or CONTRACTOR from performing any of its obligations (other than payment obligations) under this Contract:

- a. Strikes and work stoppages unless caused by a negligent act or omission of CONTRACTOR or its agents or assignments;
- b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of CONTRACTOR, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively incumbent weather; and
- c. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.
- d. Suspension, termination or interruption of utilities necessary to the operation of the Project.

C. Economic Hardship

Economic hardship of the CONTRACTOR shall not be considered an event of Force Majeure.

D. Modification

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this section, time is of the essence.

XVI. LIQUIDATED DAMAGES

- A. The CONTRACTOR and CITY agree that the CONTRACTOR'S compliance with the terms of this Contract is of great importance. As such, the CITY, or an authorized representative, shall monitor, inspect and verify the CONTRACTOR'S activities for compliance.
- B. The CONTRACTOR and CITY acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the CITY due to the CONTRACTOR'S failure to comply with the terms of this Contract and for which the CONTRACTOR would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the CONTRACTOR for the following failures to comply with the Contract:
 - 1. A \$5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in the Contract. (see Section IV.G.1)
 - 2. A \$1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the Contract (see Section V.A.10.-11.)
 - 3. A \$1,000.00 per incident charge for failure to properly segregate Eligible Debris at DMS as outlined in the Contract (see Section VI.A.12.)
 - 4. A \$500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the Contract (see Section V.A.5.)
 - 5. A \$500.00 per incident charge for acceptance of ineligible or unauthorized disaster-generated debris at the DMS as outlined in the Contract (see Section VI.A.12.)
 - 6. A \$1,000.00 per day charge for failure to provide all reports and Load Tickets as outlined in the Contract (see Section VII.C.)
 - 7. A \$1,000.00 per day charge for failure to provide adequate traffic control as outlined in the Contract (see Section V.A.14. and VI.C.9.-10.)
 - 8. A \$1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the Contract (see Section V.A.15. and VI.A.9.)
 - 9. A \$5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone (see Section IV.E.2.-3.)
 - 10. A \$5,000.00 per day charge for failure to maintain the minimum processing rate, unless non-compliance is due to insufficient debris amounts being delivered to the site. (see Section IV.E.2.-3.)
 - 11. A \$1,000.00 per day charge for failure to close-out DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)
 - 12. A \$1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)

XVII. LIENS AND TAXES

- A. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of Florida or otherwise by any person or

persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against the CONTRACTOR.

- B. The CONTRACTOR shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The CONTRACTOR shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this Contract.
- C. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

XVIII. INDEMNIFICATION AND HOLD HARMLESS

- A. The CONTRACTOR shall pay on behalf of and indemnify and hold harmless, the CITY, its commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, omission, or default of the CONTRACTOR arising out of or in any way connected with the CONTRACTOR'S (or CONTRACTOR'S officers, employees, agents, volunteers, or subcontractors, if any) performance or failure to perform duties under the terms of this Contract. This section of the Contract will extend beyond the term of the Contract.
- B. The CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, even if claim is groundless, false or fraudulent.
- C. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.
- D. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

XIX. INSURANCE

- A. Insurance Procurement. Before performing any contract work, the CONTRACTOR shall procure and maintain, during the term(s) of this Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by Insurance Department in the State of Florida and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written specific approval by the City Risk Management Division.
 - 1. Worker's Compensation: CONTRACTOR will provide Worker's Compensation Insurance, on behalf of all employees who are to provide service under this Contract, as required under Florida Laws, Chapter 440, the Jones Act and Longshoreman and Harbormasters exposures, and Employers Liability no less than \$100,000 per employee per accident; \$100,000 employee per disease and \$500,000 disease aggregate.
 - 2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual products and complete operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over twenty-six (26) feet, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate covering all work performed under this Contract.
 - 3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than

- \$1,000,000.00 combined single limit covering all work performed under this Contract (Limits may be satisfied by combining an Umbrella form and an Automobile form for a combined total limit of \$5,000,000.00)
4. Umbrella Liability: With limits of not less than \$5,000,000.00 per occurrence covering all work performed under this Contract.
 5. Hazardous Materials Insurance: For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until the Risk Management Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract.
 - a. CONTRACTOR'S Pollution Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to all hazardous materials identified under the Contract.
 - b. Asbestos Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract.
 - c. Disposal - When applicable, the CONTRACTOR shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. Hazardous Waste Transportation - When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
 - e. Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the Contract.
 6. Additional Insured: All policies, required by this Contract with the exception of Professional Liability or Worker's Compensation, unless specific approval is given by the City Risk Management Division, are to be written on an occurrence basis, shall name the CITY, its commissioners, officers, employees, agents and volunteers as additional insured as their interest may appear under this Contract, and the insurer(s) shall agree to waive all rights of subrogation against the CITY, its commissioners, officers, employees, agents or volunteers.
 7. Subcontractor Insurance: Insurance and insurance provisions, itemized in this Contract, and required of the CONTRACTOR, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to subcontractors.

- B. Each insurance policy required by this Contract shall:
1. Separate Application of Insurance. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits to the insurer's liability.
 2. Suspended, voided, Canceled Insurance. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Risk Management Division.
 3. City Coverage Review. The City Risk Management Division shall retain the right at any time to review coverage, form and amount of insurance.
 4. The CONTRACTOR'S Liability. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damages, injury or loss caused by any act, neglect, omission or default connected with this Contract.
 5. Premium Payments. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the CITY is an insured under the policy.
 6. Claims Made Policies. Claims Made Policies will be accepted for professional and hazardous material and such other risks as are authorized by the City Risk Management Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
 7. Insurance Certificates. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the CITY'S Contract number and the description of work are to be furnished to the City Risk Management Division prior to commencement of work and a minimum of thirty (30) days prior to expiration of the insurance contract when applicable, included as Exhibit I, attached hereto and incorporated herein. All insurance certificates shall be received by the City Risk Management Division before the CONTRACTOR will be allowed to commence or continue work.
 8. Notice of Accident. Notice of Accident (occurrence) and Notice of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S insurance company and the City Risk Management Division as soon practicable after notice to the insured.

XX. PERFORMANCE BOND

- A. Letter of Commitment. The CONTRACTOR shall furnish to the CITY a letter of Commitment to perform services, Exhibit G, and a letter of Commitment for a Performance Bond from a surety company to be included as Exhibit H, attached hereto and incorporated herein, within five calendar days of the execution date of this Contract by the City of Pompano Beach.

- B. The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder, a Performance and Payment Bond shall be executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, in the amount of (Ten Million) \$10,000,000, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materials and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better. Said bond shall be subject to the approval by the City Manager and Commission of the City of Pompano Beach, Florida.

XXI. ATTACHMENTS

- A. Scenarios & Response, Plan of Action, Documentation & Reimbursement
- B. Debris Information Management System (DIMS)
- C. Work Zones
- D. Vehicle and Equipment List
- E. Debris Management Site(s) List and Map
- F. Pricing Schedule
- G. Commitment Letter to Perform Services
- H. Letter of Commitment for Performance and Payment Bond
- I. Certificate of Liability Insurance
- J. FHWA Form 1273

XXII. MISCELLANEOUS

- A. No amendment, change or addendum to the Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. For any material change in the Scope of Services or any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for the CONTRACTOR shall agree in writing to this change. For all other changes, the CITY'S Administrative Agent and the CONTRACTOR'S representative shall agree in writing to the change.
- B. Any reference to a specific chapter of the Florida Statutes in this Contract shall mean the Florida Statutes and shall by reference be made a part of this Contract as though set forth in full.
- C. Any reference to a Specific City Employee in this Contract shall also include the authorized designee of that employee.
- D. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except the claims for the money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law. The rights and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Broward County, Florida.

If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

- G. CONTRACTOR agrees that all work performed on FHWA roads will comply with all the terms, conditions and requirements set forth in Federal Government Form FHWA-1273, a copy of which is attached hereto and made a part hereof as Exhibit J.
- H. Any notices, invoices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties in the United State mail, postage paid, to the addresses listed below:

CONTRACTOR'S REPRESENTATIVE

Mr. John Noble
Chief Operating Officer
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
(800) 244-5094 Office
(954) 545-3585 Fax
(954) 683-0247 Cell
JNoble@AshBritt.com

CITY ADMINISTRATIVE AGENT

Mr. Dennis Beach
City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Fl. 33061
(954) 786-4609 Office
(954) 786-4504 Fax

Copies:

(a) as to the CONTRACTOR, John Noble, Chief Operating Officer, 565 E. Hillsboro Blvd., Deerfield Beach, Florida 33441

(b) as to the CITY, Mary Chambers, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33061

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Aally J. Fischer
Signature

By: [Signature]
LAMAR FISHER, MAYOR

Shelby R. Bartholomew
Signature

By: [Signature]
DENNIS W. BEACH,
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **LAMAR FISHER**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **DENNIS W. BEACH**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron

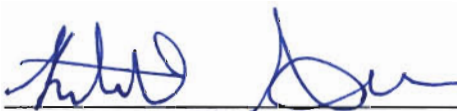
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CORPORATION":

Witnesses:

RS
Signature

Robert Ray
Name Typed, Printed or Stamped

Chris Holsinger
Signature

Christopher Holsinger
Name Typed, Printed or Stamped

AshBritt, Inc.

By: John Noble
Signature

JOHN NOBLE
Name Typed, Printed or Stamped

Title: C.O.O.

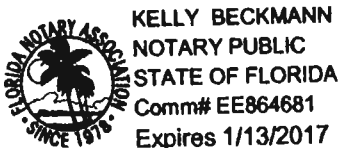
Address: 565 E Hillsboro Blvd
Deerfield Beach, FL 33441

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of
AUGUST, 2014 by JOHN NOBLE
as C.O.O. of ASHBRITT, INC.
(name of corporation), a _____ corporation, on behalf of the corporation.
He/she is personally known to me or who has produced _____
_____ (type of identification) as
identification.

NOTARY'S SEAL:



Kelly Beckmann
NOTARY PUBLIC, STATE OF FLORIDA

KELLY BECKMANN
(Name of Acknowledger Typed, Printed or Stamped)

EE864681
Commission Number

Exhibits

A - Scenarios & Response, Plan of Action, Documentation & Reimbursement

B - Debris Information Management System (DIMS)

C - Work Zones

D - Equipment List

E - Debris Management Site(s) List and Map

F - Pricing Schedule

G - Commitment Letter to Perform Services

H - Letter of Commitment for a Performance Bond

I - 1273 Certificate of Liability Insurance

J - Form FHWA

Exhibit A

8. Project Understanding, Approach & Plans

a. Response Plan

▪ Pre-event Planning Statement

Planning for disaster response and recovery cannot be overstated; it is paramount to the success of any recovery mission. As a value-added service, AshBritt will encourage Pompano Beach to partake in our sponsored annual pre-event planning and training. We, and ultimately the City, benefit from being able to lay a solid foundation for future recovery efforts. We are also able to develop, and is the case with the City further improve, our professional relationship and rapport with key members of the current designated emergency operations staff.

These planning and training sessions allow us to address selections and evaluations for preliminary TDSRS sites and formulation of or updates to debris collection zone maps and primary road clearance routes, as well as designation of critical facilities. We can also review our GIS collection tracking system, while indoctrinating City staff and/or assigned representative. Customization and fine-tuning of the system can also be accomplished at this time. Furthermore, we can research and coordinate more definitely local subcontractor participation. Special considerations such as environmental planning and mitigation concerns, hazardous household waste and hazardous materials handling and disposition, as well as other ancillary services that may be needed, as outlined above, will also be addressed.

AshBritt is very proactive about our involvement in our client communities during our off-season. We believe the better we know our clients and their concerns, the better we can serve them following disaster events.

▪ Temporary Debris Management Site Selection, Planning, and Testing

AshBritt strongly desires to participate in the review and selection of potential temporary debris management sites (DMS/TDSRS) with clients whenever possible. The FEMA 325 *Debris Management Guide* discusses the identification of debris management sites as such: "The planning staff should consider public lands first in order to avoid costly land leases. Existing disposal or recycling facilities that are in close proximity to the disaster area are ideal locations for TDSRS sites. Nearby landfill and recycling center capacities need to be evaluated for site feasibility. Applicant-owned sites that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered as well. State-to-State or county/city-to-county agreements may present possible solutions for public land use."

Based on these guidance and suggestions, a collaborative process of identification, review and on-site inspection of potential TDSRS sites is mutually beneficial to AshBritt and the City. It can preclude potential operational and liability issues that can develop, it can ensure fast-track mobilization, response and production ramp-up in the event of a disaster, and it can aid in a more expeditious, efficient and cost-effective recovery.

We use established operating selection criteria for determining TDSRS viability and practicability. The following page contains an example of our *Debris Site Evaluation Worksheet*, which is a first step planning tool in collecting site data and determining site viability. Logistical, environmental and geographical considerations, as discussed in greater detail herein, are carefully evaluated during the assessment of all temporary debris management sites.


Members of our operations staff will meet with City representatives to discuss and evaluate pre-identified sites. Furthermore, we will use this tool to evaluate the feasibility of additional sites, as may be required. We can assist the City in securing additional sites if tasked or if we deem necessary owing to the extent of damage and debris volumes. AshBritt has a remarkable track record of constructing and managing a multitude of diverse sites, both large and small, with minimal environmental impacts.


Area/Sector/Zone Maps & Emergency Routes

AshBritt can assist the City in preparing preliminary area and sector maps for debris clearance zones, as well as assist with the creation or review emergency clearance route maps. Such maps are often critical to efficient initial damage assessment activities and debris quantity estimations. Typically, preliminary base maps are adjusted after events to ensure the proper allocation of resources to priority areas with the greatest damages and needs. It is highly encouraged to generate initial planning maps well in advance of events.

DEBRIS SITE EVALUATION WORKSHEET				USABLE SITE % Yes / No	
Ash & Associates <small>Environmental Services</small>		CLIENT: _____		WRITER PARK _____	
PRIMARY SITE USE			POTENTIAL SITE USE		
<input type="checkbox"/> TOWNS <input checked="" type="checkbox"/> RALLY POINT <input type="checkbox"/> FDS <input type="checkbox"/> TRUCK MEASURING			<input checked="" type="checkbox"/> TOWNS <input checked="" type="checkbox"/> RALLY POINT <input type="checkbox"/> RESIDENTIAL DROP OFF <input type="checkbox"/> WHITE GOODS CYCLE <input type="checkbox"/> FDS <input type="checkbox"/> TRACK MEASURING <input type="checkbox"/> OTHER _____		
SITE SPECIFICATIONS					
SITE NAME: <u>Dunham Site#40004 ID# 07-12-79 8000-00-01 (Short Name: DUNHAM)</u>					
SITE ADDRESS: <u>1938 Dunham Avenue, Waverly Park, FL 32799-4219</u>					
SITE OWNER: <u>City of Waverly Park</u>					
CONTACT: <u>John McNeely, Director Parks and Rec.</u>		PHONE NUMBER: <u>+1 (407) 559-3124</u>			
GPS COORDINATES TOGAFR <input type="checkbox"/>		SITE ENTRANCE			
LATITUDE: N 78 DEG 30 MIN 24 SEC		LONGITUDE: W 81 DEG 22 MIN 31 SEC			
GIS WEBSITE: <u>http://www.esri.com/gis/vectors/dunham_map.html</u> (actual data used 2004)				TOTAL USABLE ACRES: <u>.5</u>	
INITIAL SITE SURVEY CHECK LIST					
<input type="checkbox"/> Location		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Logistically convenient?	
<input type="checkbox"/> Site is located in the north west corner of the city		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Located in a flood plain?	
<input type="checkbox"/> Site is bordered on 3 sides by residential		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Located on or next to a residential area?	
<input type="checkbox"/> Size		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Size sufficient for all intended uses?	
<input type="checkbox"/> Ease of site to access. Sites may be easily accessed via major state roads		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Expansion capabilities?	
<input type="checkbox"/> Access/Traffic Flow		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Good access roads?	
<input type="checkbox"/> Additional access can be gained on north side of site		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		MCI required?	
<input type="checkbox"/> Development		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Grading, grubbing or clearing required?	
<input type="checkbox"/> Existing ground cover or trees		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		On existing growth on site?	
<input type="checkbox"/> Property line has a cleared area		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Site being sold overseas?	
<input checked="" type="checkbox"/> Safety		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Above ground or under ground utility shops?	
<input type="checkbox"/> Security		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is the site secured?	
<input type="checkbox"/> Environment		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Presence of the waste on site?	
<input type="checkbox"/> There are various obstructions to the lot or the existing rocky road.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Hazardous species suspected?	
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Stems under drainage?	
<input type="checkbox"/> Preceding		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		ACI burning?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		Before ground burning?	
<input checked="" type="checkbox"/> Availability					
<input type="checkbox"/> Is the site available at all times or seasonally? Specify dates and ranges				Site available all year	
<input type="checkbox"/> What is the anticipated need for?				Site owner will be disappointed for years	
<input type="checkbox"/> What weather site historically used for?				Site seasonal in the cold - 3-4 months	
Evaluated by: <u>Chris Knight</u> Date: <u>OCT 10, 2004</u>					

[illegible]

	<h1 style="margin: 0;">SITE EVALUATION WORKSHEET</h1>	USABLE SITE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CLIENT: Pompano Beach, FL		
PRIORITY SITE USE <input checked="" type="checkbox"/> TDSRS <input checked="" type="checkbox"/> RALLY POINT <input type="checkbox"/> FDS <input type="checkbox"/> TRUCK MEASURING	POTENTIAL SITE USE <input checked="" type="checkbox"/> TDSRS <input checked="" type="checkbox"/> RALLY POINT <input type="checkbox"/> RESIDENTIAL DROP OFF <input type="checkbox"/> WHITE GOODS RECYCLE <input type="checkbox"/> FDS <input type="checkbox"/> TRUCK MEASURING <input type="checkbox"/> OTHER	
SITE SPECIFICATIONS		
SITE NAME: Shout Calvary		
SITE ADDRESS: 800 NW 36th Ave Pompano Beach, FL 33060		
SITE OWNER: MICBC		
CONTACT: Anthony Burnett	PHONE NUMBER:	+1 954-943-4122
GPS COORDINATES <input type="checkbox"/> TOWER <input type="checkbox"/> SITE ENTRANCE		
LATITUDE: N <input type="checkbox"/> S DEG <input type="checkbox"/> MIN <input type="checkbox"/> SEC	LONGITUDE: W <input type="checkbox"/> E DEG <input type="checkbox"/> MIN <input type="checkbox"/> SEC	
GIS WEBSITE: Broward County Property Appraiser		TOTAL USABLE ACRES: 5
INITIAL SITE SURVEY CHECK LIST		
<input type="checkbox"/> Location <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Logistically convenient?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Located in a flood plane?		
<input type="checkbox"/> Site <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Located in or next to a residential area?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Size sufficient for its intended use?		
<input type="checkbox"/> Access/Traffic Flow <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Expansion capabilities?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Good access roads?		
<input type="checkbox"/> Development <input type="checkbox"/> Yes <input type="checkbox"/> No MOT required?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Grading, grubbing, or clearing required?		
<input type="checkbox"/> Safety <input type="checkbox"/> Yes <input type="checkbox"/> No Existing roads on site?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Star lanes solid enough?		
<input type="checkbox"/> Security <input type="checkbox"/> Yes <input type="checkbox"/> No Above ground or under ground utility lines?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Is the site secure?		
<input type="checkbox"/> Environment <input type="checkbox"/> Yes <input type="checkbox"/> No Waters of the state on site?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Protective species habitat?		
<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> No Storm water drainage?		
<input checked="" type="checkbox"/> Processing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Grinding?		
<input type="checkbox"/> Yes <input type="checkbox"/> No ACI burning?		
<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> No Open burning?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Below ground burning?		
<input type="checkbox"/> Availability		
Is the site available all year or seasonally? Specify dates and ranges. Year-round		
What is the site currently used for? Recreational		
What was the site historically used for? Adjacent to a church.		
Evaluated by: Tim Mooney Date: April 20, 2014		



Ashley



Environmental

SITE EVALUATION WORKSHEET

CLIENT

City of Pompano Beach FL

SITE SCHEMATIC

Survey Notes

■ *Training Statement & References*

In addition to our ad hoc preparation, pre-planning sessions, and operational assessments, AshBritt management staff conducts annual on-site classroom training and table-top exercises for all of our clients. Our training typically occurs between the months of January and June, but special (and additional) sessions are often arranged if immediate needs arise. Our sessions are generally one to two days in length, 6 to 8 hours per day. They are customized to meet specific client needs, often after direct input and inquiry from the client. More importantly, however, we try to impart as much of our practical knowledge, experience and lessons learned to our clients.

Although many communities and clients that we serve, or will potentially serve, have experienced some level of disaster and the attendant response and recovery actions, including experience with disaster federal funding programs and state and local grant protocols, our management staff and consultants have a more broad-based, yet concentrated and minute knowledge regarding disaster recoveries. We may not have seen it all—by no stretch of the imagination—but collectively we have witnessed, encountered and had to confront and respond to such a wide array of adverse conditions, destruction, damage, work scope, and production and administrative challenges that our “transferable” experience is indispensable to our clients.

Our training attempts to be current and topical, and carefully addresses the current state of FEMA guidance and policy with respects to the federal Public Assistance Program, as well as the current environment of other emergency relief programs, such as FHWA Emergency Relief, Sandy Recovery Act and NCRS Grant Program to name a few. As stated, we largely customize the training to meet the needs of our clients, and it is always lauded as thorough, informative and entertaining. We are proud of our efforts in delivering this service, as many of our competitors falsely claim to offer this valuable service. A general survey of all disaster response clients will show that AshBritt has the best reputation in the industry for delivering this vital preparation and pre-planning.

Some of key points that have been or may be covered during our training include:

- Review of potential disaster threats; historical overview.
- Congressional actions in review and pertinent pending legislation.
- Current debris management environment.
- The Public Assistance Program and new FEMA guidance.
- Relationships of and for local government.
- Benefits of mutual aid and local government collaboration.
- Our Disaster Recovery Team (local and federal government, technical assistance contractor, debris contractor).
- Roles and responsibilities of client key staff members.
- Local government/agency/organization preparedness.
- Required and recommended elected body resolutions.
- Local government actions – management, administration, finance.
- Recovery meetings – applicant's briefing, kick-off meeting, timelines.
- The Office of Inspector General, audits, final inspections and closeouts.
- Benefits of action vs. reaction.
- Best practices for mobilization and response.
- Operations and administrative overview of accepted FEMA practices.
- Local subcontractor and vendor participation goals and/or specific recommend training regimes (AshBritt has and will sponsor workshops and outreach programs).
- Public Information and Notification best practices.
- Project “lessons learned” and debris management best practices.

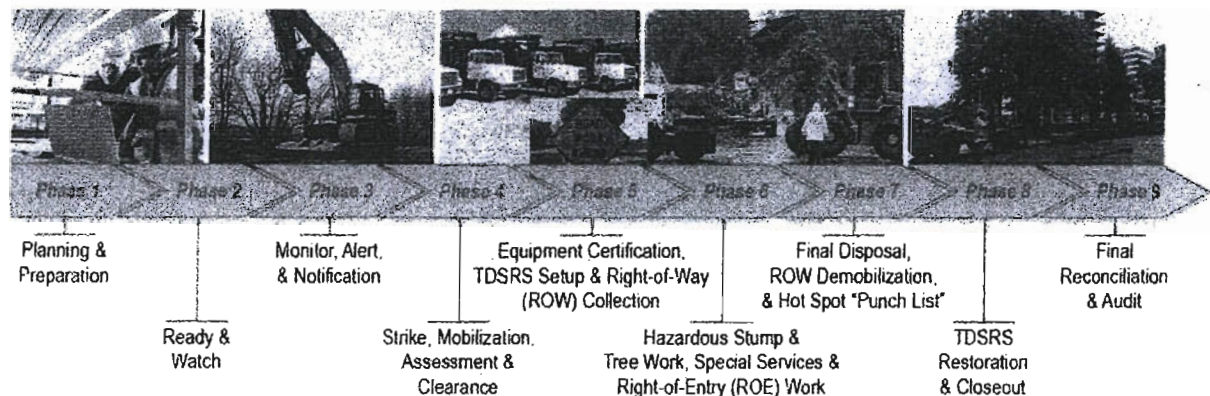
➤ **General event timeline 9 Phase approach**

■ *General Sequence of Emergency Debris Management*

AshBritt has collected, reduced, and disposed of more than 131,000,000 cubic yards of debris in the last 20 years.

AshBritt's entire debris removal and disposal process can be described in the following subsections which illustrate the general sequence of disaster debris removal operations for a known and predictable event, such as a hurricane. It is in no way exhaustive, as identifying all critical actions encompassing debris removal would require quite an extensive narrative.

Additional detailed information regarding the sequence of debris removal operations and the means and methods of such is included in our General Event Sequence Diagram.



AshBritt General Event Sequence Diagram of Debris Management Services

AshBritt follows a proscribed sequence of phases for storm clearing operations that are based on 20 years of experience in a variety of jurisdictions and supporting a variety of clearing operations.

■ Phase 1 – Planning and Preparation

AshBritt will coordinate annually with the City of Pompano Beach to review logistical, operational, and administrative aspects of the potential response and recovery projects. Some of the key issues and elements that will be addressed include: organization and communication structures; verification of contact information; the City expectations and special circumstances; review and critique of current emergency response, mitigation, and debris plans; debris removal site selection and assessment; emergency facilities and route clearance designation and maps review; geographic sectoring, management and infrastructure logistics (GIS review); local subcontractor outreach, identification, screening and engagement; sponsored workshops/fairs for local subcontractors (SBE outreach); staging areas and base camps for personnel, equipment, and resource marshaling areas; clear-zone staging and "rally points;" final disposal sites; coordination with monitoring firm representatives; safety and environmental considerations; and Public Assistance Program, FEMA and FDOT regulations and guidance review, as applicable.

■ Phase 2 – Ready and Watch

As the hurricane season approaches and begins, AshBritt enters a "ready and watch" stage. During this time, we conduct internal reviews of our systems and procedures; inventory and perform maintenance on our equipment and relevant assets and resources; stock up on all necessary supplies and consumables; canvass our teaming partners, subcontractors, suppliers, and reserve personnel; and continue to touch base with the City of Pompano to assure them of our readiness to serve and to garner any new relevant information.

We increase the frequency of our planning and operations meetings to ensure that all key management and support personnel are operationally synchronized for the upcoming season. Several operations management personnel are designated as "Storm Sentries" to regularly track and notify our management team of any imminent threats, though all staff tracks storm activity. We meet with our primary first responder subcontractors and debrief them on any salient modifications to our response plans for the upcoming season.

■ Phase 3 – Monitor, Alert, and Notification

If a storm path aimed at the vicinity of Pompano Beach is identified, AshBritt will begin closely monitoring the track and conditions of the storm. The identified Senior Project Manager or Project Manager will contact the City as a precursor to your official alert stage. We believe it is important to engage communication lines as soon as possible and notify our clients that we are monitoring the status of all impending events. During this phase, we will put our management, supervisory, support, and reserve personnel, as well as our primary out-of-state and local first response subcontractors and suppliers on a preliminary alert status. Our operations staff will review and satisfy our task preparation lists to ensure all necessary supplies, equipment, and assets are ready to go. Additionally, we will secure and ready our mobile command buses, satellite communication systems, and other computer and communications equipment for deployment.

Upon official alert and notification by the City of Pompano of an imminent threat (and likely strike), we will amplify our monitoring and readiness actions. Our operation's team will review the contractual scope of work and any established planning elements that had been derived during the pre-planning and preparation stage. We will put our management team, support personnel, reserve staff and primary and specialty subcontractors on standby status. Select management personnel and our first responder subcontractors will be deployed to the pre-designated rally-points, pending further instruction. AshBritt's Senior Project Manager (SPM) or project Manager (PM) will stay in regular contact with the City and will be accessible on a 24-hour basis. We may deploy one or more Operations Supervisors (OSs) or Foremen to the city (or in the vicinity) pre-strike to ensure we have support on the ground at the impact site immediately following the disaster. We will reserve aircraft to assist the City with their rapid needs and immediate needs damage assessment.

▪ ***Phase 4 – Strike, Mobilization, Assessment, and Clearance***

Following the impact of a debris-generating disaster, AshBritt will immediately deploy management to engage with the City of Pompano and (some senior management could already be on site). Preliminary courses of action and coordination will be addressed at this time. Upon receipt of a task order, all AshBritt personnel, partners, resources, and assets will be put on active status. This will act as the cue to proceed with our pre-established response and mobilization plan. Many of the critical actions here will proceed concurrently. The balance of our key management personnel will arrive on station. We will implement our communications plan as appropriate. Our mobile command buses will be sent to the area. We will deploy aircraft and vehicles to assist the City of Pompano with their initial damage assessment, if requested. We will also assist the PIO with vital public information, as needed.



As part of this assessment, we will review pre-designated staging areas and TDSRS' for continued viability. As staging areas and debris sites are assessed and accepted, we will instruct our local subcontractors to ramp up preparation and our primary first responder subcontractors to deploy to the areas for certification by the City's representatives. Additional support and reserve staff will be ordered to begin deployment, as needed. Subcontractors and personnel will be checked-in and put through an orientation. The AshBritt SPM and PM will coordinate with the City of Pompano Coordinator regarding emergency routes, federal aid roads, and the existing debris management zones, as well as other special logistical aspects. If requested, we will begin mobilizing all the necessary resources to assist with emergency roadway clearance. Debris "push" priorities are generally established during this phase and key facilities are identified. Key facilities in Pompano Beach may include *City Hall on Atlantic Ave*, *The Pompano Beach Fire station*, and the *Broward Sheriff's Office located on South West 3rd Street*.

During our continued assessment, AshBritt field supervisors and ground crews, if dispatched, will conduct a survey of the affected areas to ensure safe passage during the hourly rate clearing phase and upcoming right-of-way (ROW) mission. Emphasis on safety during this phase is critical, as there may be downed electrical lines and other hazardous materials released. Due to the fact that there will be many stakeholders involved during this response phase, AshBritt will maintain a strong commitment to coordination, and our personnel and forces will not interfere with the vital recovery efforts of other organizations and agencies.

In assisting with hourly rate clearing, as coordinated with the City of Pompano Beach, our ground crews will systematically cut, toss, and clear debris from vital travel lanes and emergency facilities. Requisite traffic safety control methods and devices will be employed throughout this phase. All pertinent safety equipment will be supplied and required of ground crews and field personnel. We will work closely with the City to facilitate documentation of all activities for cost reimbursement during this phase (and all applicable phases). We will supply the City with regular progress reports.

As the initial damage assessment and hourly rate clearing are underway, AshBritt's debris site managers and supervisory personnel will ensure that the accepted debris sites are prepared according to contractual requirements, including procurement of all necessary permits. All construction, environmental, safety and logistical factors will be addressed. As these become ready, initial loads of debris may be delivered. Although, debris is not generally collected during the hourly

rate clearing phase of the response, sometimes it is necessary to collect and haul debris to preclude an encumbrance to the clearance mission. At this time public drop sites may also be established with and without our assistance.

▪ ***Phase 5 – Equipment Certification, TDSR Setup, Right-of-Way Collection***

Throughout the initial mobilization, damage assessment, and hourly rate clearing phase, continued efforts are made to coordinate our subcontracting and operations plans. Out-of-area and local subcontractors with whom we have established commitments are contacted and instructed to deploy to our established staging areas within the impacted area. Equipment certification areas will be established at select staging areas to examine the operability and safety of hauling vehicles and to measure and assign a load carrying capacity to them. This certification becomes the official tracking identification for all loads that a particular vehicle hauls. The measured capacity of all hauling vehicles is identified on the truck certification form and on a placard affixed to each vehicle. All truck certifications are manually logged, scanned, and entered into our proprietary Disaster Information Management System (DIMS). The tracking of certifications is customarily duplicated by the client and/or their representative monitoring firm. (Note: AshBritt maintains a very diligent protocol for field data collection and processing and reporting. This is crucial to successful accounting, invoicing and, in turn, maximum reimbursements.) Once haul vehicles are measured in, they are assigned a zone per the pre-established geographic area management plan (or any modifications made thereto owing to the initial damage assessment). Zones are typically divvied up to sole subcontractors to establish continuity and accountability. Once a subcontractor is assigned a zone (or an area in a zone, where large zones have been split), they are responsible for the complete cleanup of that area over the course of the recovery. Subcontractors are not allowed to shift from zone to zone unless cleanup is complete and approval has been granted by AshBritt's field supervisors and the Foreman.



As the hourly rate clearing wraps up, we will accelerate the mobilization and certification of equipment. Moreover, we will increase the numbers of our field Quality Control (QC) and safety personnel to match the equipment deployment. TDSR locations, at least those that are initially identified, will be opened within three (3) days and grinding material within five (5) days of the response. Sites will be fully manned with supervisory, monitoring and safety personnel, traffic control and security personnel, as well as all operators and spotters.

As debris sites become fully approved and operational, the right-of-way mission can be fully accelerated. The collection of debris from the ROW and other public property is basically organized by conducting multiple scheduled collection and removal passes. Passes are conducted in each established zone and/or area simultaneously for the most part; this allows for an efficient and consistent recovery. Organized multiple passes give residents and others affected ample time to remove debris from their private property to the right-of-way. Areas with the greatest damage and corresponding debris are assigned the greatest number of equipment resources (as the area allows).

Three complete debris passes is usually sufficient to complete the cleanup, although extra passes may be necessary in more densely populated areas and areas with the greatest damage and/or special logistical circumstances.

Typically, the first pass of debris collection is completed within the first two to three weeks. The lion's share of debris is collected during this pass. The amount of debris collected diminishes with each subsequent pass. As such, our ROW forces are thinned out over the course cleanup. Our QC field personnel consistently survey and report results in order that we maintain an efficient allocation of resources. As subcontractors complete zones (third pass), the areas are surveyed and closed out; subcontractors are either shifted to areas needing attention or officially released from the job.

Throughout this phase, AshBritt will maintain extensive reporting of all debris loads and will provide the City of Pompano Beach daily, weekly, and monthly status reports to illustrate production rates and progress. Furthermore, all damage claims and deficiencies reported during the course of our debris passes are addressed by our QC field personnel and managed by our claims representative. All claims are managed through our DIMS system.

▪ ***Phase 6 – Hazardous Stump and Tree Work, Special Services, and Right-of-Entry Work***

Usually during the second and third passes of debris collection, specialized equipment and crews are deployed to remove hazardous stumps and dangerous leaning trees and hanging limbs. This work often requires special documentation,

monitoring and reporting. Also, during the first, second and third passes of the right-of-way task, other specialized debris collection and clearance missions may be initiated. These include the removal of debris from drainage systems, sewers, culverts, catch basins, canals, streams or other designated waterways. Also, tasks may be issued for the removal of hazardous trees and debris from other public facilities, such as parks, trails or utility infrastructure (i.e., water plants). The debris created from this work typically becomes part of the general ROW debris stream. A mission to remove, screen, and replace beach sand may be issued. What's more, at debris management sites, programs may be implemented and underway to reduce and recycle white goods and other metals and reusable materials that may have been collected in the debris stream. These are typically segregated during the ROW mission on site and/or at the debris site.

Any right-of-entry work that may be authorized and tasked to AshBritt, which could include just debris removal and/or hazardous tree removal from private property to full-blown demolition and removal of resultant debris from the property—sometimes with the need to handle asbestos containing materials and/or other hazardous materials. This is highly specialized work which requires experienced and certified crews. As this work generally requires a great deal of investigation, assessment, documentation and monitoring it is usually conducted during the third pass (or more) of the mission.

■ ***Phase 7 – Final Disposal, ROW Demobilization, and Hot Spot “Punch List”***

As debris is hauled to the designated TDSR sites, it is constantly managed and processed. Debris is segregated by class. The types of debris are typically reduced by a variety of means, such as grinding, chipping, incinerating, open burning, compacting, mauling, crushing, and baling. Some debris may just be put aside (segregated or contained) for collections by others; this debris includes household hazardous waste, gas containers, rubber tires, scrap metal and other “beyond-scope” materials. AshBritt will not collect HHW.

The disposal of reduced debris is coordinated and scheduled from the onset of the mission. As the ROW mission winds down, resources are scaled back and AshBritt management begins releasing and demobilizing equipment and personnel. We typically maintain Hot Spot crews to respond to special client requests and to complete generated punch lists. The balance of the debris is reduced and final disposal activities continue.

During this phase, AshBritt attempts to route and dispose of debris to its most beneficial use. We employ a variety of means to lessen the burden on local landfills and to encourage recycling and reuse of debris. As with all elements of the project, all debris hauled to final destination sites is carefully tracked and documented to substantiate full and accurate reimbursements.

■ ***Phase 8 – TDSR Restoration and Closeout***

After removal of all debris at the TDSR, the site will be restored to pre-use condition (or better). All equipment and site resources, such as the inspection tower and any fencing or erosion control devices, will be removed. AshBritt's TDSR Site Manager and Foreman will conduct a final closeout inspection with a representative of the City and execute a final release upon determination the site meets the approval criteria.

■ ***Phase 9 – Final Reconciliation and Audit***

For the final phase of the mission, AshBritt's experienced accounting team will conduct a final audit/reconciliation with either the City of Pompano Beach representatives or their designated agent (monitoring company). All truck certifications, load tickets, work logs, time sheets, invoices, etc. will be reconciled to ensure all eligible work has been accurately accounted for and invoiced.

➤ **Service & Operations: Detailed Methods**

The following discussion illustrates the general methods and technical approach of our disaster response and recovery services (scopes of work). Brief explanations and experience statements are included where applicable. AshBritt is uniquely qualified and experienced to provide the City of Pompano Beach with all of these services, as well as other more specialized services, as outlined in *Additional Support Services* narrative.

As touched upon, AshBritt maintains comprehensive *Quality Control, Safety & Health and Special Environmental Monitoring Plans*, along with customized training programs. These materials serve to augment the overviews presented below. Each of our plans and all of our operating procedures has at their core the underlying principles of communication, coordination and cooperation, with the overall goal of an expeditious, safe and cost-effective recovery. These are the keynotes to successful emergency disaster response and recovery. All of our services and operations comply strictly with the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency (EPA) rules, regulations and requirements for maintaining a safe and environmentally responsible work site.

Further, we ensure that all recovery work is performed and documented in conformity with all established Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), Federal Highway Administration (FHWA), and all other applicable federal, state and local authority guidelines for debris removal eligibility requirements. Generally, debris that may be eligible for clearance and removal includes: trees, other vegetative debris, sand and gravel, building wreckage, vehicles, vessels, personal property, and others. To be eligible for FEMA assistance, such removal must be necessary to do one of the following: 1) Eliminate immediate threats of life, public health, and safety; or 2) Eliminate immediate threats of significant damage to improved public or private property; or 3) Ensure economic recovery of the affected community to the benefit of the community-at-large. AshBritt forces will only handle debris in the areas duly designated by the City.

Lastly, as an important function of complying with state and local environmental and business regulations, AshBritt will secure all necessary licenses and permits applicable to the recovery work, and will conduct our operations in coordination with all local agencies and authorities. Applicable licenses and permits may include: a general contractors license, City business licenses, temporary land-use permits, land use variances, grading permits, waste processing permits, recycling operations permits, water and air quality permits, fire department permits, traffic permits, hazardous waste permits, coastal commission land-use permits, National Environmental Policy Act (NEPA) compliance permits, as well as others. Overall, all of our operations, including all subcontracted work, will be completed in accordance with all federal, state and local laws, as applicable.

▪ *Scope of Services/Work Summaries*

Post-Event Initial Actions Overview (Mobilization & Planning)

Within hours following a disaster event, an AshBritt senior manager and other key personnel will meet with City of Pompano Beach representatives. This meeting will serve as a valuable opportunity for City representatives and AshBritt management to develop, beyond our pre-event strategies, a clear, specific approach to proceed with the recovery at hand as efficiently, safely and cost-effectively as possible.

Specifically, the meeting will help to reinforce and establish, at a minimum, priorities for our scope of work, estimates of resources to execute the recovery, priority areas for response and clean-up, confirmation of locations and site plans for temporary disposal sites, proposed lines of communications, assignment of inspectors, specific work and safety rules and hours of operation. Further, project submittals, periodic reporting, public relations guidance and planning for public announcements and notices, as well as any review of applicable FEMA (and other) guidelines and regulations will be discussed.

During this critical time, AshBritt will make available our company aircraft, vehicles, personnel and other resources to assist the City with their rapid needs and immediate damage assessment. Should there be a need, AshBritt will coordinate the mobilization of emergency supplies and temporary shelter and facilities.

Emergency Road Clearance (Push)

AshBritt will mobilize immediately to initiate and conduct, under a supplied plan, emergency road clearance of debris ("first push") from pre-specified primary transportation routes as soon as it is safe to enter work zones (generally, within 6 to 12 hours or sooner). Street clearance is basically accomplished by removing large debris from public roads and complexes and stacking it on public rights-of-way (ROW). Generally, debris will not be collected during this stage, though under certain circumstances debris removal may be conducted.

The primary goal here is to create immediate safe passage for emergency response vehicles and equipment. Mechanized rubber-tired lifting and pushing equipment and specialized ground labor with chainsaws and other hand tools are used to complete this phase of work. We will use our own equipment and tools as well as local subcontractors who are under standby contract with us. Estimates from the initial damage survey will determine the required response necessary to facilitate a rapid recovery. We will escalate equipment and crew sizes to the appropriate level to execute this task. Based on the initial survey, crews will be deployed to areas with the greatest damage and need. The triage method of deployment will apply under all scenarios, ensuring that emergency routes are expeditiously cleared to minimize safety hazards and risks to public health.

Rapid road clearance is achieved through pre-planning and coordination with the City of Pompano Beach, the local workforce and first response subcontractors. Critical pre-specified clearance routes are generally prioritized to target: first, access to hospitals, fire stations, police stations, designated public shelters, airports and other vital public facilities; second, access to essential public and private utility facilities and systems; third, clearance of major arteries; and last, clearance of residential streets and byways.

AshBritt senior management and field supervisors will oversee this critical phase of the recovery, while continuing to assess

the damage via "closer-look" surveys. Crews will be instructed to protect to the greatest extent possible existing undamaged City infrastructure. Any damage that occurs will be documented, reported to the City and rectified in a timely manner. Crews will also be mandated not to interfere to the best of their abilities with the disaster response activities of any governmental agencies or public utility. Further, they will be instructed and drilled to segregate debris to the greatest extent possible, while minimizing the obstruction of driveways, side streets or utilities of any kind.

During this phase, crews will be required to work a minimum of 12 hours per day, though we may arrange for longer schedules if the work is warranted. This phase of the operation is typically completed within 72 working hours (3 to 7 ten hour days) after a declared disaster event. Depending on the magnitude of the disaster, however, full clearance could take longer. Regardless, we will make a concerted effort to complete this task in the most expeditious manner, ensuring that the City maximizes its reimbursement for this phase of work.

Lastly, we will report daily to the City all sub-contractors, certified equipment numbers, volumes of trucks and equipment in use, as well as the number of working personnel. These reports will include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily statistic totals for each equipment type will be reported separately. We will ensure all reporting submitted to City representative is audit quality.

Debris Removal from Rights-of-Way and Public Property

Our prime task for the City of Pompano Beach in a disaster recovery will be debris collection and removal from the public right-of-ways (ROW) and other City property. AshBritt will begin mobilizing personnel, materials, and equipment to or near the City region as soon as a disaster event is deemed imminent. Arriving equipment will be directed to a central "rally point" for measurement and safety certification prior to assignment and deployment.

All applicable information for hauling vehicles will be recorded on a detailed *Truck Measurement Record* form. A digital photo will also be taken. The City or its representative will oversee the process and approve each entry. Information recorded will include: vehicle tracking number; license plate; operating company; driver name; vehicle measurement; vehicle sketch; hauling capacity in cubic yards; and official signatures. A vinyl placard bearing the AshBritt logo and showing the vehicle tracking number and the calculated volume capacity (in indelible ink) will be adhered to the side of the vehicle.

Collection crews are deployed, generally within 48 hours, to pre-established zones. The initial damage assessment typically determines the areas with the greatest needs. We prioritize our crew assignments around these needs. We will conduct strategic meetings with City management and all collection crews prior to dispatch. City management is apprised continually of all progress, and any special requests they may have are swiftly and appropriately addressed. Generally, all disaster generated debris on public property and public rights-of-way, including debris placed on rights-of-way by residents, is eligible for collection. Ultimately, however, the City and FEMA will determine debris eligibility on the project.

Given the typical diverse make-up of a debris stream, vegetative debris is segregated from non-eligible and other debris to the best extent possible at the loading site. Construction and Demolition (C&D) debris, mixed debris, and other non-hazardous debris is separated further at the disposal site. All debris will be mechanically loaded and reasonably compacted; we do not permit hand loading.

Debris collection and hauling is the most important aspect of disaster recovery operations, after all immediate public health and safety hazards have been abated. Collection crews are highly visible to the public and the potential for damage to private property is greatest during this phase. It is critical that work is conducted in the most efficient method possible. Following proven operating guidelines and procedures ensures that the public receives the best service in the most economical manner.

Debris Removal from Private Property (Right-of-Entry)

Private property debris removal (PPDR) or right-of-entry (ROE) work is periodically authorized by FEMA for reimbursement under certain, special conditions. If a homeowner cannot reasonably achieve the remediation of hazards posing immediate threats to public health and safety, PPDR may be authorized. The process of authorization generally entails the completion of an application by the rightful owner, or authorized agent, of the said property. This application will contain as a matter of course a hold harmless indemnification for all parties involved and a duplication of benefits clause.

AshBritt can assist the City with the requests for PPDR work, interpretation of the PPDR eligibility criteria, PPDR rules for the current disaster, and the documentation necessary to authorize work on private property. We have a long history of assisting communities and their residents with this often time cumbersome process. In fact, we are more qualified and intimately familiar with PPRDs than any other contractor in our industry, as we were responsible for managing and completing an unprecedented number for our Mississippi recovery mission, approximately 29,000. The crew composition for PPDR work differs from the crew composition for ROW debris collection. Crews generally consist of specialized personnel

(chainsaw operators, tree climbers and arborists) and aerial reach equipment (bucket trucks, winches and cranes). Depending on the potential hazard, engineers may also be brought in to mitigate any further damage.

Household Hazardous Waste and White Goods Collection

After a disaster event, the destruction of residences, residential garages and sheds or storage facilities will produce quantities of household hazardous waste (HHW) and/or white goods that must be separated from storm-generated debris. AshBritt crews have been trained to identify HHW during ROW and PPDR collection as well as TDSRS debris separation activities.

All HHW and white goods will be segregated at the loading site and at the TDSRS. At the TDSRS such will be separated by type and stored in a containment area prior to proper disposal. Disposal will comply with all local, state and federal regulations and laws. Additionally, we can assist the City in establishing and setting up "citizen drop sites" for the collection of such materials. We will take all precautions to prevent the release of such materials into the environment by providing impermeable, lined storage areas at such sites. Then, if required, by the City we will properly dispose of the materials and remediate such sites.

For our Mississippi mission, approximately 25,000 white goods were segregated, decontaminated, baled and recycled or disposed of lawfully. Additionally, any HHW collected as part of our debris stream was properly contained at our temporary storage sites and lawfully disposed of in permitted landfills. Other items within the debris stream that required special handling included e-waste (i.e., computers, TVs and other electronic items), lawn mowers (and fuel) and tires (customarily not part of the eligible debris stream). We collected and disposed of these under the applicable project guidelines and rules.

Hazardous Material Containment & Abatement

Our *Special Environmental Services Division* can provide temporary containment of any storm-generated hazardous waste. Following Hurricane Wilma, we were responsible for the cleanup of four petroleum discharges caused by debris during the storm. We conducted the following for the project: Free Product Recovery, Contamination Assessment Reports, Initial Remedial Actions, Remedial Action Plans, Contaminated Soil Excavation Removal, Transportation and Disposals Groundwater Monitoring, and Site Restoration.

John Noble, AshBritt's COO, is an Environmental Engineer with a Masters Degree in *Solid and Hazardous Waste Management*. He personally supervises all remediation activities conducted by AshBritt and/or our teaming partners. Furthermore, as stated above, our equipment operators and field personnel are OSHA certified and have completed the HAZWOPER training.

Hazardous Waste and Waste Spills Reporting

Upon occurrence and when applicable, AshBritt will report to the City all identified hazardous materials or any hazardous waste spills. We will fully remediate and clean all hazardous materials or waste spills that occur during our operations at no additional cost to the City. We will take immediate containment actions, as necessary, to minimize the effects of any spills or leaks. These activities will be in full accordance with applicable federal, state, and local laws and regulations.

AshBritt will report any and all spills to the Florida Department of Environmental Protection (FDEP) and the City immediately following discovery. We will then submit a written follow-up report to the City no later than 7 days after the initial report. The written report, at a minimum, will include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.

- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or government officials other than City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

Hazardous Stumps Extraction and Fill Dirt

All uprooted, eligible stumps on public right-of-ways larger than 24 inches in diameter measured 24 inches in height above ground including the root ball, identified as hazardous by the City, will be removed, loaded and transported to the TDSRS.

A City representative will inspect the stump and measure the diameter above the root ball. The stump measurement, specific

point of origin (GPS coordinates), and any notes by the City representative indicating the nature of the stump hazard must be added to the special stump load ticket for proper documentation. A photographic record is required. Proper documentation for eligible hazardous stumps is paramount for FEMA reimbursement. AshBritt will strictly comply with FEMA Recovery Policy - RP95 23.11, Hazardous Stump Extraction and Removal Eligibility, with respects to all hazardous stump removal from approved property.

Our specialized crews will typically consist of heavy loading equipment (i.e., wheel loader, backhoe, crane, etc.), a lowboy trailer and a dump truck holding fill material. Voids created by stump extractions will be filled with comparable and suitable material, usually purchased locally. Ruts and depressions inadvertently caused by contractor equipment and voids created by stump removals will be filled with suitable material and reasonably compacted to grade.

For our Mississippi mission, alone, we extracted approximately 24,000 hazardous stumps, while backfilling over 40,000 voids.

Hazardous Leaning Trees and Hanging Limbs

Hazardous leaning trees on public right-of-ways will be identified, measured (diameter), and documented by the City. Crews will saw-cut as necessary to trim and truncate such trees to facilitate loading. Leaning trees on private property that are encroaching onto the ROW will be saw-cut at the private property when safe to do so. Only the encroaching portion will be removed.

Hazardous trees on private property posing an immediate threat will be addressed on a per case basis. Under an executed waiver and hold harmless agreement, we will remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster. Hazardous hanging limbs ("hangers") on trees located in the ROW will be identified and documented by the City similarly. Generally, hangers are surveyed, located, assessed and logged for a special deployment of crews comprised of bucket trucks and climbers with chainsaws and all necessary personal protection equipment. We will provide sufficient field supervision and quality control for this phase of work.

This phase of work will be conducted in an orderly progression, and we will not move from one designated area to another designated area prior to completion of work and to receiving authorization. We will not enter onto private property during performance of this contract prior to receipt of an executed right-of-entry (ROE).

Temporary Debris Staging and Reduction Site

All activities associated with massive debris clearance, removal, and ultimate disposal operations depend upon the availability of suitable temporary debris staging and reduction sites (TDSRS). Identifying these potential sites before a natural disaster will expedite and facilitate debris removal and subsequent volume reduction and disposal activities. If sites are not yet identified, an experienced AshBritt representative will assist the City in the identification and selection of potential TDSRS.

In congested urban areas where large, prototypical sites are unavailable, the use of multiple TDSRS, twenty-four hour operations, and immediate removal of separated and processed debris can help alleviate the constraints of smaller temporary disposal sites. AshBritt has proven success in establishing and managing single large and multiple small disposal sites.

Baseline Data. Prior to site preparation and activation, AshBritt will assist in establishing baseline data to document a site's pre-use condition. This entails taking ground or aerial video or photographs, noting important structures, fences, culverts and landscaping, analyzing random soil samples and ground water samples. We will evaluate the topography and soil/substrate conditions to determine the best layout for site activities. We will also attempt to limit the modification of the site in order to minimize site closure and restoration costs. Moreover, as part of our initial site assessment we will contemplate environmental factors such as noise, dust, smoke, erosion control, storm water runoff, wetlands, historic preservation, endangered species, and traffic and safety controls.

Site Plan. AshBritt will establish and submit for approval a site plan and operating procedures for the TDSRS. The plan and operating procedures will include: site preparation, including any clearing, grading, and erosion control; identification of ingress and egress; interior road system design, utilizing any existing roads; traffic flow and control; a roofed inspection tower, sufficient for a minimum of three inspectors to monitor incoming and outgoing loads site layout and debris segregation plan, including separate bermed containment areas lined with impermeable material for the storage of HHW, ash, and fuel, "clean" debris area for woody debris and burnable C&D awaiting reduction, storage areas for metals and white goods, storage area for non-burnable debris awaiting transfer to final disposal, debris reduction area with appropriate setbacks and safety zones for the type of reduction (burning or grinding); appropriate signs, cones, safety barriers and caution tape identifying safety zones; a first aid station; site security and

fire prevention measures; activation date/time and daily hours of operation, and site management team with 24 hour contact numbers.

Debris Reduction. AshBritt can provide several vegetative debris reduction options. These include air curtain incineration and reduction by grinding. We consider logistical and environmental concerns, as well as the potential disposal outlets when deciding. For the City, reduction by grinding would be our recommended method. This involves using industrial tub or horizontal feed grinders powered by up to 1,000 hp diesel engines. A grinder will process up to 400 cubic yards of clean woody debris per hour, reducing the volume by approximately 4 to 1. Air curtain incineration is a method of burning clean vegetative debris. It is accomplished by constructing a pit, either digging below grade or building above grade (if a high water table exists), and by using a powerful blower unit. The blower will propel air at a velocity exceeding 120 mph, and will deliver 20,000 cubic feet per minute to the fire to create a "curtain effect". The air traps smoke and small particles, circulating them to enhance combustion. Temperatures can exceed 2,500 degrees. A single pit is capable of processing over 200 cubic yards of debris per hour at a 20 to 1 reduction. Several pits may be constructed at one reduction site to exponentially increase the aggregate reduction capacity. The resulting ash residue may be used as a soil additive by the local agricultural community or disposed in a landfill licensed by the State to accept ash.

Maintenance. AshBritt will maintain the TDSRS as necessary to ensure safety and minimize environmental impact. Normal maintenance will include: adding rock to roads for stabilization, modifying road system as needed, installing silt fences or berm systems to divert rainwater and protect areas from runoff and loss of topsoil, replace liners under stationary equipment, document and rectify any accidents, spills, or environmental mishaps that occur. Additionally, we will supply site security and appropriate fire prevention measures when necessary.

Site Closeout & Restoration. Each TDSRS will eventually be cleared of all debris and restored to its pre-disaster condition and use. AshBritt will test soil and ground water to compare to the pre-disaster baseline, verifying that no long-term environmental contamination is present. Our basic closeout steps are: remove all debris, stored material, and unnecessary equipment from the site; conduct an environmental assessment; develop a restoration plan; submit for review and approval by the City; execute the approved plan; obtain acceptance from the City and execute the site closure documents. Closeout and restoration is generally completed within 30 days of receiving the last load of incoming debris.

Debris Management & Disposal

All debris collected by AshBritt during disaster recovery activities for the City will be disposed of in accordance with all applicable state, federal and local laws, codes, standards, and regulations. A description of the most common types of debris generated in recovery operations and the anticipated disposal method are detailed as follows.

- * **Mulch from woody debris reduced by grinding** – Potential beneficial uses include utilization as a fuel for industrial heating or cogeneration plants, land cover, and agriculture additive. If no beneficial use is available, mulch will be disposed of in a licensed landfill.
- * **Ash from woody debris reduced by burning** – Potential beneficial use as agricultural soil additive. If no beneficial use is available ash will be disposed of in a licensed landfill.
- * **Construction and Demolition material** – This waste stream includes concrete, asphalt, gypsum, wood waste, glass, bricks, roofing tile, and asphalt roofing tile. Some of this material can be separated and recycled if recycling contractors are readily available and market conditions are favorable. C&D that cannot be recycled will be disposed of in a licensed landfill.
- * **Metals** – Most ferrous and non-ferrous metals are suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances and other items. Metal that cannot be recycled will be disposed of in a properly licensed landfill.
- * **White Goods** – Household appliances can be recycled as part of a metal recycling program and can be recycled for parts by used appliance dealers. Appliances that cannot be recycled will be disposed of in a licensed landfill. Prior to disposal, certain appliances (freezers, refrigerators, coolers, AC units) will have CFC refrigerants and motor oil removed by a licensed contractor.
- * **Soil & Silt** – Collection of disaster generated debris, especially vegetation will include various amounts of soil and/or silt. Careful debris separation at the TDSRS possibly including the use of screens can remove the soil and silt, which will be stored onsite for backfilling ruts and voids created by stump removal. Remaining soil and silt will be used in the TDSR site restoration.

• **Household Hazardous Waste** – HHW may consist of common household cleaning supplies, pesticides, motor oil, lubricants, transmission and brake fluids, gasoline, anti-freeze, paints, propane tanks, oxygen bottles, and batteries. HHW will be separated from the general waste stream and stored in a lined containment area. Technicians will segregate incompatible chemicals and properly store or pack the waste for transportation to a facility specially permitted to accept hazardous waste.

• **Hazardous Waste** – Hazardous waste will be contained, collected, containerized, manifested, and transported to a facility specially permitted to accept hazardous waste.

▪ **Additional Debris Management Detailed Information:**

Recycling Plan Overview

As is widely known, major catastrophic disaster events such as category 4 and 5 hurricanes, will yield massive and unwieldy amounts of diverse debris. It is important when planning for the disposition of disaster debris to remain environmentally conscious and to maximize to the greatest extent possible the diversion of debris from disposal in landfills. With sufficient pre-planning more options and greater opportunities are made available for the potential to recycle or to find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery. Upon award, AshBritt will refine its recycling plan and reach out to local recycling businesses and non-profits to find available markets for potentially recyclable materials. Additionally, we will continually monitor and develop those relationships.

AshBritt, Inc. is dedicated to assisting its clients with the development or review of strategic local recycling plans. Our goal is to devise a reasonable, area-specific plan that can be readily implemented and realized. The foundation of our strategy and approach is delineated below, where we address vegetative and C&D debris, white goods, metals, tires, and e-wastes, amongst other materials.

Upon an NTP we will refine our strategy to propose realistic targets by debris category for achievable recycling and reuse. These goals will be relative to the total estimated debris stream for the event. In addition, if feasible and applicable for any recovery mission, a strategy may be proposed to negotiate an amount of any gains in revenue from recycling or reuse alternatives to be returned to the City of Pompano Beach as a cost offset. As expressed above, AshBritt will follow best management practices in reducing all disaster generated debris to maximize the potential for recycling and beneficial use.

Recycling of Disaster Debris

AshBritt is fully capable of and prepared to maximize diversion of recyclable material generated from disasters. The degree of separation and recycling depends on:

- Quality and quantity of debris.
- The existence and proximity of recycling programs. Large quantities may overwhelm local markets.
- The availability of markets and practical end-uses.
- Politically necessary expedience of recovery may reduce priority given to recycling.
- Cost associated with the separation of recyclable material.

AshBritt has vast experience in recycling debris and is operationally prepared to do so. Following an event, a key individual is identified on the AshBritt team who has responsibility to:

- Act as a liaison with City representatives to determine strategy and goals.
- Educate employees and subcontractors.
- Determine process at curbside; assist with Public Information Plan.
- Identify locations and process at Temporary Debris Storage and Reduction Sites (TDSRS).
- Identify recycling markets.

The type and degree of event will dictate the quality and type of recyclable material. The material that may be recycled and its beneficial use are:

• **Asphalt** – Can be recycled to new asphalt pavement or used as clean fill on or off site if regulations allow.

• **Construction & Demolition** – Divert as much as possible from this category with metals being smelted and other materials segregated for recycling or disposal.

Concrete/Aggregate – Crushed concrete, rubble, masonry can be used as an aggregate for use as a base or fill material. Larger sections of concrete can be used as materials for reefs, to armor shorelines and for bank stabilization for erosion control (Riprap).

Earth/Soils – Screening debris at the TDSRS reduces the amount of earth that would be deposited in landfills. Earth is also expensive to transport.

Electronic Waste (E-Wastes) – Will be collected separately at the curbside and brought to the TDSRS for packing in Gaylord or similar boxes for transportation to a recycling facility.

Metals – Recycle by selling scrap to dealer who will smelt the metal for reuse.

Roofing Materials – Can be used as an aggregate in asphalt pavements. Must be free of asbestos.

White Goods – Separated at the curbside and transported to the TDSRS. Freon to be extracted and recycled while putrid waste will be removed and disposed of. White goods to be transported to a recycling facility.

Woody Material – Material can be reduced by grinding and chipping. The mulch can be used as a fuel in biomass boilers/cogeneration plants, as a soil enhancement in agricultural applications and commercial resale (composting). Mulch used in agricultural applications must be free of paper, plastics and dirt (ten percent or less contamination). There is a benefit to solely reducing the material as it has a decreased impact on the landfill. The material can also be burned and the ash utilized for soil enhancement in agronomic applications. Further, mulch can be used in land applications as a stabilizer or for erosion control.

Tires – Segregate tires at curbside for transport to TDSRS for storing. Transport bulk to recycling facility for use as material in asphalt, floor tiles, hoses, landscaping material, playground material and countless other applications.

Material can be segregated at the curbside, residential drop off sites and at a TDSRS. Source segregation is key to avoiding contamination and increasing product marketability.

Curbside Segregation: A key component to maximize source segregation at the curbside is for the governing authority to provide Public Service Announcements (PSA) to the residents. The "Picking Up the Pieces" illustration and guideline provided herein is ideal for educating residents in the different types of debris and how to segregate those at the curbside. Some HHW may be recyclable (e.g. paint, batteries, compressed gas) while other materials have to be disposed of pursuant to local, state and federal law.

Debris Segregation Crews: AshBritt will deploy debris segregation crews (DSG), when applicable and necessary, to maximize curbside segregation. AshBritt has the capability to segregate debris at the curbside. Hand salvaging will yield more recyclable materials although time required to do so may be more than traditional processes. By using specialized trailers with individual bins, HHW can be collected curbside and kept out of the waste stream.

Residential Drop-off Sites: By providing residents with a drop off site, debris can be more easily segregated with bins and containers for specific materials. This also reduces transportation expenses while removing hazardous material from the curbside. This supplements other programs and also reduces transportation expenses while providing pro-active residents the ability to clean up on their schedule. This also tends to enhance public relations by providing residents with alternatives. Sufficient QC monitors would be stationed at the sites to ensure that only eligible debris would be accepted.

TDSRS Segregation: Segregating debris at the curbside will significantly improve the overall reduction capability at the TDSRS. By further segregating debris at the TDSRS, resources can be concentrated in the segregation process. The segregation is performed in a location that is away from the general public and can be customized for expediting this process. Although segregation is more difficult to achieve as the debris has been co-mingled by the time it arrives at the TDSRS certain materials can be recycled prior to ultimate disposal (e.g. ferrous and non-ferrous metals, etc.) Spotters can be used at the TDSRS but only as a last line of defense. Once the easily salvageable material has been removed, the remaining debris is reduced and brought to a landfill for disposal.

To improve the efficiency of source separation and overall recycling success of the recovery, AshBritt will assist the City with a Public Information campaign that encourages residents to properly place and separate debris at the curb for contractor pickup. Following are the anticipated debris categories:

Household Garbage	Construction	Vegetation	HHW	White Goods	Electronics
Bagged Trash	Building Materials	Tree Branches	Oils	Refrigerators	Televisions
Discarded Food	Drywall	Leaves	Batteries	Washers and Dryers	Computers
Packaging papers	Lumber	Logs	Pesticides	Freezers	Radios
	Carpet		Paints	Air Conditioners	Stereos

Household Garbage	Construction	Vegetation	HHW	White Goods	Electronics
	Furniture		Cleaning Supplies	Stoves	DVD Players
	Mattresses		Compressed Gas	Water Heaters	Telephones
	Plumbing			Dishwashers	

Lastly, AshBritt has pre-established relationships with national and local recycling firms that can be called upon to provide markets for recyclable storm debris for example:

- Goodwill – Has established an initiative to seek economically and environmentally sound ways to recycle and reuse donated electronic equipment.
- Habitat for Humanity – Select locations operate Habitat for Humanity Home Improvement Stores. They accept new condition, residential or commercial, ready to install appliances, brick, block, carpet, doors, furniture, and fixtures. The items are then sold to low-income families at very affordable prices.
- New Hope Power Plant, South Bay, FL: Operates a cogeneration facility that utilizes woody material as fuel.
- Sun Recycling – Lantana, FL: Largest recycler of construction debris in South Florida. Separates and reduces C&D material resulting in the production of Recovered Screened Material (RSM) which can be used in residential, commercial and industrial settings provided that it is used in a manner approved by the FDEP.
- Waste Management Recycle America: Plastics, paper, e-waste, glass and metal at over 100 locations nationwide.

➤ Reporting

Various production and other operational reports will be supplied to the City throughout the course of the recovery. For instance, daily production reports will be submitted to the City by close of business each day and weekly summary reports of aggregate daily data will be submitted at each week end. The various reports will contain, at a minimum, the following information:

1. Contractor's Name/Report Date.
2. Location of completed work, of work for next day.
3. Equipment/Personnel Certification data.
4. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance/Other).
5. List of roads that were cleared (Emergency Clearance/ROW multi-passes).
6. Number of crews/personnel (including number of trucks and loading equipment).
7. Types and numbers of equipment assets used.
8. Daily and cumulative totals of debris removed, by category and type.
9. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s).
10. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area.
11. Number of hazardous trees, hanging limbs, stumps removed.
12. FEMA, FHWA and other work segregated.
13. Right-of-entry tracking/completion (as applicable).
14. Problems encountered or anticipated.
15. Safety/Quality Control deficiencies (damage)
16. Safety/Quality Control training, certifications.

We will submit additional reports (and work summaries) to the City as we deem useful, or as may be requested. All reports will be supplied in electronic format, and they may be customized to meet ad hoc purposes.

For the purposes of federal audit (or other) requirements, we will maintain all logs, reports, records, truck certifications, debris load tickets, and Agreement correspondence in both hard copy and digital scan for a period of not less than five (5) years.

▪ *Sectoring, Multiple Passes & Closeout*

AshBritt will prepare, as needed, or review and revise existing *collection zone/area* maps of the affected area. Crew assignments to zones will be made in coordination with the City, prioritizing severely damaged, heavy debris volume areas.

▪ **Multiple passes, the process in brief:**

Generally, three coordinated and carefully managed collection passes through each zone is sufficient to remove all event-generated debris from the right-of-ways, but AshBritt forces will make additional passes as necessary to complete the cleanup. To the greatest extent practicable, we will fully and thoroughly clean areas upon each successive pass, not leaving any debris behind which may delay or snag production efforts.

The only debris that may be unattended would be debris requiring special handling, such as hazardous materials or stumps or trees. These may require specialized crews different from those used for general ROW collection. These crews, however, will follow the same methodology of "clean as you go" with respects to their specialized tasks.

This methodology of debris collection affords residents and local agencies ample time to coordinate and arrange for ensuing debris placement onto City right-of-ways. Daily reports, both GIS and manual, can be furnished to the City indicating each zone's headway status, including numbers of working crews, debris removal progress, and listings of closed-out streets.

City representatives will closely inspect each zone after the third (or final) complete pass, and will certify the zone as "all clear" of debris. Any deficiencies noted by the City will be resolved immediately, using remaining working zone crews or our "hot spot" crews.

▪ **Hot Spot Crews**

AshBritt has found it effective during past recovery efforts to assign one or more dedicated response crews, or *hot spot* crews. These crews will respond to exigent recovery needs. Typically, we use our own expert operators and equipment, as they are generally more accountable and diligent than hired subcontractors. These crews are most useful at the inception and at the close-out of debris recovery efforts; however, we will keep them on-call throughout the entirety of the operation. As we maintain a "clean as you go" policy, hot spot crew responses are typically reserved for emergency and special circumstances.

These crews are generally the last on the job, responding to *punch list* items and final cleanup requests. We highly encourage notifications from clients of urgent pick-up and debris obstruction safety matters, as it supplements our own surveying efforts. To assist in the identifying urgent dispatch matters, we urge our clients to establish a debris hotline to field and log reports. We can assist the City by establishing our own hotline and assigning responsibility to our Quality Assurance and Quality Control Supervisor. We will field calls for urgent pickups, damage claims, citizen drop site locations and general recovery information and log and respond accordingly.

▪ **Crew Composition**

The composition of debris collection crews necessary for a recovery operation is determined by the type and magnitude of the specific disaster event. Ice storms, tropical storms, and Category 1 hurricanes produce a debris stream of almost entirely vegetative material. The higher winds associated with a Category 2 hurricane will add whole trees, roofing material, signage, and light building material to the debris stream. Floods, tornados and Category 3, 4, and 5 hurricanes will create a debris stream that includes entire structures, building materials, silt, sand, household furnishings, appliances, household hazardous waste, and personal property. To execute an efficient recovery operation the composition of collection crews deployed must be appropriate to the composition of the debris stream.

Debris Type	Appropriate Collection Equipment
Vegetative Material	Self-loading Grapple Trucks
Light Const. Material	Self-loading Grapple Trucks
Whole Trees, C&D, Mixed Debris	Self-loading Grapple Trucks
Mixed Debris	Towed Knuckle-boom Loaders
Silt, Sand	Rubber Tire Front End Loaders
Hazardous Attached Stumps	Backhoe/Mini Loaders, Lowboy Trailer
Leaning Trees/Hangers	Bucket Trucks/Self-loading Grapple Trucks

Self-loading Grapple Trucks are the most versatile equipment available. With a crane lift capacity of 7,000 lbs., the unit has the ability to handle C&D as well as light vegetation and mixed debris. They can be used to self-load and self-transport, or to load other vehicles for transport. The grapple design limits damage to homeowner property and properly maintained they create no damage to primary or secondary roads. They require no special permitting and can be driven to any location and

can begin work immediately.

Towed Knuckle-boom Loaders are converted logging equipment and are very effective in handling whole trees, C&D, and heavy materials. They are towed by a tractor and used to load trailers for the transport of debris. Rubber Tire Front End Loaders are effective at loading C&D, mixed debris, silt and sand into transport trailers. Having significant dedicated first response resources allows AshBritt to ensure that the City can expect an immediate deployment of appropriate equipment whenever and wherever they are needed.

Type No. 1 – Appropriate for collection of all types of debris:

- Self-loading Grapple Truck
- Push Machine: (Skid Steer Loader or Bobcat)
- Additional Haul Vehicles: (Number and size of trucks shall be assigned to crews depending on haul distance to the TDSR site)
- Bucket Trucks (as applicable)
- Saw men/Laborers/Flagmen
- Crew Foreman

Type No. 2 – Appropriate for collection of all types of debris:

- Multiple (3-5) Self-Unloading Dump Trucks/Trailers
- Rubber-Tired Front End Loader/Tele-handler or other mechanical loading equipment
- Push Machine: (Skid Steer Loader or Bobcat)
- Additional Haul Vehicles: (Number and size of trucks shall be assigned to crews depending on haul distance to the TDSR site)
- Bucket Trucks (as applicable)
- Saw men/Laborers/Flagmen
- Crew Foreman

Type No. 3 – Appropriate for heavy debris stream materials:

- Towed Knuckle-boom Loader w/ rotating grapple
- Push Machine: (Skid Steer Loader or Bobcat)
- Additional Haul Vehicles: (Number and size of trucks shall be assigned to crews depending on haul distance to TDSR site)
- Bucket Trucks (as applicable)
- Saw men/Laborers/Flagmen
- Crew Foreman

➤ **Other Considerations: Labor, Equipment, Safety & Permits**

AshBritt will supervise and direct all work and tasks using skillful labor and proper, lawful equipment. Under the contract, we will be responsible for the procurement, the timely payment and the compensation for all materials, personnel, taxes, and fees necessary to perform required scope of work. We will employ experienced and qualified local subcontractors, and pre-screen such to ensure quality. Our custom is to pay all of our subcontractors and suppliers in a timely fashion and in accord with contractual payment terms. Our Subcontract Agreement (Contract) will contain a clause that stipulates the weekly compensation schedule for services provided. There is customarily a one week lag upon commencement of work; thereafter, upon proper invoicing, subcontractors are paid weekly. All subcontractors are required to sign a *Release of Lien* with each payment. These can be forwarded to City representatives upon request.

AshBritt, by far, has the best reputation in the industry for prompt reconciliation and payment of subcontractors. This statement is validated by countless testimonies of subcontractors who have worked for multiple firms. We go as far as supplying both paper and electronic file invoices to assist our subcontractors with their billing procedures and ease their administrative burden. We will ensure the safety, through our safety program and procedures, of all employed personnel and equipment. We will operate in accordance with all state and local statutory requirements, and obtain all necessary licenses and permits to perform work, while determining which are required for given scopes of work. We will submit to the City copies of all permits acquired. AshBritt will quickly effect any corrective actions owing to any notices of violations issued against us or any of our subcontractors for unlawful or for improper actions or operations. Such corrections will not cost the City.

During recovery operations, we will not, nor will we allow our subcontractors, to store equipment and/or vehicles on public property without the consent and approval of the City. Furthermore, we will not allow overnight parking or camping on

public property. Upon project completion, we will remove or have removed all abandoned equipment used on the project from public and/or private property. We will address any subsequent issues with responsible subcontractors.

▪ ***Traffic Control***

AshBritt will be responsible for control of pedestrian and vehicular traffic in work areas. We will provide all flag persons, signage, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment will be in addition to the personnel and equipment required for other operational aspects.

Furthermore, we will post a minimum of one flag person to direct traffic at each entrance and/or exit of all work sites. Traffic control will conform to the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, latest edition. All equipment and materials utilized will be in accordance with FDOT regulations.

We will provide the City, as necessary, with copies of certifications for the conduct of traffic control operations on roads.

▪ ***Public Information Support***

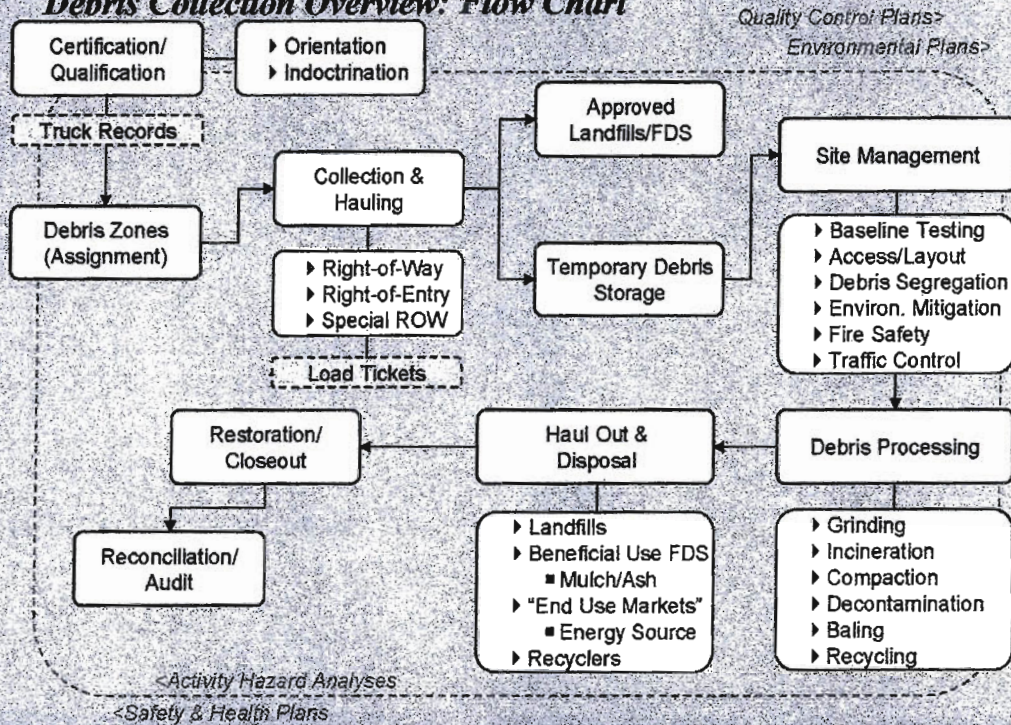
As a function of our management plan, AshBritt will assist the City of Pompano Beach with the public relations challenges that occur after a disaster event. We view ourselves as a full-service partner during the recovery effort, and we can play a significant role in the formulation of strategies with regard to public information and announcements, public appearances, commission meetings, and briefings. The use of Public Service Announcements (PSAs) and/or other audio, visual and written vehicles to inform the public of all ongoing and planned response and recovery activities is critical. AshBritt will assist in developing a public information program if requested. As the time directly following a disaster is both traumatic and frenetic, it is prudent to establish a program well in advance of an event. Strategies for this campaign can be discussed and formulated during our annual pre-planning and training sessions, and easily reviewed and rehearsed throughout the off-season.

Vital information that should be disseminated includes: proper public debris placement and segregation, work and debris pickup schedules, citizen drop-off site locations (parks, fields, etc.), and established hotline numbers for reporting damages and public safety hazards, and for requesting special pickups. As a rule, any valid dissemination of information is better than no information flow at all, and regular updates are important to the progress of recoveries. It is the best interest of the City and its residents to have the most current and accurate information regarding the recovery effort from inception to completion. With our past experience and tracking systems, we are able to generate accurate, valuable information throughout the course of any recovery to ensure that the public is kept informed of all salient information. AshBritt has been successful in assisting many of our clients with professional consultation, supplied graphic materials, and fact sheets.

■ **Debris Collection Overview: Flowchart**

Debris Management: Operations

Debris Collection Overview: Flow Chart



Attachment

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Disaster Response & Recovery Services - Event Profiles, Work Methodologies & Mobilization Strategy Overview

The City of Pompano Beach, Florida

Note: AshBritt, as a rapid response disaster recovery specialist, can respond to each Scope of Work as delineated. Below we summarize each level of response and respective methodologies. Greater detail of the scope of work for each scenario and applicable mobilization goals are discussed in detail throughout the proposal.

No.	Description of Event	Scope Of Work/Methodologies
1.	Spot Jobs - Localized	AshBritt may be called upon to provide assistance in clearing, removing, collecting and/or hauling localized clean, woody storm debris. Work would most likely be executed assisting local government resources. Less extensive management and technical support would be required. Local contractors would likely be available and deployed.
2.	Small Event - Widespread or City-wide	AshBritt will provide all necessary supervision, labor, and equipment to haul, recycle, and/or dispose of all types of debris with its own resources, except that Government land may be provided for temporary storage. A comprehensive management team would be deployed. Local contractors, to a greater extent, would be deployed.
3.	Significant Event - Removal, Reduction, Hauling - Woody Debris Only - Widespread or City-wide	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (grind & mulch) and haul clean woody debris to a disposal site designated, managed & operated by a Government agency or Contractor. A larger, comprehensive management team would be deployed. Local contractors would be deployed to the greatest extent possible. AshBritt reserve subcontractors and personnel would be deployed to a greater extent.
4.	Significant Event - Removal, Reduction, Hauling & Separating Mixed Debris - City-wide	AshBritt will provide all necessary supervision, labor, and all equipment to remove, reduce (grind & mulch) and haul woody debris to a disposal site designated, managed & operated by a Government agency or Contractor. A larger, more specialized, comprehensive management team would be deployed. Local contractors would be deployed to the greatest extent possible. AshBritt reserve subcontractors and personnel would be deployed to a greater extent.
5.	Catastrophic Event - City-wide Removal of Mixed Debris - Vegetation, Heavy C&D and Environmental Waste	AshBritt will provide all necessary supervision, labor, and all equipment to remove, reduce (grind & mulch), recycle and haul mixed debris to multiple disposal sites designated, managed & operated by a Government agency or Contractor. A more expansive and specialized comprehensive management team, as well as specialized consultants, would be deployed. Local contractors would be deployed to the greatest extent possible (many may be incapacitated). AshBritt reserve subcontractors and personnel would be deployed to the maximum extent. Recruitment and training will be made available to local residents adversely affected by the event for employment by AshBritt (various capacities). Non local contractors would be used to a greater extent, and phased-out as and if local contractors are able to recover.
6.	Catastrophic Event - Site Management - City-wide	AshBritt may be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites City-wide, including burning operations. AshBritt would be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close-out. We will comply with all FEMA, federal, state, and local environmental and safety requirements, rules & regulations. Non local contractors would be deployed to establish sites. Local contractors will be used to greatest extent possible. Recruitment and training will be made available to local residents adversely affected by the event for employment by AshBritt at sites (i.e., spotters, security, flaggers, traffic control, etc.).
7.	Catastrophic Event - Total Management - City-wide	AshBritt will be tasked to combine site management & field operations listed above for the removal through disposal of mixed debris at multiple & different sites City-wide. All previously methodologies would be incorporated.
8.	Technical Assistance - Total Project Management - City-wide	AshBritt will provide all necessary Technical Assistance to City Representatives/Departments throughout and following an event. This includes, but is not limited to, assistance with documentation before, during & following an event, user-friendly worksheets (AshBritt, FEMA & State Forms) provided on disk and assistance with special projects/consideration. Additionally, AshBritt will provide annual seminars to train City Representatives with respect to documentation & procedures.

AshBritt Primary Mobilization Location Statement:

AshBritt's corporate headquarters are located in Pompano Beach, Florida. As discussed herein, we maintain pre-deployment commitments and teaming agreements with first-rate disaster recovery subcontractors and service providers across the nation. This allows us to strategically mobilize resources *wherever* a disaster may strike. We also have several mobile command centers which are deployed pre-event strike. Furthermore, we have strategic partnerships with subcontractors in Florida (many local), Georgia, North Carolina, South Carolina, Virginia, Texas, Louisiana, Oklahoma, Mississippi, Missouri, Arkansas, and Pennsylvania, as well as subcontractors in many western and northern states. Although these contractors are often vital to recovery efforts, they lack the financial standing, management depth and technical experience of a prime contractor.

Our mobilization efforts typically begin well before a predictable disaster hits. We will establish a pre-event "rally point" outside the affected zone, typically with a teaming partner, notify all first responder subs, then converge to the area once conditions are deemed safe. AshBritt senior management will be on-site in Seabrook within 6 hours (or sooner) of an event. As a practice, we discourage staging equipment within the potential strike zone, as the disaster may easily incapacitate said equipment. We typically establish our "rally points" 100 to 150 miles from the point of impact. These protocols will apply to all Scopes of Work (Scenarios) as illustrated here. Resources will mobilized be scaled based on continually assessed need.

➤ **Response & Mobilization Overview**

▪ **Disaster Response Plan**

AshBritt generally plans for two types of disasters. The first type is the predictable—or somewhat predictable—threat. With these there is advanced warning and the ability to monitor and track the situation prior to the event. These include hurricanes, tropical storms, floods and ice storms. The second type is the completely unpredictable threat. These comprise tornadoes, earthquakes, tsunamis, other natural events and man-made disasters.

Our response to disasters post-event is typically uniform and consistent, as we follow established guidelines and standard operating procedures. Logistical circumstances often vary following major events, so specific actions are sometimes altered and adapted to meet the circumstance. The guiding principles of response management, however, generally remain the same.

For predictable events, we are afforded the valuable opportunity to pre-plan and prepare for a more rapid, coordinated and efficient mobilization. We are able to get the proverbial “ball rolling” and alert, activate, prepare and ready for deployment our management team, staff, reserve staff, consultants, subcontractors and suppliers. A number of important action steps are considered during the pre-event pre-planning phase.

The pre-planning phase includes, but is not limited to, the following steps:

▪ **Pre-Event Planning Summary**

AshBritt Senior Vice President, Ralph Dahlgren, will function as the Senior Project Manager (SPM), and the primary liaison with the City will continue to be AshBritt’s Regional Manager/SBE Liaison, Tim Mooney. Tim will function as the Project Manager (PM). 5 days prior to a possible impact the SPM will contact the City Debris Manager (CDM) to address these and other issues:

- Standby personnel, reserves in the region.
- Pre-assigned equipment in the region.
- Client base and commitments in the region.
- Anticipated special needs and other support services.
- Confirm landfill and transfer station locations, capacities and availability the region
- Initial notification of primary “first response” subcontractors and teaming partners committed to AshBritt response missions.
- If activated pre-event, the strategic “rally-point” staging of first responders to ensure the rapid deployment post-event, while protecting vital assets from the event.

Concurrently, our Disaster Response & Recovery Team (DRRT) will prepare, inventory and outfit the designated Emergency Response Trailer and/or Mobile Command Centers with all necessary equipment and supplies to meet the initial response project demands. These equipment and supplies include:

- All office supplies as anticipated.
- Project forms in sufficient quantities for a major event (both paper and digital).
- Pre-printed AshBritt truck certifications.
- Pre-printed AshBritt load hauling tickets.
- Copy machine and fax machine (and backups)
- Laptop computers and printers (as needed).
- High speed scanners and single scanners.
- Satellite dish(s) for internet service, wireless routers, accompanying equipment.
- Other communications equipment.
- Generators for temporary power.
- Short term fuel supply (as needed).
- Water, MREs and perishables.
- Sanitation supplies.

The DRRT, key personnel and standby crews are placed on a 24 hour alert.

Further details of our pre-event activities are included in our technical Activation Plans included below and our General Template for Initial Mobilization & Response Plan Table following in this section. These plans delineate the major guiding steps of our initial response, including alerting, notifying, coordinating and deploying all involved parties.

▪ **Post Event Actions Summary**

Our SPM and Project Manager (PM), as well as other vital management personnel, will mobilize to the affected area within 6 hours of the conclusion of the event, but the SPM or PM will maintain constant communication, as practicable, with the CDM or other designated personnel. Upon arrival, our SPM and/or PM will immediately meet with the CDM to discuss initial assessment and actions.

The first course of action is generally a field safety assessment to ensure emergency push operations will be conducted with minimal safety risks. The safety assessment is conducted as part of our initial damage assessment (this is typically cross-coordinated with other agencies and contractors). The initial assessment is generally accomplished by dividing the affected area into quadrants (or other major demarcated boundaries) and tallying the damage within each.

Once the damage assessment is complete, a preliminary recovery plan is prepared by the SPM and PM with input for priorities and expectations from the CDM. Consequently, resource needs are qualified and quantified; our SPM will then notify the AshBritt Operations Manager at our corporate office to commence mobilization of restoration and cleanup crews, as well as any special environmental mitigation crews. Crews will prepare all equipment and assets for mobilization and readily deploy within six hours (6) of AshBritt receiving a Notice to Proceed (NTP).

The DRRT will be ordered to mobilize when the SPM and CDM and staff have concluded the rapid needs and initial damage assessment. The SPM has the authority to commit the DRRT based solely on his judgment, with or without an official NTP from the City of Pompano Beach.

▪ **Notice to Proceed (NTP) and Mobilization**

Upon the issuance of an official NTP, the SPM will immediately mobilize the key personnel, equipment and assets that were pre-assigned during the pre-planning stage.

To ensure an immediate and efficient response, AshBritt will use its own and its coordinated local equipment from the affected area to conduct the initial emergency push and debris collection (if requested to assist).

Additional equipment and personnel will be mobilized to the affected area and will be ready to commence work, within 12 hours of the NTP. At a minimum, we will be fully operational for clearing debris to open emergency routes within 18 hours of NTP; we will establish adequate temporary storage site(s) and be ready to manage and receive debris within 24 hours of NTP; we will be fully operational for the reduction and disposal of debris within 72 hours of NTP; we will operate on an extended work schedule of 7 days per week from sunrise to sunset, or as safety permits (reduction operations may be conducted 24 hours per day, as deemed necessary and allowable).

The SPM, PM, and other key members of our DRRT will meet twice daily with the CDM and staff to discuss, amongst other recovery issues:

- Recovery and cleanup status and progress.
- Priority recovery issues and reassessments.
- Priority zones, facilities or sensitive areas.
- Public information dissemination.
- Public concerns or feedback.
- Environmental, safety and traffic control concerns.
- Additional equipment or personnel needs.
- Public Assistance process, when applicable.
- Project reporting and accounting.

The following Activation Plans were developed as general operational guidelines to ensure we meet a rapid, coordinated response to any disaster that may affect our clients. The plan consists of three distinct levels of response depending upon the nature and predictable impact of the disaster event.

Level One Activation (L1) is in response to an anticipated event such as an approaching hurricane, 1,000 miles or approximately three days out, with a projected path that could impact the City. At L1 activation the following actions are taken:

- The City Debris Manager is contacted by an AshBritt senior manager to discuss current emergency planning, potential evacuations, special needs, and to confirm emergency phone contacts.

- Telephone notification of L1 activation to all AshBritt Disaster Response Team members, employee reservists, independent compliance team, and subcontractors.
- Par levels of necessary disaster operation supplies verified.
- Initial response resource plan is formulated based on storm wind speeds, projected tides, and projected path.
- Review equipment inventory by stationed location and by operational status.

Level Two Activation (L2) is in response to a predictable disaster event such as a hurricane landfall, 500 miles or approximately thirty hours out, with a projected path impacting the City. At L2 activation the following actions are taken:

- The City Debris Manager is contacted by the AshBritt Senior Project Manager to discuss current emergency planning, plans for conducting initial damage assessment, special needs, and deployment staff to the EOC.
- Telephone notifications of L2 activation to all AshBritt Disaster Response Team members, employee reservists, independent compliance team, and subcontractors. All are ordered to prepare for a 24 hour post event response.
- Local lodging/accommodations contracts activated.
- Local and first responder subcontractors activated.
- Selected equipment recall for readiness inspection and safety check.
- Equipment transportation permits ordered.

Level Three Activation (L3) is in response to a known event or a request for immediate assistance from the CDM. AshBritt has been tasked to provide services and is on full alert status. At L3 activation the following actions are taken:

- Telephone notifications of L3 activation to all AshBritt Disaster Response Team members, employee reservists, independent compliance team, and subcontractors. Selected elements, as needed, are ordered to begin an immediate deployment to the City.
- AshBritt Disaster Response Team deploys to area.
- AshBritt assist, if requested, in conducting initial damage assessment.
- Equipment dispatch as directed by the City.

Important note: Disaster Response Team requests take priority over all other operations in which AshBritt may be engaged. The Senior Project Manager and Project Manager are empowered to make any decisions necessary to ensure an effective recovery operation for the City of Pompano Beach.

▪ **ROW Mobilization**

The following schedules detail AshBritt's commitment for crew deployment to the City. The quantity and type of crews to be deployed will be discussed several days prior to the event, and ultimately determined during the initial damage survey.

Category 1 & 2 Hurricanes:

- 60% of crews within 24 hours of NTP
- 80% of crews within 48 hours of NTP
- 100% of crews within 72 hours of NTP

- 75% of crews within 96 hours of NTP
- 90% of crews within 1 week of NTP
- 100% of crews within 2 weeks of NTP

Category 3 Hurricane:

- 50% of crews within 24 hours of NTP
- 65% of crews within 48 hours of NTP
- 80% of crews within 72 hours of NTP
- 100% of crews within 96 hours of NTP

Category 5 Hurricane:

- 20% of crews within 24 hours of NTP
- 40% of crews within 48 hours of NTP
- 60% of crews within 72 hours of NTP
- 70% of crews within 96 hours of NTP
- 80% of crews within 1 week of NTP
- 90% of crews within 2 weeks of NTP
- 100% of crews within 3 weeks of NTP

Category 4 Hurricane:

- 35% of crews within 24 hours of NTP
- 45% of crews within 48 hours of NTP
- 65% of crews within 72 hours of NTP

➤ General Template for Initial Mobilization & Response Plan

Purpose. The function of this Initial Mobilization/Response Plan Template is to provide a general timeline and direction, guidance and reference for the critical actions and requirements of our disaster response mobilization. The Plan represents a general guideline of the "muster" and mobilization actions that occur in response to a "predictable" event. As AshBritt's corporate offices are located 14 miles from Pompano Beach City Hall, our response time for most of these actions and activities will be shorter on many occasions.

Guidance. The guidance for this Initial Mobilization/Response Plan is consistent with the exigency to respond to an adverse emergency situation. It details the specific assignments for AshBritt management and other response personnel as it relates to the recovery effort.

Assumptions. It is assumed that all contracted work or special tasking's will be issued by the City of Pompano Beach. It is also assumed that the obligations of key City representatives and/or federal agencies will be carried out as per the City Debris Management Plan and/or the Stafford Act. Furthermore, it is assumed that this mobilization plan does not include actions reserved for or conducted by any unit of government.

Range. The Initial Mobilization/Response Plan incorporates those projected activities from a period three days prior to landfall until deployment and activation of debris collection crews to the City five days from the event.

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party	Subs (%)	Equip. Qty *
Days	Hours				
-3	0	Initiate the City contact. Discuss plan overview, identify and confirm contact information for the City's Team, establish reporting and coordinating schedule.	Chief Operating Officer (COO), Senior Project Manager		
-3	0	Notify potential <i>First Responders</i> to begin preparation for activation.	COO		
-2	0	Initiate the City contact again. Discuss plan details and confirm responsibilities. Confirm local "rally point" for inbound vehicles and equipment.	COO		
-2	0	Organize AshBritt <i>First Responder Teams</i> . Instruct teams to prepare for immediate deployment.	Senior Project Manager (SPM)		
-2	0	Establish "hold points" 100 to 150 miles from the City out of the storm path where personnel and equipment can be staged.	COO		
-2	0	Inventory and distribute as needed: satellite phones, cell phones, laptops, GPS units, cameras, safety supplies, badges, and other individual support equipment.	Project Manager (PM)		
-2	0	Inspect and prepare equipment for transport, order permits as necessary.	Logistics Manager (LM)		
-1	0	Deploy First Responder personnel and equipment to the "hold point".	COO		
-1	0	Arrange for local post-event crew lodging or activate temporary housing provider. Activate local service and supply accounts.	Logistics Manager (LM)		
-1	0	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, and other projected needs.	Project Manager (PM)		
-0	18	Initiate 18 hour update for the City, First Responders, Staff.	PM		
-0	12	Initiate 12 hour update for the City, First Responders, Staff.	PM		
-0	6	Initiate update 6 hour for the City, First Responders, Staff.	PM		
0	0	Maintain contact with the City. Receive available updates. Discuss preliminary damage reports.	COO/SPM		
+0	6	Deploy AshBritt Management Team to the City.	COO/SPM		
+0	6	Deploy personnel and equipment from "hold points" to pre-determined "rally point" within the City.	LM	20%	75
+0	12	Execute Notice to Proceed work authorization: the City/AshBritt.	COO, City Administration		
+0	12	Receive from the City a list of immediate life support needs to be	City Representative		

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party	Subs (%)	Equip. Qty.*
Days	Hours				
		supplied (ice, water, power generation, other).	(CR)		
+0	12	Begin equipment certification at the rally point to include: Load volume certification, safety inspection and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	PM, LM, CR		
+0	12	Assist with preliminary damage assessment to determine quantity and composition of recovery resources needed.	COO, SPM, PM, CR		
+0	12	Deploy emergency clearance crews as directed by the City staff.	PM, CR	30%	113
+0	12	Assess damage to Temporary Debris Storage and Reduction Site (TDSR) sites. Confirm TDSR site selection and post-storm viability.	PM, CR		
+1	0	Approve site plans for development of TDSR sites.	PM, CR		
+1	0	Begin base line testing and development of TDSR sites. Open for debris delivery as soon as possible, minimally 24 hours.	TDSRS Manager (TDSRSM)		
+1	0	Establish the City collection zones for crew assignment.	PM, CR	40%	150
+2	0	Collection crew meeting. Set debris collection parameters for project, truck routes, TDSRS site status, reporting structure, quality control standards, safety concerns, chain of command.	COO, PM, CR		
+2	0	Assign Collection crews to zones. Begin debris collection.	PM, CR	60%	225
+2	0	Deploy the City debris monitors, and the City tower monitors.	CR		
+2	0	Deploy Quality Control Coordinators. Commence quality assurance and compliance program to identify, track and correct deficiencies.	Quality Control Manager (QCM)		
+3	0	Push continued; ROW collection ramp-up with emphasis on assessment priorities; TDSR(s) operations fine-tuned.	PM, CR	80%	300
+4	0	Priority emergency push completed; Full mobilization of resources; Continue ROW collection efforts; Begin Hazardous and Stump assessment removal.	PM, CR, et al.	100%	375
+5	0	Continual assessment, planning and progress; add additional resources as necessary.	PM, CR, et al.		

*Note: Approximation of total equipment units for a Category 3 debris generating event (Equipment will vary by type and hauling capacity). AshBritt will only use rubber-tired, self-loading and unloading trucks for cleanup efforts within the borders of the City; only the size (capacity) of utilized self-loading vehicles will vary based on the area of deployment within the City.

➤ Additional Support Services

As we know too well in Florida, major, wide-spread weather disasters can be totally devastating to stricken communities, warranting the need for more expansive support services. These are services above and beyond debris management. In many cases these services are necessary precursors to ensure a debris mission advances effectively, safely and efficiently. AshBritt is a full-service, single-source contractor that is able to coordinate and deliver turnkey emergency response, environmental remediation, and recovery and restoration services. Below you will also find examples of when we provided these critical services. Under one umbrella, we can minimize the worry and confusion surrounding a community's recovery, restoration and build-back needs following a major event. Through our own resources and through our teaming partners, we will ensure that these vital offerings are handled from beginning to end, completely and expertly. Following is a list of some of the ancillary support services that AshBritt can offer and supply, as needed for the City of Pompano Beach:

▪ Emergency Services

- *Emergency Water/Ice* – Supplies of water in gallon, 2-ltr bottles, or bulk potable water tankers; supplies of bagged ice (50-100lb), reefers/fridges, as needed, delivered to a central distribution points within 24 hours;
- *Emergency Housing* – Temporary housing and turnkey base camps to support local and out-of-area relief workers can be established within 48-72 hours following a major event;
- *Mobile Kitchen & Shower Units* – As an extension to camps or as specific areas, these units, serving for disaster support workers and local representatives, can be delivered, set up, and powered by generators within 48 hours;
- *Canteen, Commissary Services and Meals Ready to Eat (MRE)* – Full canteen and commissary services, serving hot

breakfast, lunch (MRE), and hot dinner can be established, and expanded to support local relief workers;

■ *Emergency Power Generation* – Temporary power generation for critical facilities can be delivered, set up, and maintained if the normal power supply is disrupted;

■ *Emergency Satellite Service/Communication Infrastructure* – Satellite telecommunication service can be supplied, to a greater or lesser extent, contingent on the magnitude of the event and scope of damage. These services will support telephone and online internet access;

■ *Emergency Fuel Supply* – Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be supplied immediately and as necessary to maintain continuity of vital services;

■ *Temporary Offices and Warehousing* – Mobile command centers, temporary offices and critical document and asset warehousing can be supplied in any configuration to meet local needs;

■ *Emergency Barge Transport* – When major bridges and access routes to areas surrounded by water are damaged and transportation is impeded due to storm damage, vital equipment and supplies may require transport by barge;

■ *Emergency Roof Tarping & Repair* – Coordination and work of temporarily patching roofs when permanent repairs cannot be made immediately, mitigating further damage;

■ *Fire Suppression Support* – Provision of water trucks and personnel (including trained, certified firefighters) as necessary to augment local water supply systems. Trucks with minimum capacities of 2000 gallons, which are filled and outfitted with valves compatible with fire hose connections meeting NFPA standards.

■ **Marine & Remediation Services**

■ *Sewer/Catch Basin Clearing* – Removal of storm-generated sediment/debris from storm water sewer systems aids the prevention of secondary flooding. Clearing is normally accomplished using industrial VacTrucks;

■ *Marine Recovery* – Underwater search and rescue, vessel recovery, underwater welding and salvage, debris removal from canals and waterways, deployment of divers, deployment of remote operated vessel (ROV), deployment of barge and landing craft as work platforms for equipment and supply transport; In 2012, AshBritt was tasked by the State of New Jersey to remove vessels from the bay following Hurricane Sandy.

■ *Dredging* – Mechanical and hydraulic dredging of canals, marinas and navigable waterways. AshBritt is a member of the Dredging Contractors of America; In 2013, following Hurricane Sandy, AshBritt was tasked with wet debris removal and dredging by the State of New Jersey

■ *Mass Decontamination* – Decon of buildings and facilities after detection of bio/chem toxic, harmful agents.

■ *Drying-in Services* – Emergency temporary dry-in of public facilities to include removal and disposal of affected building materials, securing structural openings, dehumidification and moisture abatement; In 2008 following Hurricane Ike, AshBritt was tasked by Orange County with providing building restorations services for 16 government buildings.

■ *Mold Remediation* – Identification and remediation of mold in buildings and facilities.

■ **Other Restoration Services**

■ *Vehicle, Boat & Vessel Containment & Disposal* – Removal, transport and disposal of abandoned vehicles, boats and other vessels to include aggregation staging, inventorying and indexing for easy location and retrieval. Information dissemination, owner contact, and supplemental investigations for proper disposition will be conducted. Scraping, decontamination and recycling of vehicles and vessels; AshBritt has a significant amount of experience removing abandoned vehicles. In 2012, AshBritt was tasked by New York City for a vehicle removal mission and transported 3,780 vehicles.

■ *Dead Animal, Livestock, Fish Collection* – Collect and lawfully dispose of animal, bird and fish carcasses from public property and right-of-ways. Specialized crews are dispatched to specific locations where remains have been identified to collect, haul and dispose of all carcasses as directed by the City.

➤ Management Standards & Approach

Obviously, as a South Florida based firm, residing in the same county as Pompano Beach and having had our corporate offices in Pompano Beach, we have a vested interest in its expeditious recovery, and a true sense of "pride" and "ownership". As such, we will ensure we deploy a dedicated, highly qualified senior management team, headed by a firm Principal, to maximize project cohesion. Ralph Dahlgren has been identified as the Senior Project Manager and Tim Mooney as the Project Manager should we be activated by the City of Pompano Beach. Further, we will ensure we supply all the necessary equipment, manpower and resources to complete the mission as safely and effectively as possible. Also, as emphasized herein, AshBritt has an extensive network of local subcontractors and vendors from Pompano Beach and Broward and Miami-Dade Counties, all of whom have worked or served on past AshBritt recovery projects. They are familiar with and "indoctrinated" and accountable to our established SOP, which will facilitate our overall performance. Beyond our management and resource capacity, however, we are financially stable enough to support multiple, large-scale projects, which is probably our most critical ability.

The Project Management Team (PMT) we deploy for the City will be commensurate with the severity and magnitude of the disaster event. Disaster debris stream quantities and makeup and overall post-disaster conditions, as is well known in South Florida, will *always* vary. We will respond specifically and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications structure, resources, and systematic plans of execution to ensure an efficient, rapid and safe recovery. For a large-scale recovery operation, we will deploy a broad, mostly specialized PMT to handle the complexity of an expanded recovery mission. For smaller events, when the recovery response is generally limited to the collection of vegetative debris, we will deploy a scaled-down PMT. Here, the PM will assume a greater share of overall responsibilities. Further, any deployed PMT will likely expand and contract over the course of the recovery, smoothly transitioning to achieve the optimal level of personnel.

AshBritt specifically assures the City that the management deployed for *any* recovery will be dedicated and sufficient to design the best *Management and Operations Plan* to meet the City's needs. The following standards, at a minimum, will be upheld for any recovery efforts in which we may be called upon to assist the City:

- **Rapid Deployment & Accessibility.** The quantity and quality of resources deployed to the City, as well as the speed of deployment of these will meet or exceed AshBritt's commitment to the City. We will make a full and concerted effort to effect an expeditious, safe and cost-effective recovery. Additionally, our senior management will be available 24/7 throughout the course of the project via various communication channels.
- **Common Framework.** As a known part of a larger effort and mutual aid response, best practices of cooperation, clear communication, collaboration, accountability and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained.
- **Project Responsibility.** AshBritt senior management, whether a large or small team is deployed, will have full responsibility and the authority to direct all subcontractors and teaming partners who are involved in the recovery efforts. Management will be solely responsible for all means, methods, operations, safety matters and other project procedures over us and all subcontractors.
- **Regulatory Compliance.** All activities related to every aspect of the recovery operation will be conducted according to FEMA, federal, state, and local laws, regulations and guidelines. Any deviation from the guidelines, whether through negligence or willful intent, will be addressed and adjudicated immediately and decisively, as well as reported completely and in a timely manner.
- **Self Sufficiency.** AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food and lodging, as well as equipment safety, maintenance, repair and fuel by means that are consistent with local requirements and with common sense to minimize adverse effects and further disruption in the City.
- **Timely and Accurate Reporting.** Daily, weekly or other cumulative reporting, accounting and attendant reconciliations will satisfy the City's standards. The best available support technology and systems will be used. And all data, documentation, and invoices will be timely, accurate and audit quality. Transparency of the documentation and reporting process through full client access to our fully compliant and accountable debris tracking system, Debris Information Management System (DIMS).
- **Financial Control & Integrity.** AshBritt via the employment of our SOPs and plans, and the administration and enforcement of such by our PMT, will ensure the most efficacious and cost-effective means of recovery performance. Further, with our sound financial standing, lines of credit, and streamlined DIMS tracking system we will be able to

rapidly and accurately compensate our subcontractors during the outset of any disaster event. Moreover, DIMS seamlessly segregates debris quantities (and types) from multiple contracts, including Federal Highway Administration (FHWA) debris quantities where applicable.

- **Qualified Technical Assistance.** Guidance offered by the *Technical Assistance Team* will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims in the shortest possible time frame. The *Team* will participate to the greatest extent allowable by the City and by federal and local authorities to offer the greatest support and assistance throughout the funding process, while at the same time maintaining the highest level of neutrality and integrity.
- **Safety & Health.** Operational safety, health and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Health and Safety Officer, will be empowered to address any potential unsafe conditions or actions. Immediate, swift action will be taken to correct any safety deficiency, while maintaining the utmost respect for all workers. Safety of citizens will be considered paramount.
- **Deficiency Response.** Project deficiencies (public or private collateral damage) will be posted, tracked, and reported in a timely manner to the City. Reports will fully describe the deficiency, supply evidence of a 24 hour response, of the conflict resolution, and of the corrective action to prevent future occurrences. Releases of repair or monetary settlements will be supplied to the City representative in a timely fashion.
- **Project Organization.** The recovery will proceed in accordance with a flexible, modular, coordinated and objective plan of action that can be easily adjusted or scaled to accommodate an ever changing recovery environment and mission. Operations, as most practicable, will be efficient, unified, and cost-effective, meeting the full and utter approval of the City. And deviations from the City's expectations or standards will be corrected in the shortest time possible.

▪ **Site Quality Control & Assurance Overview**

AshBritt employs a team of Quality Control Supervisors (QA/QCs) to monitor the overall safety and quality standards of the operations in the affected work area (debris collection zones, temporary disposal sites, and other public or private property, as applicable). QA/QCs enforce FEMA guidelines for debris eligibility, safety, project work rules, compliance with applicable laws, and timely follow-up to homeowner complaints and concerns, as well as specific City requests.

Specifically, QA/QCs assist in overseeing staging areas, crew certification and coordination, collection zones and crew navigation, and in enforcing our "clean as you go", traffic control and debris securing (i.e., tarping, load heights and weights) policies, as well as our safety and environmental plans. They conduct random equipment and vehicle inspections and toolbox safety meetings in the field. They enforce work hour and zone collection boundaries and ensure necessary corrective actions. They coordinate field operations with "other" contractors. They coordinate, monitor, compile and spot check all field documentation and reporting, and they act as field liaisons for our senior management. They oversee all damage reports and settlements. Moreover, throughout the recovery, QA/QCs monitor and report any threats to public health and safety, and track the overall progress of the cleanup, ensuring our collection passes are carried out as efficiently and safely as possible.

Our subcontractors are held accountable for repairing all collateral damages (both public and private) as a result of their negligence or accidents while carrying out the recovery. We encourage subcontractors to take due care when conducting cleanup operations; still some damage is unavoidable. We urge them to complete repairs within their capabilities immediately after they occur. If not discovered or when not feasible, our QA/QCs will respond to research and to ameliorate the situation. As a rule, QA/QCs will contact the person(s) making claims regarding damages within 24 hours of receiving said claim. Often contact is made sooner. Our QA/QC Compliance Manager tracks all damage claims (deficiencies) utilizing our advanced recovery tracking program, and ensures that proper follow-through is conducted with incidents that warrant prolonged attention. He assigns, as needed, QA/QCs to particular cases. After exhaustive investigation and communication, our QA/QCs, Project Manager and claimants discuss information such as method of repair and timeline for completion. We are committed to repairing all damages expeditiously (generally, within 30 days). Our QA/QCs obtain signed unconditional releases upon the resolution of each property damage claim. These indemnify the City and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any executed releases will be provided to City representatives on a weekly basis and at the end of the project for appropriate closeout.

AshBritt will ensure that all surface damage, such as rutting and pavement damage attributed to our subcontractors, we be filled to grade with like material and repaired to pre-damage conditions. We will diligently investigate and repair all damage caused by our equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, landscaped and other improved property, et cetera. Our crews and all field personnel are mandated to preserve and protect, to the best of their abilities, all existing structures, infrastructures, vegetation on or adjacent to the area of work (curbside or

otherwise). We will repair or replace with like materials all damaged mailboxes on the same day that the damage occurs, to the best of our abilities. QA/QCs through field supervisory vigilance will ensure to the best of their abilities that all staff and subcontractors providing service to the City will adhere to AshBritt's high standards of operations.

▪ *Safety, Quality & Environmental Control Overview*

It is paramount to AshBritt to conduct our work with the highest levels of safety, quality and environmental stewardship. We hold all of employees and subcontracting partners responsible for meeting these standards. We enforce comprehensive *Health & Safety, Quality Control and Environmental Control Plans*. AshBritt considers safety and environmental concerns seriously in any disaster recovery operation, and we have an impeccable record to show for it. As stated prior, during our management of Hurricane Katrina under the USACE, we maintained a less than .01 percent of lost-time injuries to total-man-hours worked. Additionally, in managing over 49 temporary disposal sites, we had negligible environmental impacts. Considering the grand scope of this mission, these statistics are an extraordinary testament to our commitment to safe and responsible operational practices.

We pride ourselves on continually training our personnel, as well as extending that knowledge to our subcontractors through written plans, on-the-job training, and outside education. All of our management staff are National Incident Management System (NIMS) and Incident Command System (ICS) certified, and our field personnel are HAZPOWER and OSHA 40 certified. Some hold other more specialized distinctions, as well, such as Certified Arborist. More important than any written plan or certificates of training, however, is the application of them. It is the vigilance and diligence that our safety managers, supervisors, quality control personnel, and all other staff and partners exhibit in the field that leads to our unparalleled achievements.

On all projects, we encourage and foster an environment of best safety practices and individual responsibility, with a swift and appropriate system for rewards and penalties commensurate with all work actions. Our plans collectively encompass some of these key aspects: safe work practices; accident prevention education; safe-certification of all operating equipment and follow-up inspections; debris transportation supervision by our QA/QCs to prevent over-loading and falling debris; traffic control to include flag-persons and traffic maintenance devices to protect vehicular and pedestrian traffic; site security; fire protection and air monitoring; hazard identification and mitigation; activity hazard analyses for operational tasks; respiratory protection procedures; accident investigation and reporting; noise mitigation; and emergency response actions.

What's more, our plans address vital environmental and infrastructure protection measures and pollution controls, such as: procurement of all environmental, materials handling and land-use permits and licenses, and dissemination of regulatory updates; protection and preservation of the surrounding ecosystem and natural habitats, to include surface and ground water considerations, air quality and soil control, sampling and testing, fish, wildlife and wilderness area protection, trees and botanical habitat and ground cover concerns, historic and archaeological designated areas identification and preservation, as well as noise and odor pollution and aesthetic concerns. Environmental impacts of collection activities are considered for prevention of further damage to infrastructure and for the handling and containment of hazardous materials and for the mitigation of any releases of handled hazardous materials, as well as for the control of vegetative debris containment.

Impacts of site selection, construction and reduction methods are considered, including: proximity to occupied dwellings and safety buffer zone availability; location and distance from water bodies, such as rivers, lakes, streams or wetlands; accessibility and closeness of obstructions and power lines; presence of onsite underground utilities or storage tanks; stability of soil strata and erosion and sedimentation control, as well as hauling traffic impacts on such. Local effects of various methods of debris processing and handling are evaluated, such as: air curtain incineration and open burning impacts (with attendant testing and disposition of ash), grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition and beneficial use), storage, decontamination and recovery of white goods (i.e., refrigerator containing appliances that require special handling) and recycling of such, household hazardous waste storage, containment and approved disposal, hazardous materials containment, storage, remediation and approved disposal.

Site restoration and closure and all attendant soil and ash testing is undertaken under Federal and City environmental guidelines to ensure no environmental contamination is left on sites. Any remediation and monitoring will be coordinated with City and/or Federal environmental protection agencies, as required and applicable. AshBritt management and staff specialist, through constant communication, referral, research and education, stay apprised of current Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) mandates, specific guidelines, rules and laws as they relate to disaster recovery and debris management.

We also stay informed through our work on other special environmental projects, which often correlate to disaster recovery work, and through our association, affiliation and contacts with the *American Public Works Association (APWA)*—various

Chapters, who stay apprised of additions or updates that affect their purviews.

▪ **Documentation and Reporting Overview**

Proper and efficient documentation and reporting of recovery activities is vital to successful recovery missions and the attendant reimbursement process. The documentation used and the system through which it is compiled and tracked is an integral and important part of the recovery process. For instance, the *City Debris Load Ticket* (or AshBritt's if necessary) will be used to record critical information about all loads of debris collected from public rights-of-way and transported to designated disposal sites, or transported from temporary debris sites to final disposal sites. Load tickets capture the fifteen (15) key data points, amongst other critical project data, described in FEMA-325, *Debris Management Guide*. Load tickets are essentially the currency of disaster recovery operations, as they allow all recovery participants to accurately document billable activities during the project. Load tickets are administered and completed by City representatives or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

The City may choose to use AshBritt's comprehensive *Truck Measurement Record* form (see sample later in this section). This critical form documents all the vital information regarding all haulers used in the course of a debris mission; it is a primary information and tracking document which serves as the foundation for all load tracking. In addition to documenting the critical hauler information, it is used as first tier safety certification document. By requiring both an AshBritt representative signature and a City representative signature, the validity of all data is supported. When a truck is certified, the pre-defined *Truck Measurement Record* number, as well as the measured load hauling capacity is transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable).

The *Truck Measurement Record* is multi-part form that is distributed to the City and/or their designated monitoring contractor. The truck driver secures a copy and AshBritt collects and scans all truck records daily; the data is transcribed electronically into our debris tracking system (DIMS) and compiled into electronic log books (for rapid batch downloading). The hard copies are also maintained sequentially in log books. Hard copies are also duplicated and kept in a separate log and location as backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

The collection, dumping and data collection process in brief: As debris is loaded at right-of-way worksites, monitors record all salient information onto load tickets, including the location, truck number, load hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities are verified and "scored" or "called" by tower monitors at temporary debris sites or final destination sites. AshBritt provides QA/QC tower personnel with truck capacity logs to verify the certified load hauling capacity, so to prevent any fraudulent activity. Once the official call is transcribed onto the "open" load ticket and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed to the truck driver, to the monitoring personnel (two copies, City and Monitoring Firm) and to an AshBritt representative. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied. An AshBritt representative relays load tickets collected at site towers several times per day.

All recorded load tickets are immediately scanned at our established data processing center and placed in queue to be input into our data management system. Before scanning, tickets are manually quality checked and batched by contract and work class (i.e., City, FDOT, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin. From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through our data management system. Each billed ticket, by category, is matched and checked against the data input into our system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system.

Variance reports are generated and corrections are made on either side to ensure proper data entry and subsequent payments. Furthermore, to assist our subcontractors we supply them with paper or electronic invoices that correspond to our system. This process greatly streamlines our subcontractor invoice approval and payment process, and, in turn, greatly increases the accuracy and speed of our reconciliation and billing processes for the City. All other forms used by AshBritt during the recovery process are in accordance with current FEMA requirements under the Public Assistance Program. Additionally, all of our recovery documents are scanned, stored and backed-up during projects. All data is transcribed into DIMS from which myriad status reports can be generated and from which all electronic files can be easily filtered and batch downloaded for backup, reconciliation and auditing purposes. Originals are also securely maintained.

➤ Basic Project Management Team Chart & Staffing Plan

▪ Key Project Management Personnel

AshBritt's greatest strength is our dynamic, knowledgeable and capable management team, which is skillfully led by an experienced core of company principals and senior managers. Our team has extensive expertise in conducting disaster recovery operations. They are continually engaged in professional development. All of our key managers are trained and conversant with the Federal Emergency Management standard Incident Command System (ICS), a key component of the National Incident Management System (NIMS). Key personnel are trained through the United States Army Corp of Engineers (USACE) program of Construction Quality Management for Contractors; the stringent standard for safety and quality control adhered to by the USACE. Select key personnel have also been trained in other USACE and OSHA-endorsed training programs. Many of our senior managers are certified in the Department of Defense's (DOD) Level 1 Awareness Anti-terrorism training. AshBritt actively participates in emergency management training and NIMS educational programs.

Our team consists of professionals from diverse backgrounds who understand all facets of recovery operations and who are empowered to make decisions quickly and definitively to push any recovery forward. They exercise direct, clear communication and listening skills to ensure all client concerns and needs are satisfied. Outlined below are AshBritt's key management personnel, along with experience summaries. Please note that this is a select list of personnel. AshBritt maintains a broad pool of reserve management and contract personnel with varied and extensive experience in the special demands of disaster recovery.

Key Personnel and Emergency Contacts				
<i>AshBritt key personnel are educated, trained and available to support the City's needs.</i>				
Name	Job Title	ABI Exp.	Functional Role	Contact Information
Randy Perkins	Chief Executive Officer	21	CEO	954-725-6992, rperkins@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; SAME; Business course work: UCF, Orlando, FL, UM. <u>Relevant Exp:</u> 26 yrs. site mgmt., debris reduction, 19 years disaster response-debris mgmt., collection and disposal. <u>Responsibilities:</u> Overall leadership for the company and project team. Provides vision, sets baselines, and provides guidance.				
John Noble	Chief Operating Officer	19	COO	954-683-0247, jnoble@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; 40/8hr Hazwoper; 8hr First Responder; ATL1; USACE Safety Training; SAME; MA, BS-Engineering (Solid/Haz Waste Mgt). <u>Relevant Exp:</u> 17 years disaster response mgmt., collection and disposal. <u>Responsibilities:</u> Leadership for the project team and all work activities. Enforces baselines, procedures, and provides guidance.				
Dow Knight	Senior Vice President	15	Contract Manager	954-818-4416, dow@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; 40hr Hazwoper, 8hr First Responder; ATL1, USAID Joint Humanitarian Operations Course, JTC - Consequence Mgmt. <u>Relevant Exp:</u> General logistics mgmt.; environmental and disaster response-debris mgmt., collection and disposal. <u>Responsibilities:</u> Logistics management for project assets; assists OM. Develops written project guidelines as determined by PM and Client. Provides oversight for field operations, QA/QC program, and special projects. Liaison for all project claims, subcontractors and payment procedures. Provides Client guidance with regard to the federal Public Assistance and other grant programs. Reviews project worksheets and documentation prior to submittal. Assists in preparation of clarification requests, appeals, and other written FEMA correspondence.				
Ralph Dahlgren	Senior Vice President	10	Senior Operations Manager	954-818-3564, rdahlgren@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; ATL1; MA, BA-Business Administration, UF, Gainesville, FIU, Miami FL. <u>Relevant Exp:</u> 18 years logistics/mgmt.; 10 years disaster response-debris management, collection and disposal. <u>Responsibilities:</u> Firm Principal. Primary liaison with Client; responsible for overall project leadership, management; and guidance to employees and subcontractors.				
Jeff Spoerl	Safety Manager	6	Safety Officer	815-483-9534, jspoerl@ashbritt.com
<u>Training/Education:</u> OSHA 40 Hour Hazardous Material Training, OSHA 10 Hour Card, OSHA 8 Hour Refresher, First Aid / CPR, Oxygen Administration, Safe Rigger Training, Safe Boating Certificate <u>Relevant Exp:</u> 20 years in related field supervisory, management, and safety experience. <u>Responsibilities:</u> Responsible for establishing and communicating project safety rules. Conducts vehicle and equipment safety inspections; investigates accidents. Prepares weekly "toolbox" safety meeting agendas; reviews dumpsite plan for safety concerns. Performs structure safety inspections including the DMS vehicle inspection towers.				
Tim Mooney	Project Manager	9	Quality Control	954-270-4555, tmooney@ashbritt.com
<u>Training/Education:</u> ICS-100, 700; CQCM; ATL1; Florida Fire Academy, EMT Training, Broward College, FL. <u>Relevant Exp:</u> 8 years field supervisory/management in disaster response-debris management.				

Key Personnel and Emergency Contacts				
<i>AshBritt key personnel are educated, trained and available to support's the City's needs.</i>				
Name	Job Title	ABI Exp.	Functional Role	Contact Information
Responsibilities: Responsible and accountable for all AshBritt operations and activities. Primary Client contact/liaison. Attends all Client meetings, planning and strategy sessions. Coordinates and prioritizes the efforts of the recovery team.				
Matt Gierden	Vice President	15	Senior Project Manager	239-229-5829, matt@ashbritt.com
Training/Education: ICS-100, 200, 230, 700; OSHA-40hr; 8hr First Responder; ATL1; FEMA Historical Preservation IS-253. Relevant Exp: 12 years field supervisory/management in disaster response-debris management. Responsibilities: Assists OM as needed. Develops written project guidelines as determined by PM and Client. Provides oversight for field operations, QA/QC program, and special projects. Provides organization and oversight for special projects (trees, stumps, parks, beaches, etc.). Ensures quality control for special projects. Tracks special project evolution and provides appropriate reports.				
Bill Johnson	Senior DMS Manager	20	Director of Site Operations	954-553-1488, bjohnson@ashbritt.com
Training/Education: ICS-100; CQCM; 40/8hr Hazwoper. Relevant Exp: 39 years waste, refuse mgmt. and transportation logistics; disaster response-debris mgmt., collection and disposal; DMS site construction and mgmt. Responsibilities: Establishes and advises on site operation plans. Responsible for setup and management of DMS sites. Ensures work rules, scheduling, logistics and safety are adhered to. Oversees the cleanup and restoration of sites.				
Danny D'Emidio	Project Manager	19	Debris Site Foreman	954-553-1479, ddemidio@ashbritt.com
Training/Education: ICS-100; CQCM; 40hr Hazwoper, 8hr First Responder; DOT Traffic Safety. Relevant Exp: 21 years disaster response/construction supervisory and management experience-site operations, debris collection, and removal. Responsibilities: Responsible for traffic control, assigning flaggers. Overseeing dumping operations and spotters, as necessary. Ensuring proper segregation of debris at site. Site safety and oversight of grinding and incineration operations.				
Richie Bensch	Project Manager	17	Debris Site Night Foreman	954-533-1477, rbensch@ashbritt.com
Training/Education: ICS 100; DOT Traffic Safety; Class B License; Mechanic/Welder. Relevant Exp: 13 years field supervisory in disaster response-debris management. Responsibilities: Responsible for traffic control, assigning flaggers. Overseeing dumping operations and spotters, as necessary. Ensuring proper segregation of debris at site. Site safety and oversight of grinding and incineration operations.				
Christina D'Emidio	Comptroller	8	Data Manager	954-816-1153, cdemidio@ashbritt.com
Training/Education: ICS 100, 700; 8hr First Responder Operations; MS, BS-Music Education; Accounting coursework, NOVA Institute. Relevant Exp: 7 years project administration and data mgmt. in disaster response-debris mgmt. Responsibilities: Responsible for accurate and timely posting of daily ticket/truck data to DIMS database. Tracks deficiencies as reported by the QA/QC team or Client from report to resolution. Ensures accurate Client reporting and develops custom reports as needed. Reconciles operational reporting and oversees invoicing and data management process.				

▪ **Manning Level Statement**

AshBritt currently maintains a full-time staff of 40 persons, of which half are management personnel. Our staff possesses a wide array of practical experience and training specific to disaster response and recovery. During hurricane season, heightened incidence of natural disasters or following actual events, our staffing typically increases. We augment personnel from a pool of long-standing on-call reservist and local recruits. For instance, following the 2004 storm season, we employed approximately 325 personnel (a ratio of about 1:9 full-time to temporary staff), and following the 2005 storm season we employed about 600 personnel (a ratio of about 1:15 full-time to temporary staff). In the recent past, following Hurricanes Dolly and Ike, we employed close to 100 personnel. And most recently, for our response efforts during the 2010 Mid-Atlantic Snow Blizzards (24 hour operations), we deployed 6 separate management teams (Project Managers and Supervisors) comprising a total of 42 personnel.

As a full-service disaster response and recovery firm, we are modeled and maintained as a rapid-response "turnkey" organization with the ability to service multiple clients in the aftermath of disaster events. We rely on our long-standing experience, proven methods, comprehensive planning and standard operating procedures to conduct all recovery missions. This framework encompasses pre-event planning, training and exercises, subcontractor management, logistics, resource management, health and safety protocols, quality assurance and control, environmental stewardship, communication protocols, systems integration and organizational planning, amongst other elements. As all disasters are unique, our framework remains flexible to respond and adapt to varied circumstances and client needs.

We have proven with our organizational framework and flexible base of operations, as well as our financial foundation, we can provide swift and comprehensive services, supplying and allotting all the resources and specialized materials vital to recovery missions. We have demonstrated time and again our capabilities to mobilize to either single catastrophic events or

multiple simultaneous events with hundreds to thousands of crews and with myriad resources and specialized services. We have over our history amassed an extensive nationwide network of reputable suppliers, vendors, and subcontractors (many of whom hail from South and Central Florida) who are readily available to respond to our missions. Overall, our corporate philosophy, personnel, equipment, resource chain, systems and technologies are all focused on the above objectives and competencies.

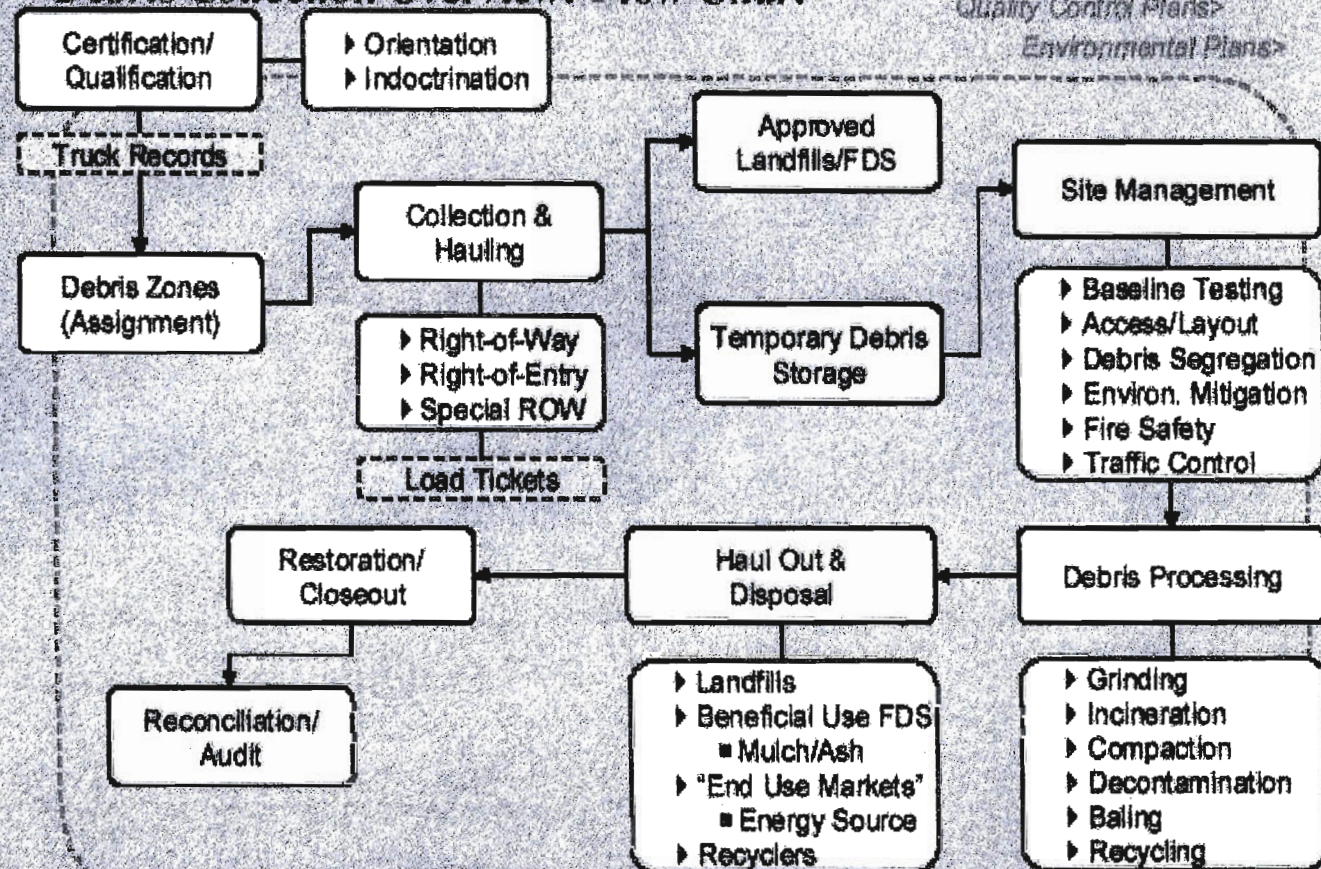
To the greatest extent possible we employ local personnel in disaster-affected areas, both to help expedite the recovery and to offer economic and moral support to those most affected. We try to employ individuals with readily transferable skills and background in situation/emergency response management, such as military, firefighting, police, EMT's or public works personnel. We have extensive policies and training procedures to ensure personnel are thoroughly instructed and able to perform at high levels safety and quality standards. AshBritt will deploy a dedicated senior management team for Manatee County and a full array of skilled manpower proportionate to the recovery mission at hand, and will not change this team throughout the duration of the mission. This will ensure project continuity will not be compromised in the event of subsequent disasters in other locations. AshBritt has sufficient experienced personnel to manage a multitude of projects, as illustrated herein.

Business Capability & Continuity: Through AshBritt's wide network of business partnerships and shared resources and facilities, we have the capabilities to respond to any disaster, anywhere, even in the event our corporate offices are incapacitated during a concurrent disaster. Through our satellite offices, mobile command centers, and variously located computer servers (for backup and security), we are poised to virtually eliminate down time and loss of continuity. We have experienced these challenges first-hand, and have the track record and proven capabilities to manage any possibility.

Training and Planning: To ensure the smoothest response and integration with our clients in managing any scale disaster event, we highly value and encourage pre-planning and training. AshBritt conducts annual training and/or specific workshops and presentations for all of our clients. Our training and workshop programs are customized and current. They cover topics ranging from new policy changes of the federal Public Assistance Program, to recent FEMA guidance, to technical assistance overviews, and to mobilization and operational considerations, including temporary debris site selection and evaluation, emergency facility and route designation and priorities, review of debris management plans, local subcontractor participation (with accompanying training workshops), recovery systems training (i.e., Debris Management System (DIMS), GIS assets and systems, billing protocols, etc.), and other area-specific operational considerations and caveats.

Debris Management: Operations (Cont'd.)

Debris Collection Overview: Flow Chart



Debris Stream Segregation Guidelines Illustration

Attachment

AshBritt
Environmental

There When You Need Us.

➤ Disaster Debris Stream Projections Tables, Pompano Beach

AshBritt, Inc. Disaster Response & Recovery Divisions

AshBritt, Inc. Summary Hurricane Debris Stream Projections, Pre-Event Planning Projections

For Potential Impacted Communities, Categories 1 through 5 /a

USACE Debris Estimation Model Output

Area: Pompano Beach

Wet Storm

Storm	Qty (yd3) /b	Qty (+30%)	Qty (-30%)	+/- .30 /c
Cat 1	277,048	360,162	193,934	83,114
Cat 2	1,108,192	1,440,649	775,734	332,458
Cat 3	3,601,624	4,682,111	2,521,137	1,080,487
Cat 4	6,926,199	9,004,059	4,848,340	2,077,860
Cat 5	11,081,919	14,406,495	7,757,343	3,324,576

Projected TDSRS Requirements (Wet)

	Total CYD	Req. Acres	Avg. Size	No. of Sites	Sites/24 hr
Event 1 (Cat 1)	277,048	29	30	1	1
Event 2 (Cat 2)	1,108,192	114	30	2	1
Event 3 (Cat 3)	3,601,624	371	30	7	4
Event 4 (Cat 4)	6,926,199	713	30	14	7
Event 5 (Cat 5)	11,081,919	1141	30	23	11

Note: Generally, 60% of land Area to provide for roads, safety buffers, and HHW areas. No. of sites take this into account.

Dry Storm

Storm	Qty (yd3) /b	Qty (+30%)	Qty (-30%)	+/- .30 /c
Cat 1	213,114	277,048	149,180	63,934
Cat 2	852,455	1,108,192	596,719	255,737
Cat 3	2,770,480	3,601,624	1,939,336	831,144
Cat 4	5,327,846	6,926,199	3,729,492	1,598,354
Cat 5	8,524,553	11,081,919	5,967,187	2,557,366

Projected TDSRS Requirements (Dry)

	Total CYD	Req. Acres	1	No. of Sites	Sites/24 hr
Event 1 (Cat 1)	213,114	22	30	1	1
Event 2 (Cat 2)	852,455	88	30	2	1
Event 3 (Cat 3)	2,770,480	285	30	6	3
Event 4 (Cat 4)	5,327,846	549	30	11	5
Event 5 (Cat 5)	8,524,553	878	30	18	9

Note: Generally, 60% of land Area to provide for roads, safety buffers, and HHW areas. No. of sites take this into account.

Notes:

a. For projections by political sub-division, please refer to the AshBritt, Inc. Disaster Debris Stream Projections Detailed Table.

b. Total debris projections in cubic yards for designated region (select communities) based on direct impact assumptions.

c. The USACE model has a plus or minus (+/-) thirty percent (30%) margin or error.

Source: U.S. Army Corps of Engineers (USACE) Debris Model for debris estimation.

AshBritt, Inc. Disaster Response & Recovery Divisions

AshBritt, Inc. Hurricane Summary Debris Stream Projections - Actual Preliminary Projections/Production Planning Matrices

For Potential Impacted Communities, Categories 1 through 5 /a

Production/Crew Matrix Reference

Target: Florida Clients (All)

Area: Pompano Beach

Wet Storm

Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
CY	277,048	1,108,192	3,601,624	6,926,199	11,081,919

Required CUBIC YARDS Per Week

Days	100% Cat 1	100% Cat 2	100% Cat 3	100% Cat 4	100% Cat 5					
1 (7)	18.0%	49,869	16.0%	177,311	15.0%	540,244	2.0%	138,524	2.0%	138,524
2 (14)	29.0%	80,344	21.0%	232,720	20.0%	720,325	6.0%	415,572	6.0%	415,572
3 (21)	25.0%	69,262	18.0%	199,475	18.0%	648,292	7.0%	484,834	7.0%	484,834
4 (28)	18.0%	49,869	14.0%	38,787	13.0%	144,065	11.0%	396,179	9.0%	623,358
5 (35)	10.0%	27,705	10.0%	27,705	11.0%	121,901	12.0%	432,195	11.5%	796,513
6 (42)			9.0%	24,934	7.0%	77,573	13.5%	486,219	11.0%	761,882
7 (49)			5.0%	13,852	5.0%	55,410	10.0%	360,162	9.0%	623,358
8 (56)			4.0%	11,082	4.0%	44,328	9.0%	324,146	7.5%	519,465
9 (63)			3.0%	8,311	3.0%	33,246	6.0%	216,097	6.5%	450,203
10 (70)					2.0%	22,164	4.2%	151,268	5.2%	362,933
11 (77)					1.3%	13,862	3.5%	126,057	4.0%	277,048
12 (84)					0.5%	5,541	3.0%	108,049	3.0%	207,786
13 (91)					0.3%	2,770	2.8%	100,845	2.6%	180,081
14 (98)							2.5%	90,041	2.5%	173,155
15 (105)							2.3%	81,037	2.3%	155,839
16 (112)							2.0%	72,032	2.0%	138,524
17 (119)							1.8%	63,028	1.8%	121,208
18 (126)							1.5%	54,024	1.5%	103,893
19 (133)									1.3%	86,577
20 (140)									1.1%	76,188
21 (147)									0.8%	51,946
22 (154)									0.8%	51,946
23 (161)									0.7%	45,713
24 (168)									0.5%	34,631
25 (175)									0.4%	27,705
26 (182)									0.3%	17,315
27 (189)										
28 (196)										
29 (203)										
30 (210)										
31 (217)										
32 (224)										

Assumption:

Avg. load capacity: 35.0 Per CY

Required LOADS Per Week

Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
1 (7)	1,425	5,066	15,436	3,958	3,958
2 (14)	2,296	6,849	20,581	11,873	11,873
3 (21)	1,979	5,699	18,523	13,852	13,852
4 (28)	1,425	1,108	4,116	11,319	17,810
5 (35)	792	792	3,483	12,348	22,758
6 (42)	-	712	2,216	13,892	21,768
7 (49)	-	396	1,583	10,290	17,810
8 (56)	-	317	1,267	9,261	14,842
9 (63)	-	237	950	6,174	12,863
10 (70)	-	-	633	4,322	10,370
11 (77)	-	-	396	3,602	7,916
12 (84)	-	-	158	3,087	5,937
13 (91)	-	-	79	2,881	5,145
14 (98)	-	-	-	2,573	4,947
15 (105)	-	-	-	2,315	4,463
16 (112)	-	-	-	2,058	3,968
17 (119)	-	-	-	1,801	3,463
18 (126)	-	-	-	1,544	2,968
19 (133)	-	-	-	-	2,474
20 (140)	-	-	-	-	2,177
21 (147)	-	-	-	-	1,484
22 (154)	-	-	-	-	1,484
23 (161)	-	-	-	-	1,306
24 (168)	-	-	-	-	989
25 (175)	-	-	-	-	792
26 (182)	-	-	-	-	495
27 (189)	-	-	-	-	-
28 (196)	-	-	-	-	-
29 (203)	-	-	-	-	-
30 (210)	-	-	-	-	-
31 (217)	-	-	-	-	-
32 (224)	-	-	-	-	-

➤ Technical Assistance & Federal Reimbursements

Following a major disaster event, complying with federal and state guidelines is critical for recovery operations conducted under the auspices of the federal *Public Assistance Program*. The reference materials that establish these guidelines are: the Debris Management Guide (FEMA); the Policy Digest (FEMA); the Public Assistance Guide (FEMA); the Applicant Handbook (FEMA); the Stafford Disaster Relief and Emergency Assistance Act (US Congress); and 44 C.F.R. (Code of Federal Regulations). Non-compliance by a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). AshBritt is proud to state that we have never been investigated for violation of federal guidelines, nor have our clients had eligible reimbursements withheld because of our own or our subcontractors' non-compliance with FEMA regulations and current guidelines.

AshBritt's *Technical Assistance Team* will provide experienced compliance and documentation specialists to guide client representatives through dealing with state and federal disaster funding agencies. AshBritt's key technical experts are former officials in the U.S. Army Corps of Engineers (USACE), the Department of Housing and Urban Development (HUD), the Environmental Protection Agency (EPA), and the Federal Emergency Management Agency (FEMA). All combined, they have greater than 98 years of disaster management experience, forty percent of which is directly related to the supervision and conduct of debris removal and disposal.

AshBritt realizes, first and foremost, as is emphasized in this proposal, the importance of establishing a comprehensive, applicable debris management plan and a sturdy operational foundation well before any disaster strikes. Moreover, it is critical for client financial security and overall project success that the exercised plan is acceptable to FEMA, both from a requirements and a coordination standpoint. AshBritt fully recognizes that the City of Pompano Beach desires to maximize all federal reimbursements as a sub-grantee for all post-disaster response and recovery work (all applicable Categories A through G). Accordingly, for AshBritt's role, we declare that we will not deviate from acceptable FEMA practices and procedures, and that we will not forward, partake in, or condone any fraudulent claims, or devious and illegal practices, that may disqualify eligible FEMA reimbursement to the City.

Furthermore, we will not propose or charge the City excessive and unreasonable rates for any scopes of work, nor will we jeopardize eligible funding by billing for ineligible work or work not performed or services not provided, or by maintaining disorganized, incomplete and inadequate records and documentation. Last, but not least, we will protect to the greatest extent practical all public and private property and never willfully neglect our working environments; we will protect the environment, infrastructure, persons and minimize project costs to the best of our abilities ensuring all work will be eligible for federal monies.

The team will partake in the following activities, as applicable and at a minimum, to guarantee the City receives the maximum eligible reimbursement from external sources.

- 27 Provide pre-event training and recovery overview to community staff and local elected officials.
- 28 Recommend and draft and recommend specific local government "resolutions" for recovery funding purposes.
- 30 Provide guidance for the estimation of debris volumes by category and by debris management costs for Initial Damage Assessment and Preliminary Damage Assessment reports
- 34 Brief local government managers on the recovery process, critical meetings, required procedures and the current disaster recovery environment to avoid lost opportunities and delays with reimbursements.
- 36 Assist in the organization of a community disaster recovery program and team.
- 40 Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the "Applicant's Briefing" and the "Kick-off Meeting".
- 48 Assist the community with preliminary documentation for the Project Worksheets, a critical undertaking to ensure full reimbursement (maintaining neutrality).
- 50 Review for accuracy, completeness, and value all Project Worksheets and documentation sent to or returned from the state and/or federal agencies.
- 55 Assist and support the local recovery team throughout the recovery for as long as needed.
- 57 Provide guidance on and about alternate grants (NRCS, FHWA, FDOT, et al.) and/or mitigation opportunities resulting from the disaster event.
- 60 Provide copies of all applicable documentation, including truck certifications, load haul tickets, time sheets, daily work forms, project summary sheets, permits, leases, violations, etc.
- 62 Conduct an exit interview with community managers and/or local recovery team members.
- 64 Prepare a disaster event After Action Report for community management.
- 65 Remain available for additional special assistance and guidance.

■ **Public Assistance Reimbursement Process Summary**

The AshBritt Technical Assistance Team will provide experienced compliance and documentation specialists to guide client representatives through dealing with state and federal disaster funding agencies. AshBritt's key technical experts are former officials in the U.S. Army Corps of Engineers, the Department of Housing and Urban Development, the Environmental Protection Agency, and the Federal Emergency Management Agency (FEMA). All combined, they have greater than 98 years of disaster management experience, forty percent of which is directly related to the supervision and conduct of debris removal and disposal.

Complying with federal and state guidelines is crucial in disaster recovery operations conducted under the auspices of the federal Public Assistance Program. The reference materials that establish these guidelines are: the Debris Management Guide (FEMA); the Policy Digest (FEMA); the Public Assistance Guide (FEMA); the Applicant Handbook (FEMA); the Stafford Disaster Relief and Emergency Assistance Act (US Congress); and 44 C.F.R. (Code of Federal Regulations).

Non-compliance by a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). AshBritt is proud to state that we have never been investigated for violation of federal guidelines, nor have our clients had eligible reimbursements withheld because of subcontractor non-compliance with FEMA regulations.

The team will partake in the following activities, as applicable and at a minimum, to guarantee the City receives the maximum eligible reimbursement from external sources.

- Provide pre-event training and recovery overview to community staff and local elected officials.
- Draft and recommend specific local government resolutions for recovery funding purposes.
- Provide guidance for the estimation of debris volumes by category and of debris management costs for Initial Damage Assessment and Preliminary Damage Assessment reports
- Brief local government managers on the recovery process, critical meetings, required procedures and the current disaster recovery environment to avoid lost opportunities and delays with reimbursements.
- Recommend and assists in the organization of a community disaster recovery program and team.
- Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the Applicant's Briefing and the Kick-off Meeting.
- Assist the community with preliminary documentation for the project worksheets, a critical undertaking to ensure full reimbursement.
- Review for accuracy, completeness, and value all project worksheets and documentation sent to or returned from the state and/or federal agencies.
- Assist and support the local recovery team throughout the recovery for as long as needed.
- Provide guidance of alternate grants (NRCS, FHWA, SRIA (Sandy Recovery Act) FDOT, et al.) and/or mitigation opportunities resulting from the disaster event.
- Provide copies of all applicable documentation, including truck certifications, load tickets, time sheets, daily work forms, project summary sheets, etc..
- Conduct an exit interview with community managers and/or local recovery team members.
- Prepare a disaster event after action report for community management.
- Remain available for additional special assistance and guidance.

With respect to the filing and securing of other grant funds and leveraging opportunities for disaster recovery, AshBritt has customarily taken an advisory role, simply apprising clients of other available grant programs. These programs, generally, are administered by the Natural Resource Conservation Service (NRCS), the Federal Highway Administration (FHWA), the Department of Agriculture (USDA), and the Department of Labor (USDOL).

■ **Organization**

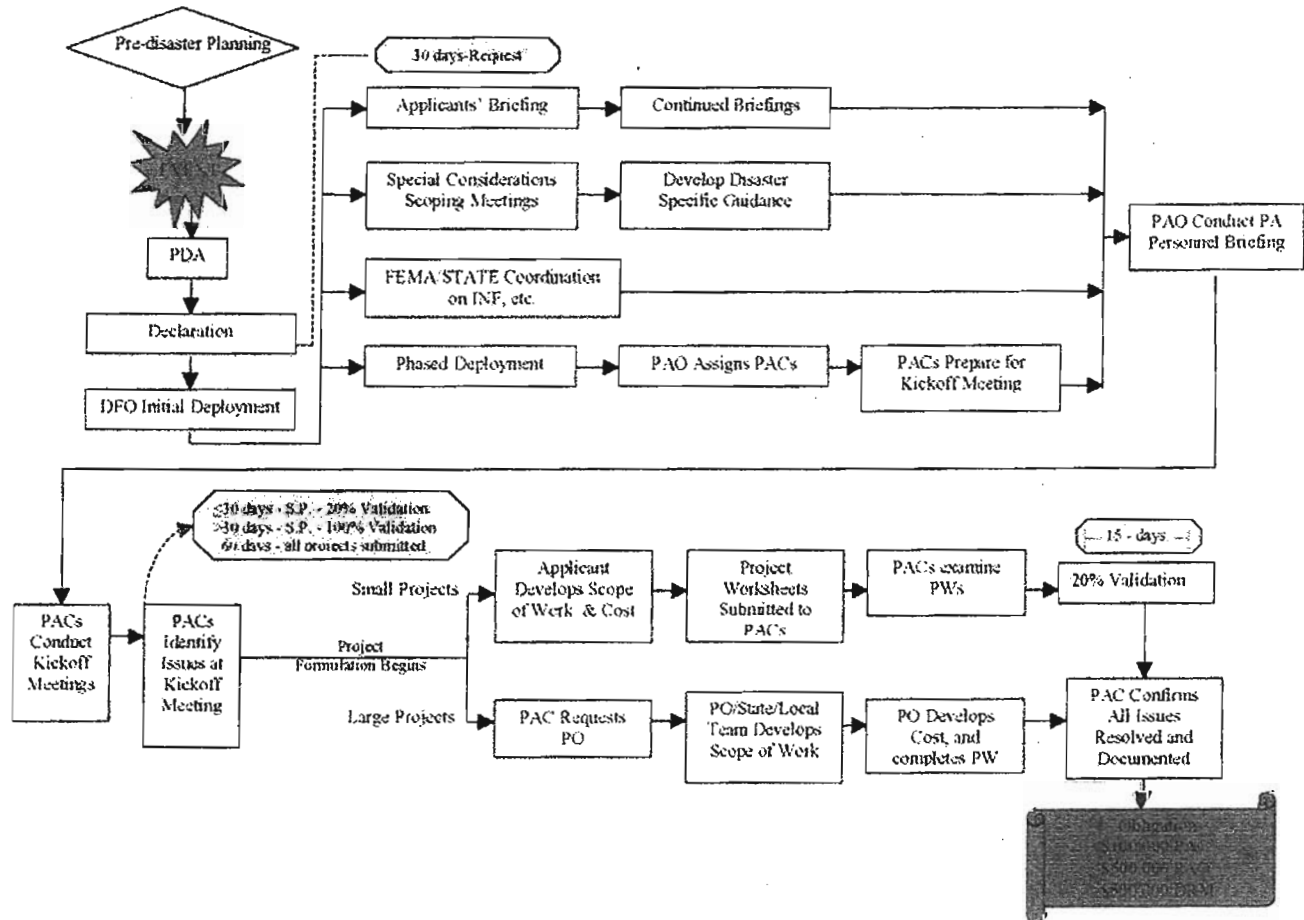
To fully understand how the Public Assistance Program works it is important first to understand the organizational structure as it relates to FEMA, the State of Florida, and the City of Pompano Beach. Following a disaster declaration by the President of the United States, FEMA will enter into a contract with the State of Florida that will define the responsibilities and accountabilities for the federal and state governments. The State, having requested federal assistance for the recovery through application by the Governor, becomes the "Applicant". Local jurisdictions requesting federal assistance through the State are "Sub-applicants" with no direct contractual relationship to FEMA.

The best situation for local government is to have a strong State Emergency Management department that is willing and able to support their constituent communities when the inevitable conflicts arise during the recovery mission. Without consistent and firm support from the State disputes related to eligibility, contract implementation, and reimbursement will invariably be determined solely by FEMA in favor of the FEMA position regardless of the facts or the impact to the local community(s).

Please refer to following page for an illustrative flowchart of the Public Assistance Process.

Our dedication and follow-through with respect to our client's FEMA reimbursements is unmatched, as is our commitment to continuously looking out for the best interests of our clients, whether before, during or after disasters. It is this dedication and commitment that truly sets us apart from our competition.

Public Assistance Process Flowchart (DFO)



➤ Debris Information & Documentation Tracking

AshBritt, through our proprietary Debris Information Management System (DIMS) suite and GIS capabilities, provides electronic and computerized updates of daily, weekly, and cumulative recovery progress. These reports and graphics clearly illustrate daily and cumulative volumes recovered, crew locations, estimated percentage completion, deficiency location and status and hot spot/punch list status, as applicable. Data, reports and illustrative graphics will be accessible via web sites, as appropriate, on secure servers for the City of Pompano Beach and other representatives and officials.

As we separately track recovery service data through DIMS and other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All salient information is clearly identified on invoices and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements.

Moreover, given the flexibility afforded us by our real-time data processing and analysis, we are also open to any process suggestions by our clients. Our processes are extremely adaptable and flexible, so we can accommodate any specific billing procedures or systems. Per any City guidance and instruction, AshBritt will submit all project invoices with all applicable backup and supporting documentation as required for validation of their correctness. AshBritt will include as backup for all billing periods hard copies of the actual debris load tickets, hard copies of all landfill weight tickets (as applicable), hard copies of the all data in an Excel spreadsheet format, and electronic files of the Excel spreadsheet in an acceptable format to the City. Furthermore, any additional data and information in any required format which the City may request will be supplied. Sample project invoices are available upon request. AshBritt would be happy to review further our billing protocols and supply other samples of project billing invoices and records with the City.

In support of accurate accounting and reporting on a field level, we assign specific duties to members of our management team in support of documentation controls and processing. We typically use a number of manual reports and logs to track all work scope activities; these are subject to a tiered approval process, where applicable. Our Project Manager, in the end, is required to endorse all documents that commit funds. Hourly Equipment Logs and Time Sheets are used during emergency debris clearance ("push") operations (Phase 1). These are multi-part forms which are distributed to applicable parties.

In addition to completed Truck Measurement Records and Load Haul Tickets, which are scanned and stored in our database (via FTP transfer), manual Truck Measurement and Truck Load Call logs are maintained. Moreover, QC Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers and routed daily to our central processing office, where our Project Manager reviews as necessary.

All field documentation, reports and photographs are scanned and stored digitally in DIMS – in which they are linked to applicable service or work scopes for rapid retrieval and reporting functions. All digitally stored documents are available for batch download for clients. Ultimately, a systematic process is established to collect all the project documentation needed to validate the location, time, type, length, and quantity of services conducted with the objective of full compliance to federal and state reimbursement regulations.

The daily report is the daily record of operations at a job site and will be kept current. It is an essential tool for recording and reporting the daily progress, safety, and quality activities. These reports are the official record of work performance and compliance with project plans and specifications. It is therefore important that the reports are correct and timely. AshBritt's QC Manager or his representative is responsible for preparing the daily report and submitting the reports to the Project Manager. The Project Manager is responsible for submitting the daily report to the City. If there are any discrepancies between the daily report and the corresponding tickets, those discrepancies shall be reconciled no later than the following day.

■ Documentation and Reporting Overview

Proper and efficient documentation and reporting of recovery activities is vital to successful recovery missions and the attendant reimbursement process. The documentation used and the system through which it is compiled and tracked is an integral and important part of the recovery process. For instance, the City Debris Load Ticket (or AshBritt's if necessary) will be used to record critical information about all loads of debris collected from public rights-of-way and transported to designated disposal sites, or transported from temporary debris sites to final disposal sites. Load tickets capture the fifteen (15) key data points, amongst other critical project data, described in FEMA-325, Debris Management Guide. Load tickets are essentially the currency of disaster recovery operations, as they allow all recovery participants to accurately document billable activities during the project. Load tickets are administered and completed by City representatives or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

The City may choose to use AshBritt's comprehensive Truck Certification Form (shown above). This critical form documents all the vital information regarding all haulers used in the course of a debris mission; it is a primary information and tracking document which serves as the foundation for all load tracking. In addition to documenting the critical hauler information, it is used as first tier safety certification document. By requiring both an AshBritt representative signature and a City representative signature, the validity of all data is supported. When a truck is certified, the pre-defined Truck Measurement Record number, as well as the measured load hauling capacity is transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable). Truck Measurement Records are multi-part forms that are distributed to the City and/or their designated monitoring contractor. The truck driver secures a copy and AshBritt collects and scans all truck records daily; the data is transcribed electronically into our Debris Information Management System (DIMS) and compiled into electronic log books (for rapid batch downloading). The hard copies are also maintained sequentially in log books. Hard copies are also duplicated and kept in a separate log and location as backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

The collection, dumping and data collection process in brief: As debris is loaded at right-of-way worksites, monitors record all salient information onto load tickets, including the location, truck number, load hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities are verified and "scored" or "called" by tower monitors at temporary debris sites or final destination sites. AshBritt provides QA/QC tower personnel with truck capacity logs to verify the certified load hauling capacity, so to prevent any fraudulent activity.

Once the official call is transcribed onto the "open" load ticket and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed to the truck driver, to the monitoring personnel (two copies, City and Monitoring Firm) and to an AshBritt representative. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied. An AshBritt representative relays load tickets collected at site towers several times per day.

All recorded load tickets are immediately scanned at our established data processing center and placed in queue to be input into our data management system. Before scanning, tickets are manually quality checked and batched by contract and work class (i.e., City, FDOT, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin.

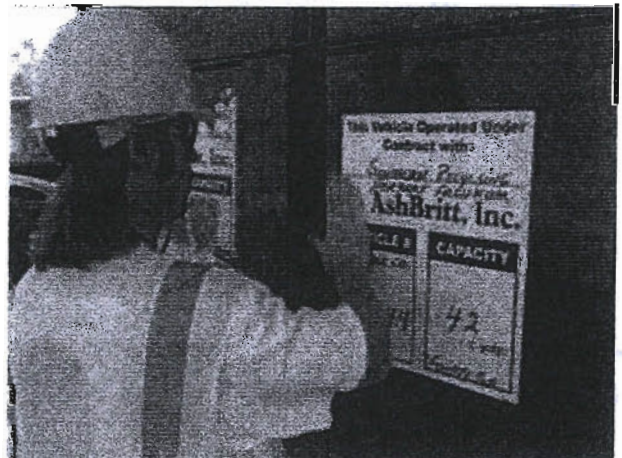
AshBritt Environmental
Truck Measurement Record

Critical Information
Project No. _____ Date _____ Time _____ Location _____

Instructions
1. This form is to be used to record the measurement of debris loads on trucks.
2. The driver must complete this form before the truck leaves the site.
3. The driver must provide a valid driver's license and a valid insurance policy.
4. The driver must provide a valid vehicle registration and a valid title.
5. The driver must provide a valid proof of liability insurance.
6. The driver must provide a valid proof of commercial insurance.
7. The driver must provide a valid proof of cargo insurance.
8. The driver must provide a valid proof of debris hauling insurance.
9. The driver must provide a valid proof of debris hauling license.
10. The driver must provide a valid proof of debris hauling permit.

Signatures
City Representative: _____
AshBritt Representative: _____

Measurements
Debris Type: _____ Quantity: _____
Truck Capacity: _____ Weight: _____



From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through our data management system. Each billed ticket, by category, is matched and checked against the data input into our system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system.

Variance reports are generated and corrections are made on either side to ensure proper data entry and subsequent payments. Furthermore, to assist our subcontractors we supply them with paper or electronic invoices that correspond to our system. This process greatly streamlines our subcontractor invoice approval and payment process, and, in turn, greatly increases the accuracy and speed of our reconciliation and billing processes for the City.

All other forms used by AshBritt during the recovery process are in accordance with current FEMA requirements under the Public Assistance Program. Additionally, all of our recovery documents are scanned, stored and backed-up during projects. All data is transcribed into DIMS from which myriad status reports can be generated and from which all electronic files can be easily filtered and batch downloaded for backup, reconciliation and auditing purposes. Originals are also securely maintained.

▪ ***Project Invoicing & Billing Overview***

With AshBritt's extensive past experience and advanced debris tracking system, DIMS, we can ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA guidelines. We can accommodate weekly or bi-weekly billing cycles that are preceded by pre-invoice data reconciliations. This encompasses both unit and hourly services. Our streamlined process, which has been field tested over the past five years, has become our standard operating procedure and is now conducted for all invoice submittals. As we separately track recovery service data through DIMS and through other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy.

Given the flexibility afforded us by our real-time data processing and analysis, we are also open to any process suggestions by our clients. Our processes are extremely adaptable and flexible, so we can accommodate any specific billing procedures or systems. Additionally, for invoice processing, all pass-through charges if applicable will be consolidated and summarized by like categories and submitted to the City accordingly. All applicable backup for all invoices will be included for ease of review and to facilitate timely reimbursement.

In support of accurate accounting and reporting on a field level, we use a number of manual reports and logs, which are subject to a tiered approval process. Our Project Manager, in the end, is required to endorse all documents that commit funds. Hourly Equipment Logs and Time Sheets are used during the emergency clearing phase. These are multi-part forms which are distributed to applicable parties. In addition to completed Truck Measurement Records and Load Tickets, which are scanned and stored in our database, manual Truck Measurement and Truck Load Call logs are maintained. Moreover, QA/QC Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers and routed daily to our central processing office, where our Project Manager reviews as necessary. Ultimately, a process is established to collect all the documentation needed to validate the location, time, type, length, and quantity of services conducted.

Per any City guidance and instruction, AshBritt will submit all project invoices with all applicable backup and supporting documentation as required for validation of their correctness. AshBritt will include as backup for all billing periods hard copies of the actual debris load tickets, hard copies of all landfill weight tickets (as applicable), hard copies of the all data in an Excel spreadsheet format, and electronic files of the Excel spreadsheet in an acceptable format to the State. AshBritt recognizes that payments will not be made based off of incorrect invoices; however, if our pre-invoice data reconciliation process is followed, all invoices should be fast-tracked for approval and payment. If a submitted invoice is erroneous, AshBritt will correct all errors and submit a revised invoice for payment. AshBritt will not bill for any debris collected in areas located outside of the City Assigned Debris Control Zone, nor will we bill duplicate tickets.

Our backup data and Excel spreadsheet will include, at a minimum and as applicable, the following for each load collected:

- Date of Load
- Time of Load
- Street Name and Area
- Debris Hauler Name (Subcontractor)
- Truck Number (Certs, as necessary)
- Certified Truck Capacity in cubic yards (Certs and Truck Record logs, as necessary)
- FEMA Approved Cubic Yardage of debris disposed (if applicable)
- Corresponding Invoice Number

- Ticket Number
- Landfill Disposal Ticket Number (if applicable)
- Landfill Disposal Weight (if applicable)
- Disposal Type, (i.e. Landfill, Incineration)

Hardcopies of the backup data spreadsheets accompanying all invoices will contain data and information pertaining only to the submitted applicable invoice. The spreadsheet included with each invoice will depict one sheet with data and information pertaining only to the invoice being submitted and a second sheet, which summarizes all data and information from the project to date (i.e., a cumulative total). Furthermore, any additional data and information in any required format for which the City may request, will be supplied.

▪ ***Debris Information Management Overview***

AshBritt, through our proprietary Debris Information Management System (DIMS) provides electronic and computerized updates of daily, weekly, and cumulative recovery progress via the web. These reports and graphics clearly illustrate daily and cumulative volumes recovered, crew locations, estimated percentage completion, deficiency location and status and hot spot/punch list status, as applicable. Data, reports and illustrative graphics will be accessible via web sites, as appropriate, on secure servers for the City and other representatives, officials and citizens. As we separately track recovery service data through DIMS and through other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements.

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In addition to completed Truck Measurement Records and Load Haul Tickets, which are scanned and stored in our database (via FTP transfer), manual Truck Measurement and Truck Load Call logs are maintained. Moreover, QC Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers and routed daily to our central processing office, where our Project Manager reviews as necessary.

All field documentation, reports and photographs are scanned and stored digitally in DIMS – in which they are linked to applicable service or work scopes for rapid retrieval and reporting functions. All digitally stored documents are available for batch download for clients. Ultimately, a systematic process is established to collect all the project documentation needed to validate the location, time, type, length, and quantity of services conducted with the objective of full compliance with federal and state reimbursement regulations.

The daily report is the daily record of operations at a job site and will be kept current. It is an essential tool for recording and reporting the daily progress, safety, and quality activities. These reports are the official record of work performance and compliance with project plans and specifications. It is therefore important that the reports are correct and timely. AshBritt's QC Manager or his representative is responsible for preparing the daily report and submitting the reports to the Project Manager. The Project Manager is responsible for submitting the daily report to the City. If there are any discrepancies between the daily report and the corresponding load tickets shall be reconciled no later than the following day.

DIMS FlexCap Overview

➤ Safety & Health Plan Statement

AshBritt has developed a comprehensive Site Specific Safety Plan (SSSP) for employment during any recovery mission. Our SSSP incorporates the aspects necessary to be progressive in our committed priority of ensuring the safety of all employees, clients and general public on all of our projects.

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of the SSSP. Next, the Scope of Work details the standard operating procedures for the various work phases and the specific AHA which address the possible hazards involved in the project and are provided for all phases of work. Also, in order to monitor the hazards/risks and exposures in accordance with this plan, control measures are set in place. Lastly, two AshBritt senior executives have been members of the **Safety Pays Committee for the USACE Jacksonville District** since 2009.

Health and safety provisions include training all personnel on the proper use and application of PPE, sanitation concerns, housekeeping priorities, First Aid requirements and accident/incident reporting. In addition, all provisions of the most recent edition of USACE EM 385-1-1, National Fire Prevention Code, the United States Coast Guard Regulations and any applicable local requirements are detailed and will be adhered to.

An important safeguard included in the SSSP is the proper and authorized utilization of machinery, mechanized equipment and motor vehicles. In order to ensure a proactive safety environment, pre-work inspections along with periodic site inspections of equipment and personnel will be performed by authorized and qualified personnel. In the event of an action of non-compliance with the SSSP, such as but not limited to improper SOP or alcohol or substance abuse while on duty, progressive disciplinary action will be determined by authorized personnel.

An essential piece of an effective SSSP is to have informed personnel. This is accomplished by providing training and instruction to all workers including managers and supervisors and by establishing and maintaining a continuously flowing employee communication system between management and staff.

AshBritt is committed to safety and striving for a goal of ZERO incidents. **AshBritt's current EMR rating is .99.** In the event of an incident an accident/exposure investigation process along with an emergency response and contingency plan has been established. In order to comply with OSHA 1910.1200, Hazard Communications Standard, a written Site Specific Hazard Communication Program has been established for AshBritt. Along with the Site Specific Hazard Communication Program, the Accident Prevention Plan is also available for review by any interested employee.

As stated above, AshBritt considers safety and environmental concerns very seriously in any disaster recovery operation and we have an impeccable record as a result. During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total-man-hours worked. Additionally, in managing over 49 temporary disposal sites, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. They are a true testament to our commitment to safe and responsible practices.

Furthermore, our past track record in working on several USACE demolition projects in Fort Rucker, Alabama exemplify our dedication to high standards of safety performance. AshBritt was awarded *Contractor of the Quarter* several times for our safety achievements on these projects.

We pride ourselves on continually training our own personnel, as well as extending that knowledge to our subcontracting partners through written plans, on-the-job training and outside education. All of our management staff as previously expressed are ICS certified and most of our full-time field personnel are OSHA 40 Hour HAZWOPER certified.

AshBritt prides itself on bringing innovative ideas to the disaster recovery industry. Below, we have detailed our Safety Pays Incentive Program. This program recognizes personnel for actively adhering to our safety standards.

▪ ***Safety Pays Incentive Program***

Purpose: To create and foster a safe working environment by using innovative practices and programs that will motivate personnel to exercise safe work practices.

Step 1: Inform all personnel of the required Personal Protective Equipment (PPE) through safety meetings and the Temporary Debris Storage and Reduction Site (TDSRS) message board. Safety starts from the top therefore, this should involve all personnel at a TDSRS. Once the areas where PPE have been clearly defined, instruct management and officers of the company to observe and correct personnel who are out of compliance.

Step 2: Determine the safety incentive and how it will be disbursed including the factors involved in choosing a recipient.

- **Safety Incentive: A gift card.** This incentive could be given out on a predetermined basis such as daily, weekly or whenever the inspector observes an outstanding example of personnel exhibiting safe work practices.
 - In the daily format, AshBritt will purchase a number of \$25.00 gift cards to national chain stores (Target, Wal-Mart, Barnes & Noble, Starbucks, Walgreens, etc.). These gift cards would then be given at random to a team or individual who continuously complies with the safety requirements set forth by AshBritt. An individual such as the Safety Officer, Contractor Quality Control Systems Manager (CQCSM), or Corporate Officers would give these gifts on the spot and the recipient would be acknowledged and identified at the next safety meeting.
 - In the weekly format, AshBritt will purchase a number of \$50.00 gift cards to national chain stores (Target, Wal-Mart, Barnes & Noble, Starbucks, Walgreens, etc.) These gift cards will be distributed by the above management personnel after they observe the complete safety program for one week and choose one or more individuals to be recognized at the next weekly safety meeting. The successful individuals will be given the opportunity to choose a gift card of their choice and those individuals would be given this recognition in front of their assembled team.

The factors for choosing a recipient should include, but are not limited to, the following:
PPE being worn properly, Federal and State DOT laws being adhered to (load height, speed limits, vehicle inspections), adherence to the site specific safety plan, overall attitude toward safety any other criteria as stated by AshBritt management personnel.

Step 3: Inform the workers at the weekly safety meeting.

Step 4: Instruct the Managers and QC personnel to continuously remind the workers about the goal of being safe and the innovative incentive to do so. During safety meetings, discuss why the individual receiving the safety pays incentive award is doing so and encourage others to follow this example.

Step 5: Ask for feedback from all personnel as to the effectiveness of the program. AshBritt can use this feedback during its After Action Review on the project.

Two of our executives have also been on the USACE Jacksonville District Safety Pays committee since 2009. In 2011, they were recognized for their participation with the below letter.

AshBritt is also currently researching the use of mobile devices for recording QA/QC inspections. Tablets and smart phones can be utilized for recording data for continuous improvement. This functionality will relieve field personnel from completing and managing hard-copy forms. In addition, the reports will be recorded and accessible by leadership on a real-time basis.

▪ **Health, Safety & Accident Prevention Plans**

AshBritt is committed to protecting its employees, its clients and the general public on all disaster recovery projects. This fundamental company value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery operation and we have an impeccable record as a result. **AshBritt's current EMR rating is .99.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total-man-hours worked. Additionally, in managing over 49 temporary disposal sites, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary.

The following guidelines validate our commitment to safety:

- The Operations Manager is responsible for supporting and monitoring the safety, health, and risk management process
- Health and Safety Officer (HSO) is responsible and accountable for leading and implementing the safety, health, and risk management process
- All supervisors possess skills and knowledge commensurate with project responsibilities
- All employees must comply with safety, health, and risk management requirements
- We continuously improve safety management by identifying and implementing innovative ideas and processes
- We foster a culture that aligns safety, health, and risk management with all other business objectives
- We persistently emphasize the importance of safety, health, and risk management to our employees and partners
- Planning, process, and lack of incidents will be the measure of our success
- Referenced Materials: AshBritt H&S Manual, USACE EM 385-1-1, 29 Code of Federal Regulations (CFR) 1910,1926 and ANSI Standards

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of the Site Specific Safety Plan (SSSP). Next, the Scope of Work details the standard operating procedures for the various work phases. Lastly, the specific Activity Hazardous Analysis' (AHAs) address the possible hazards involved in the project.

AshBritt prides itself on bringing innovative safety ideas to the disaster recovery industry. Our comprehensive Safety Pays Incentive Program recognizes personnel for actively adhering to our safety standards. AshBritt is also researching the use of **mobile devices for recording QA/QC inspections.** Tablets and smart phones can be utilized for recording data for continuous improvement. This functionality will relieve field personnel from completing and managing hard-copy forms. In addition, the reports will be recorded and accessible by leadership on a real-time basis. Lastly, two AshBritt senior executives have been members of the **Safety Pays Committee for the USACE Jacksonville District** since 2009.

AshBritt has developed a comprehensive SSSP for employment during any recovery mission. Our SSSP incorporates the aspects necessary to be progressive in our committed priority of ensuring the safety of all employees, clients and general public on all of our projects.

▪ **Site Specific Safety and Health Plan**

Client Name:	City of Pompano Beach, FL	Contract Number: TBD
Contractor Name:	AshBritt, Inc. 565 East Hillsboro Boulevard Deerfield Beach, Florida 33441	954-725-6992 Phone 954-725-6991 Fax Email: response@ashbritt.com
AshBritt Principal:	John Noble, Chief Operating Officer	

The following *Site Specific Safety Plan* (SSSP) identifies the scope of work, accompanying hazards, applicable control and preventative measures, as well as the orientation, instruction, inspection, reporting, communication lines and investigations of safety concerns and incidents. Furthermore, it identifies the roles and responsibilities of key management in carrying out the plan objectives.

Description of Work to be performed:

Debris Loading, Debris Hauling, Hazardous Tree Mitigation, Debris Reduction, Final Disposition of Reduced Debris/Material & TDSR Site Restoration

Working	Reference	Emergency	Response	Plans:
Spill Plans (01.E.01, 06.A.02)				
Firefighting Plan (011.01, 19.A.04)				
Contingency Plan for Severe Weather (19.A.03)				
Source: U.S. Army Corps of Engineers,			Manual EM	385-1-1

➤ Plan Elements

Activity Hazard Analysis

Prior to commencement of any phase of debris operations, the Operations Manager and/or Health and Safety Officer will address the *Activity Hazard Analysis*. Some sample AHAs include the following:

Debris loading	Debris hauling and Dumping	Debris reduction
Equipment Setup	Hazardous Tree Removal	Hazardous Hanging Limb Removal
Tree Climbing	Tree Felling	Stump Removal
Debris Loading	Demolition	Freon Reclamation

▪ **Control Measures**

AshBritt site staff will monitor the hazards, risks and exposures in accordance with this SSSP. The plan addresses the various hazards, risks and exposures. Unsafe or unhealthy work conditions; practices or procedures shall be corrected in a timely manner based on the severity of the hazard.

▪ **Personal Protective Equipment (PPE)**

Personnel will be trained in the proper use and application of PPE. At a minimum, personnel shall be required to wear clothing suitable for the weather and conditions including Class 2 Hi-Vis clothing as the outer layer (per ANSI/ISEA 107), shirts with sleeves, long trousers, safety shoes or boots, and head protection (per ANSI Z89.1) as or if hazards warrant, hearing protection (per 29 CFR 1910.95), eye protection (per ANSI Z87.1), hand protection, and respiratory protection shall be required for persons handling rough, sharp edged, abrasive materials or work that subjects the hands to lacerations, punctures, burns, or bruises will use hand protection. All visitors shall wear the required PPE. During any pre/post daylight hours operations there will be sufficient light source both at the sites and on the equipment so that all areas of the operation can be easily seen. Lighting at the TDSR site will be attained by use of light towers or equivalent.

▪ **Health and Safety Provisions**

At a minimum, sanitation toilets at TDSR sites will include two toilets, which will be situated on-site (one male and one female) in a location convenient to the work area(s). Each toilet is equipped with a toilet seat and toilet seat cover. Each facility is constructed so there is sufficient light, occupants are protected against weather and falling objects. The door will be tight-fitting, latchable and self-closing. In offices there will be toilets for each sex and will be maintained in a clean manner. Waste disposal receptacles are located on-site and will be maintained in a sanitary condition without the aid of a cover. Hand sanitizer will be available at all toilets.

Housekeeping: Working areas will be cleaned up daily. Daily dumpsite inspections will be conducted and a record of all findings will be maintained. The site will be maintained free from accumulation of unnecessary combustible materials.

Medical and First Aid Requirements for Shifts: Two employees on each shift shall be qualified to administer first aid and CPR. No employees shall be required to work alone in remote areas. First aid kits shall contain sixteen unit-type first aid packages. First aid kits will be located at the TDSRS tower and easily accessible to all workers. The contents of first aid kits will be checked prior to utilization and weekly when work is in progress to ensure that expended items are replaced.

▪ **Fire Prevention**

All provisions of the National Fire Prevention Code, the United States Coast Guard Regulations, and any applicable local requirements will be adhered to.

Fires and open flames shall not be left unattended

All sources of ignition shall be prohibited within 50 feet of operations with a potential fire hazard

Area of ignition storage will be conspicuously and legibly posted "No Smoking or Open Flame"

Smoking shall be prohibited in all areas where flammable, combustible materials are stored "No Smoking or Open Flame" signs will be posted in prohibited areas

An approved fire extinguisher will be placed in each piece of operating equipment

Fire extinguishers shall be approved by a nationally recognized testing laboratory

Machinery will be equipped with a CO2 or dry chemical fire extinguisher with a minimum UL rating of 5BC

General training will be provided by the QC representative on the use and locations of fire extinguishers

A fire extinguisher, rated not less than 20B shall be located not less than 25 feet or more than 75 feet from any outside flammable liquid storage area

Flammable liquids shall be kept in closed approved containers when not in use

Safety cans and other portable containers for flammable liquids having a flash point at or below 73 degrees Fahrenheit shall be painted red with a yellow band around the can and the name of the contents legibly indicated on the container

Workers shall carefully guard against any part of their clothing becoming contaminated with flammable or combustible fluids. They will not be allowed to continue to work if their clothing becomes contaminated and must remove or wet down the clothing as soon as possible

No flammable liquid with a flash point below 100 degrees Fahrenheit shall be used for cleaning purposes or to start or rekindle fires

Areas in which flammable or combustible liquids are transferred in quantities greater than 5 gallons shall be separated from other operations by at least 25 feet

Drainage or other means shall be provided to control spills

During refueling natural ventilation shall be provided to maintain the concentration of flammable vapor at or below 10 % of the lower flammable limit

All storage, handling, and use of flammable and combustible liquids shall be under the supervision of a qualified person

Approved metal safety cans shall be used for handling and use of flammable liquids in quantities greater than one gallon with certain specific exceptions

Flammable or combustible liquids will not be stored in areas used for exits, stairways, or normally used for the safe passage of people

The indoor storage of flammable and combustible liquids will be limited to no more than fifteen gallons

Disposal of combustible waste materials shall be in compliance with applicable fire and environmental laws and regulations

Vehicles, equipment, materials and supplies shall not be placed so that access to fire hydrants and other firefighting equipment is obstructed

■ ***Machinery and Mechanized Equipment***

Before any machinery or mechanized equipment is placed in use, it shall be inspected by a competent person and certified to be in safe operating condition.

Inspections and tests shall be in accordance with manufacturer's recommendations.

All machinery and equipment shall be inspected daily by the operator prior to use to ensure safe operating conditions.

Any inspection made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected.

- A tag indicating that the equipment shall not be operated and that the tag shall not be removed, shall be placed on the steering wheel. Where required lockout procedures will be used. The tag will remain in its attached location until it is demonstrated to the individual dead-lining the equipment that it is safe to operate.
- When corrections are complete, the machinery or equipment shall be operated in accordance with the manufacturer's instructions and recommendations.

All machinery or equipment shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.

All repairs on machinery or equipment, or parts thereof which are suspended or held apart in slings, hoist, or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.

End-loader buckets shall be fully lowered or blocked when not in use. All controls shall be in neutral position with the engines stopped and brakes set, unless work being performed on the machine requires otherwise.

Stationary machinery and equipment shall be placed on a firm foundation and secured before being operated.

All work areas in which heavy machinery is being operated shall be illuminated from sunset to sunrise.

All vehicles which will be parked or moving slower than normal traffic on haul roads shall have a yellow flashing/rotating light and four way flashers viewable from all directions.

Equipment shall be shut down prior to and during fueling operations.

Whenever equipment is parked the parking brake shall be set. If equipment is also parked on an incline, wheels shall be chocked or track mechanism blocked. All equipment left unattended at night, adjacent to a highway in normal use shall have lights or reflectors, or barricades equipped with lights or reflectors, to identify the location of the equipment.

No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufacturer's written approval. No modifications to equipment will be required for any reason, if the modification voids or limits the manufacturer's warranty. If modifications are made, the capacity, operation, and maintenance instruction plates, tags, or decals shall be changed accordingly.

In no case shall the original safety factor of the equipment be reduced.

Steering or spinner knobs shall not be attached to the steering wheel.

The controls of loaders, excavators, or similar equipment with folding booms or lift arms shall not be operated from a ground position unless so designed. Personnel shall not work or pass under or ride in the buckets or booms of loaders in operation.

All machinery and construction equipment will be equipped with a reverse signal alarm. Reverse signal alarms shall be audible and sufficiently distinct to be heard under prevailing conditions.

All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded when exposed to contact by persons or when they otherwise create a hazard.

All hot surfaces of equipment, including exhaust pipes or other lines, shall be guarded or insulated to prevent injury and fire.

Substantial overhead protection shall be provided for operators of construction equipment in the form of FOPs and/or ROPs.

Equipment operated between sunset and sunrise shall have the following lights:

- Two headlights
- At least one red tail light and one red or amber stoplight on each side of the rear
- Directional signal lights on both front and back
- At least one amber rotating/flashing light visible from 360°

■ **Motor Vehicles**

Seat belts shall be installed and worn in all motor vehicles.

Glass used in windshields or cabs shall be safety glass. Any cracked glass shall be replaced.

Motor vehicles operated on any roadway shall be equipped with speedometer, power operated starting device, fuel gauge, rearview mirror, defogging device, defrosting device, audible warning device, headlights, taillights, brake lights, back-up lights, turn signals from the front and rear and at least one amber rotating/flashing light visible from 360°

All motor vehicles shall be equipped with power wipers.

Motor vehicles shall have an emergency brake system which will automatically stop the equipment upon failure of the service brake system; the emergency brake system shall be manually operated from the cab of the equipment.

Motor vehicles shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.

All repairs on motor vehicles or parts thereof which are suspended or held apart by slings, hoist or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.

Every person operating a motor vehicle shall possess, at all times while operating such vehicle, a permit valid for the equipment being operated. No vehicle shall be placed in service until it has been inspected.

All vehicles shall be equipped with service brakes and manually operated parking brakes. Service and parking brakes shall be adequate to control the movement of, to stop, and to hold the vehicle under all conditions of service. Service brakes on trailers and semi-trailers shall be controlled from the driver's seat of the prime mover. All dump trucks shall be equipped with a holding device to prevent accidental lowering of the body while maintenance or inspection work is being done.

All off-highway end-dump trucks shall be equipped with a means to determine whether or not the dump box is lowered.

All debris loads must be trimmed to ensure that nothing is hanging over the vehicle/trailer sides and does not extend more than 24 inches above the vehicle/trailer top.

Minimum emergency equipment required is one red flag not less than twelve inches square with standard and three reflective markers which shall be available for immediate use in case of emergency stops, two wheel chocks for each vehicle or each unit of a combination of vehicles, at least one 2A10BC fire extinguisher.

Trucks will not back up without a spotter and workers will not walk in close proximity to working equipment or under raised buckets or booms.

Motor vehicles, equipment and personnel shall not work within 10 feet of electrical lines or conductors.

Principles of defensive driving shall be practiced. All traffic rules will be obeyed. The operator must have the vehicle under such control as to be able to bring it to a complete stop within the assured clear distance ahead. Vehicles will not be driven at speeds greater than the posted speed limit, with regard for weather, traffic, intersections, width and character of the roadway, type of motor vehicle, and other existing condition. Headlights shall be turned on from sunset to sunrise, during fog, smoke, rain, or other unfavorable atmospheric conditions, and at any other time when there is not sufficient light for the vehicle to be seen or the operator to see on the highway at a distance of five hundred feet. Vehicles shall not be driven on a down grade with gears in neutral or clutch disengaged.

Personnel will not ride on running boards, in bed of trucks or in buckets of loaders at any time. Personnel will not walk on top of debris loads in trailers.

▪ **Traffic Control**

Minimal PPE required for all workers affected by traffic will consist of sleeved shirt, long pants, safety shoes/boots, hard hats, safety glasses and Class 2 HiVis (per ANSI/ISEA 107) apparel as the outermost layer. HiVis apparel should be clean and in good condition.

Traffic control devices will consist of orange cones with reflective striping, signage and flaggers with stop/slow paddles. Any vehicle impeding normal traffic flow will have a minimum of working hazard lights and an amber warning beacon or strobe placed so it is easily visible from all directions.

The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 18 inches wide with letters at least 6 inches high. The STOP face shall have white letters and a white border on a red background. The SLOW face shall have black letters and a black border on an orange background.

Project Managers should coordinate with their local municipalities to determine roads with high traffic volume and plan accordingly. Operations Manager will be notified of such areas and a specific plan will be set in place for each identified area.

Periodic Site Inspections will be performed according to the following schedule:

Area of Inspection	Frequency	Inspector
Office	Weekly	OM, SPM, HSO
TDSR	Daily	HSO, SPM, PM, Sub Rep
Vehicle/Equipment	Daily	SPM, PM, QA/QC, HSO Operator
Active Operations	Daily	HSO, SPM, PM, QCM

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

• When observed or discovered

• When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property we will remove all exposed workers and any other personnel from the area except those necessary to correct the existing condition.

• Workers necessary to correct the hazardous condition shall be provided with the necessary protection and appropriate instruction.

▪ **Progressive Discipline**

Non-compliance with the SSSP may result in progressive disciplinary action as determined by the Senior Project Manager/Operations Manager/Owner Representatives/Owner/ Health and Safety Officer.

■ **Training and Instruction**

All workers, including managers and supervisors, will be trained as follows:

Training Protocol	Frequency	Responsible Person
Initial establishment of the SSSP Program	Start of Project	OM, SPM, HSO, PM
TDSR Safety Checklist	Start of Project and Weekly Thereafter	PM, QA/QC, HSO, SPM
Safety Meeting with Sign In Sheet	Start of Project and Weekly Thereafter	HSO, PM, QA/QC,
Toolbox/Safety Meeting	Daily	Sub-Contractor Rep, PM, QA/QC
When new substances, processes, procedures or equipment, which present new hazards, are introduced into the site	As required	OM, SPM, HSO, PM, QA/QC
When new previously unidentified hazards are recognized	As required	OM, SPM, HSO, PM, QA/QC
When occupational injuries and illnesses occur	As required	HSO, OM, SPM
To all workers given new job assignments for which training has not previously been provided	As Required	OM, SPM, HSO, PM, QA/QC
When any new employee is hired	As Required	OM, SPM, HSO, PM, QA/QC
When employees who are unfamiliar with the site are assigned to the site, or when tasks are assigned for which a hazard evaluation has not been conducted.	As Required	OM, SPM, HSO, PM, QA/QC
Whenever workplace conditions warrant an inspection	As required	OM, SPM, HSO, PM, QA/QC

Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the SSSP Program, Contractor's/Client's Safety Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Ensure proper use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- Availability of toilet, hand washing and drinking water facilities for impacted employees
- Provisions for medical services and first aid including emergency procedures
- In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

No person shall be required or instructed to work in surroundings or under conditions which are unsafe or dangerous to their health.

Any person aware of an unsafe or dangerous condition shall report the condition to his/her supervisor immediately. The particular operation will be stopped, the Senior Project Manager will appoint a competent individual to investigate the condition and make corrections prior to restart of the operation.

■ **Project Site Orientation**

AshBritt provides orientation on the following subjects/programs to all our employees as required by the specific project and all programs are part of the Health and Safety Manual:

- AshBritt Code of Safe Practices
- Drug and Alcohol Program
- Good housekeeping, fire prevention, safe practices for operating any tools, vehicles and equipment
- Safe working procedures for cleaning, repairing, servicing and adjusting equipment and machinery

- Safe access to all working areas
- Materials handling
- Traffic safety
- Marine safety
- OSHA's Top Four -Falls (slips/trips), Struck By, Caught Between, Electrocution

▪ **Emergency Response Capability and Contingency Plans**

Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be conspicuously posted at all work sites. This list will also be distributed in the Pre-Work and weekly safety meetings. **In the event an evacuation** of a work site is necessary, it will be announced and all staff and visitors are to leave the area immediately. Pre-emptive actions shall include:

- The QA/QC or Project Manager shall contact the HSO
- The HSO shall contact the OM who will contact the City Representative as required.

All releases/spills must be controlled immediately to prevent material from entering storm sewers, drains, aquifers or soil. All site workers will closely monitor all their work operations and eliminate leaks or spills. All spills must be reported to the PM immediately. The QC Site Supervisor/Project Manager must report all incidents to the on-call Hazard Consultant or the HSO immediately.

▪ **Medical and First Aid Requirements**

All team members will be required to have First Aid/CPR/AED/O2 Provider training and be able to provide current certifications.

First Aid Kits will be of sufficient size in relation to workers and at a minimum will be a 16 unit first aid kit.

First Aid kits comply with ANSI Z308.1 constructed of weather proof containers, easily accessible to all workers, and each item therein maintained sterile.

The contents of First Aid kits shall be checked prior to project start and weekly when work is progress to insure that expended items are replaced.

▪ **Prevention of Alcohol and Drug Abuse on the Job**

AshBritt is a certified Drug Free Workplace. At no time while on duty shall employees use or be under the influence of alcohol, narcotics, intoxicants, or similar mind altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job-site. The importance of a drug free environment will be emphasized. If an employee of a sub-contractor is under suspicion of alcohol/drug intoxication, that individual will be removed from the work site and the sub-contractor's senior representative will be contacted. The sub-contractor will be required to report to the OM promptly with the corrective measures.

▪ **Safety Results**

AshBritt's Safety Record

AshBritt has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents and customers. We have demonstrated such in our OSHA logs and EMR ratings. As required, our Workman's Compensation Experience Modification Rating (EMR) for the last three years is as follows, as well as OSHA Lost Time and Recordable Incidents:

Experience Modification Rating:

2013	2012	2011
0.99	1.39	1.30

OSHA Lost Work Day Rate:

2013	2012	2011
0	0	0

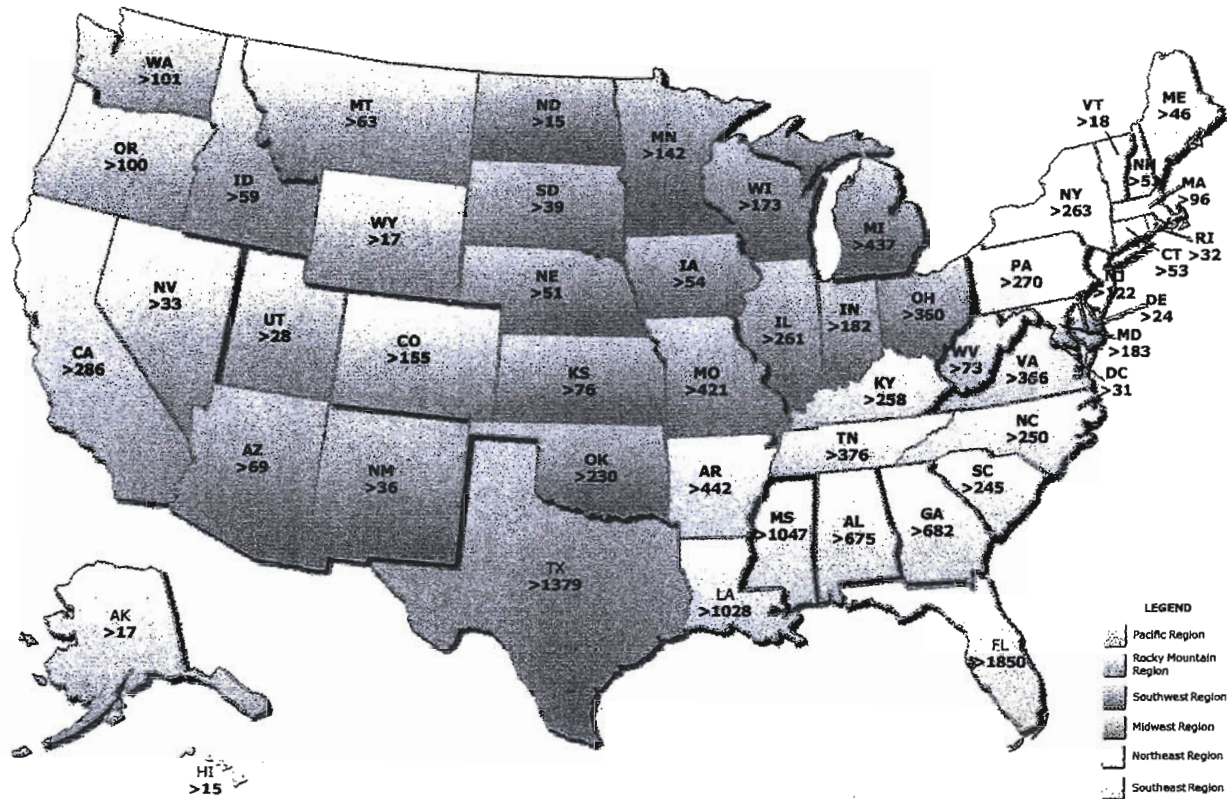
OSHA Recordable Incidents Rate:

2013	2012	2011
0	0	0

Our Team has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents and customers. We have also leveraged innovative practices in support of our safety policies, procedures. What follows here is a general discussion and details on the AshBritt Team's "Zero Incident" Safety Program and our Site Specific Safety and Health Plan (SSHP) including any Activity Hazardous Analysis (AHAs) and our Fall Protection and Prevention Plan (FP&P). Our goal on every job is Zero Incidents - to ensure that all work is completed safely, with appropriate tools, the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM385-1-1) and Occupational Safety and Health Standards are the cornerstone of our SSHP and FP&P. This goal takes priority over scheduling concerns. In addition to the above recent results, we have an outstanding record from our Hurricane Katrina USACE mission with a .01 lost time record for that mission.

Primary & Reserve Standby First-Responder Subcontractor Table

AshBritt has over 13,000 registered recovery-related subcontractors and vendors nationwide, with over 1,850 in the State of Florida reporting approximately 3,500 pieces of heavy equipment and support apparatus.



Subcontracting Participation Plan

Subcontractor participation in disaster recovery missions is instrumental to the success of any project. As such, it is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by a prime contractor. AshBritt will give priority to utilizing labor and other resources within the City of Pompano Beach, our commitment is to 50% local and SBE subcontractors. AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority and disadvantaged businesses. More importantly, we have the historical data and references to substantiate this.

AshBritt clearly understands the complex perception that limits the participation of small, minority and disadvantaged business enterprises on projects. We typically look over these perceptions, simply because the employment of these companies historically benefits all stakeholders after a disaster event: the local community, the firm itself, us as a prime contractor, and the client (City of Pompano Beach). Owing to our long history, we have the experience in managing sensitive relationships in complex projects such as disaster recovery, including partnering, teaming, and joint ventures with both small and large firms. We pride ourselves on understanding our role as a professional stakeholder within these relationships and we stay committed to local team building and developing quality relationships.

AshBritt makes ongoing efforts to create new subcontractor relationships. We welcome any referrals by local representatives to meet and to confer with native subcontractors. It behooves all parties involved to establish relationships and commitments prior to any storm event. AshBritt believes that the best solution is pre-disaster planning for identification and eventual inclusion of local businesses in the post-event recovery projects. The pre-event planning and relationship building must take place on an annual basis and any subcontractor lists or relationships need to be consistently updated.

Commitment

Our industry, on the whole, relies heavily on subcontractor resources, both firms and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain records and databases of all past subcontractors and employees, and we always encourage new interested firms and qualified individuals to register and submit resumes through our web portal. Additionally, we maintain a core group of standby subcontractors who are exclusively available for deployment on AshBritt projects. We also engage local firms and minority, women and disadvantaged enterprises and individuals in recovery efforts whenever possible. Local contractors and individuals are extremely beneficial, as they are quick to mobilize, highly motivated to assist their own community, and knowledgeable of local customs, politics, demographics, geography and area suppliers.

Moreover, we are committed to giving local firms and individuals the first opportunity for work when its available. We have accumulated our robust pool of qualified staff reservists across the country by following such a practice. Simply, all available local resources are indispensable to the rapid, efficient and successful completion of any recovery project.

We identify potential local subcontractors and individuals on an ongoing basis through several sources. These include: the local City of Pompano Beach Business Tax Receipt list, Broward County Small Business Development Division, Pompano Beach Chamber of Commerce, State of Florida Office of Diversity, South Florida Water Management District, the FDOT DBE Directory, the SBA 8(a) Minority-Owned and Woman-Owned Business Directory and the SBA, as well as recommendations from local trade associations, equipment dealers, and client personnel.

On April 10th 2014, in conjunction with Small Biz CEDC and the Executive Director, Mary Phillips, AshBritt held a small business workshop at the E. Pat Larkin Center. The event was well attended by local small businesses. The attendee list and letters of intent from that workshop are enclosed.

Generally, our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Execution. They are as follows:

- 1) Identification: Identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, either location or extent, additional identification of subcontractors, especially local and regional, occurs just after events and often throughout the recovery. By utilizing various public and private sources, as highlighted above, we are able to canvass potentially useful and qualified subcontractors. Further, we are able to glean valuable business background information to reference against our subcontracting goals. Subsequently, we work towards cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is a customized web-based computer application that allows for efficient information storage and retrieval and subsequent, ongoing identification of subcontractors from the affected region. A robust and sophisticated set of filtering parameters allows for the efficient culling of relevant data, making our selection process both pre- and post-event sufficiently rapid. Select screen shots are included at the end of this section for reference purposes.

- 2) Qualification: Qualification and vetting of viable subcontractors is accomplished thorough an operational, financial, and administrative review, which includes, but is not limited to, the following:
 - An initial interview—via phone or in person.
 - A review of equipment and resource list, work history, special qualifications and capabilities.
 - A review of applicable Dunn and Bradstreet Reports.
 - An on-site inspection of facilities and equipment, as applicable.
 - An insurance review to ensure current or future contract compliance.
- 3) Execution: Execution and potential deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative. Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event/position or post-event. This selection vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations, and required toolbox discussions, attendance at weekly safety meetings, use of the tracking system, invoicing procedures, and all facets of AshBritt's debris management plan. Furthermore, they will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract).

Subcontracting Plans & Agreements

Relying on subcontractor resources makes it critical to establish stringent standards and guidelines to protect our own and the Town's interest. AshBritt's Base Subcontracting Plan (available upon request) sets performance criteria for all prospective subcontractors. It also works to develop a professional and capable workforce and to promote work force diversity and inclusion of small and disadvantaged firms. Most importantly, it ensures real participation of qualified disaster-affected local firms. All potential subcontractors, to perform under an AshBritt contract, must be pre-approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client.

Additionally, all equipment to be deployed is thoroughly inspected and certified as operationally safe. Workforce safety training is administered when necessary, and a compliance agreement of all safety policies as mandated by all governing authorities must be acknowledged. Subcontractors must execute a Subcontractor Agreement, which defines the scope of work, responsibilities, accountabilities, and binds the subcontractor to comply with FAR and FEMA regulations, as well as all Longboat Key contract requirements. They must also execute a hold harmless agreement indemnifying Longboat Key and agents. Further, based on anticipated participation revenues, comprehensive insurance coverage, including worker's compensation is mandated. A certificate of liability insurance with established limits must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is mandated.

Challenges

Local small business subcontractors present challenges as well as advantages. On the plus side, as we have mentioned, they know the local area well and in some respects may offer immediate effectiveness in identifying what will become important and sensitive sections of the affected jurisdictions. High level demographics and socioeconomic factors which may be success factors for a timely and orderly return to normalcy are likely to be more quickly understood by locals, resulting in production advantages. The negative side of local small businesses, out-of-state small businesses, and most small disaster driven start-

d. SBE and Local Subcontracting

➤ **SBE and Local Business Plan**

▪ ***Small Business Enterprise (SBE) and Local Business Participation Plan***

AshBritt is committed to maximum contract performance while achieving 50% Small Business Enterprise (SBE) and Local Subcontractor participation in terms of the total value of all work. We have had multiple local and SBE contractors execute Letters of Intent (enclosed herein) to be a subcontractor for AshBritt in the event we are activated by the City of Pompano Beach. These small businesses have proven performance capabilities and are domiciled in Florida with many being based in Pompano Beach.

AshBritt has removed 150 million cubic yards of debris and wreckage from the public and private lands and waters of the U.S. in the last 22 years. In more than 200 operations in 15 states, we have utilized 4,000 small business subcontractors. **AshBritt clearly understands the complex perception that increasing small business participation potentially reduces performance. That perception limits the participation of small, minority and disadvantaged business enterprises on projects. The AshBritt strategy overcomes the performance risk with tested small business partners.**

The small businesses we solicit will collect debris and wreckage, transport debris and wreckage, process debris and wreckage, recycle debris and wreckage, remediate hazardous trees and limbs, and dredge sediment when tasked. This is very important because these items of work represent the vast majority of debris removal work in events. Committing this work to small businesses will facilitate successful achievement of both the AshBritt and Pompano Beach goals.

We are committed to the goals stated below and we will meet or exceed them where possible by leveraging participation. **Our small business participation commitment for this contract is:**

▪ ***Subcontracting***

Small Business Enterprise 25%

Pompano Beach based business 25%

AshBritt understands the importance of small business participation using small businesses capable of delivering successful performance. To that end, on April 12th 2014, in conjunction with Pompano Beach Small Biz CEDC and the Executive Director, Mary Phillips, AshBritt held a small business workshop at the E. Pat Larkin Center. The event was well attended by local small businesses. The attendee list is included herein. We provided a brief overview of the disaster recovery industry and what it takes to become an AshBritt subcontractor. In addition, we had a finance company, an insurance agent and an equipment leasing company attend so that subcontractors could secure those resources if needed. Following is a letter from the Executive Director.

Many of the business establishments we identified has capabilities that have been demonstrated to AshBritt in recent disaster recovery operations with diverse requirements, and each has a proven track record in their own right. New small business partners can be added as the operation unfolds, either as a direct subcontractor or under a more experienced small business firm if that best suits the performance requirements of the contract.

Ashbritt intends to lead the way forward in establishing this doctrine as a "best practice" for future deployments that others will follow as common practice in the industry. This will enable the success and broaden opportunities for small and local businesses to participate and perform. Implementation of our Participation Plan will result in high performance with maximum local small business participation. AshBritt will exceed the USACE goals and perform the work safely.

➤ **Overview (i.e. use of locals)**

➤ **Pompano Beach**

9. Description of Firm

10. Corporate Documents, Licenses & Associations

Corporate Headquarters

AshBritt, Inc. Toll Free:
565 East Hillsboro Boulevard
Deerfield Beach, Florida 33441
Hours: 8:00 AM-6:00 PM
Phone: (954) 725-6992

(800) 244-5094
Fax No.: (954) 725-6991
Web: www.ashbritt.com
Email: response@ashbritt.com

Primary Contacts

John W. Noble, Chief Operating Officer
(954) 683-0247 cellular (24 hours)
jnoble@ashbritt.com

Ralph Dahlgren, Senior Vice President
(954) 818-3564 cellular (24 hours)
rdahlgren@ashbritt.com

Tim Mooney, Regional Manager and SBE Liaison
(954) 270-4555 cellular (24 hours)
tmooney@ashbritt.com

Principals/Officers (Authorized to Contract)

Randal R. Perkins, Chief Executive Officer
randy@ashbritt.com

John W. Noble, Chief Operating Officer
jnoble@ashbritt.com

Terry M. Jackson, Chief Marketing Officer
tjackson@ashbritt.com

Organizational Status

Organization: Corporation (Privately held S-Corporation)

Date of Incorporation: 10/28/1992

State of Florida: Business Entity - For-Profit Corporation

Nature of Activities: General Contracting, Emergency Services & Disaster Recovery

FEIN: 65-0364711

Duns No.: 848970893

FL Corp. Cert No.: P92000000600

FL GC License No.: CGC060313

Deerfield Beach Occupational License: 12-00028228

U.S. DOT No.: 568535

CAGE No.: 00Z46

State of Florida

Department of State

I certify from the records of this office that ASHBRIIT, INC. is a corporation organized under the laws of the State of Florida, filed on October 28, 1992.

The document number of this corporation is P92000000600.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 16, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of January, 2014*



Ken DeFuria
Secretary of State

Authentication ID: CC9658702995

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BATISTA, GREGORIO
ASHBRITT INC
10400 GRIFFIN ROAD STE 201
COOPER CITY FL 33328

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you. Subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC060313 08/14/12 12803962

CERTIFIED GENERAL CONTRACTOR
BATISTA, GREGORIO
ASHBRITT INCIS CERTIFIED under the provisions of Ch. 489
Expiration date: AUG 31, 2014 01208110181

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK - PATENTED PAPER

AC# 6267767

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1208110181

DATE	BATCH NUMBER	LICENSE NBR
08/14/2012	128039621	CGC060313

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

BATISTA, GREGORIO
ASHBRITT INC
10400 GRIFFIN ROAD STE 201
COOPER CITY FL 33328

A59

RICK SCOTT
GOVERNORKEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Exhibit B

Debris Information Management System (DIMS) Flexibility & Capacity Overview

AshBritt
Environmental

There When You Need Us.

DIMS Flexibility & Capacity

- Our Debris Information Management System (DIMS) tracks all project documentation:
 - ▶ Proprietary web-based database system.
 - ▶ Modular, flexible & expandable.
 - ▶ Field tested & superior to all alternatives.
- DIMS can accommodate *any* format of load ticket and truck certification record (and other forms).
- All load tickets, truck certifications and project logs/reports are scanned and uploaded into DIMS.
- DIMS can easily accommodate *millions* of project records.*

AshBritt
Environmental

* AshBritt processed and managed over 1 million project transactions and documents for our Hurricane Katrina-MS debris mission, alone. Hundreds of thousands other records were simultaneously tracked for our clients during our recovery projects in S. Florida following Hurricane Wilma in 2005.

There When You Need Us.

DIMS: Load Tracking Flexibility

AshBritt Environmental

DEBRIS INFORMATION MANAGEMENT SYSTEM

HOME

CLIENTS & CONTRACTS

SUBCONTRACTORS

DISPOSAL SITES

PROJECTS

- Florida Severe Storms and Tornadoes
- Hurricane Dennis
- Hurricane Katrina
- Hurricane Katrina-LA-USACE
- Hurricane Katrina-MS-USACE
- Clarke Recovery
- Covington Recovery
- Forrest Recovery
- George Recovery
- Green Recovery
- Hancock Recovery
- Jackson Recovery
- Jones Recovery
- Lamar Recovery
- Leake Recovery
- Lincoln Recovery

Click On The Sub-Project QA/QC Indicator Counts To View Detail

Upload

What Project are you entering tickets for?

What Sub-Project are you entering tickets for?

What Type of tickets are you entering?

Priority:

Browse Upload

Management Documents

Documents

Recent Version History

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AshBritt Environmental

► All load tickets scanned and tracked separately for each project.

There When You Need Us.

DIMS: Load Tracking Flexibility

AshBritt Environmental

DEBRIS INFORMATION MANAGEMENT SYSTEM

Hauling Search | Stump/PS Search | QA/QC Search | Payables Search | Ticket Detail

LOAD TICKET

DEBRIS CLASSIFICATION

LOAD ORIGIN (STREET NAME)

SECTION/AREA

DUMPSITE

TIME

LOADING

DUMPING

INSPECTOR

COMMENTS

WHITE: OWNER COPY GREEN: OWNER COPY YELLOW: ASHBRIITT COPY PINK: HAULER COPY GOLD: FIELD COPY

AshBritt Environmental

► DIMS can accommodate our horizontal load ticket or any other load ticket format (including vertical tickets).

There When You Need Us.

DIMS: Load Tracking Flexibility

LOAD TICKET		DEBRIS CLASSIFICATION	
Ticket Number:	411001	<input checked="" type="checkbox"/> Browsable	<input type="checkbox"/> Collection
Contract Owner:	Collier Recovery Wtms	<input type="checkbox"/> Non-Browsable	
Hauling Company:	Fresh Out Lawn & Landscape Ser	<input type="checkbox"/> Used	
Date: 11/07/2005	FEWA Regis? <input type="checkbox"/>	<input type="checkbox"/> Other	
		<input type="checkbox"/> Demo-Suspect	
		<input type="checkbox"/> Demo-ACM	
		<input type="checkbox"/> Corrosive	
DEBRIS QUANTITY		LOCATION	
Reference Number:	0	Last Origin:	3RD ST NW
Truck No.:	12214	Start:	0
Load Estimate (Tons):	95	Section Area:	10
Net CYD:	51.99	Capacity:	20
Truck Driver Name:	CHRIS SINCLAIR	Dumpsite:	Fairgrounds - Collier Co
		Time:	11/07/2005
		Loading:	08:10
		Dumping:	08:22
		Comments:	SUSAN V. 650 DANIEL N. 501

Type	Sub-Contractor	Status	Invoice #	Check #
Collection (Wtms)	Collier Recovery Wtms	Pending	FreshOut 1234 ending 11/02	

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► DIMS can be customized to include any data input field for the State and jurisdictions.

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DIMS: Load Tracking Flexibility

LOAD TICKET	
Ticket Number:	273523
Contract Owner:	Forrest Recovery
Hauling Company:	Woods Landscaping, LLC
Date: 01/14/2005	FEWA Regis? <input type="checkbox"/>
DEBRIS QUANTITY	
Reference Number:	
Truck No.:	09258
Load Estimate (Tons):	89.29
Net CYD:	75.96
Truck Driver Name:	Ed Spier
DEBRIS CLASSIFICATION	
<input checked="" type="checkbox"/> Browsable	<input type="checkbox"/> Collection
<input type="checkbox"/> Non-Browsable	
<input type="checkbox"/> Used	
<input type="checkbox"/> Other	
<input type="checkbox"/> Demo-Suspect	
<input type="checkbox"/> Demo-ACM	
<input type="checkbox"/> Corrosive	
LOCATION	
Last Origin:	09/25/05
Section Area:	0
Capacity:	20
Dumpsite:	HB (Hartkeburg)
Time:	11/07/2005
Loading:	15:30
Dumping:	16:45
Comments:	Notes: Richmond J. Daniels

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► DIMS was easily modified to integrate USACE load tickets; over 700,000 were tracked.

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DIMS: Load Tracking Flexibility

AshBritt Environmental DEBRIS INFORMATION MANAGEMENT SYSTEM

[Hauling Search](#)
[Stump/WG Search](#)
[QA/QC Search](#)
[Payables Search](#)
[Ticket Detail](#)

Cost Ticket Search

Ticket Number
 To Ticket Number
 Ticket Date X
 Projects
 Sub-Projects
 Subcontractors
 Trucks
 Material
 Search Tickets
 Add Tickets

DIMS can accommodate unlimited load tickets and truck certifications.

Tickets can be searched by:

- ▶ Number
- ▶ Range of Numbers
- ▶ Date
- ▶ Project/Sub-Project
- ▶ Subcontractor
- ▶ Truck No.
- ▶ Material

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DIMS: Load Tracking Flexibility

AshBritt Environmental DEBRIS INFORMATION MANAGEMENT SYSTEM

[Hauling Search](#)
[Stump/WG Search](#)
[QA/QC Search](#)
[Payables Search](#)
[Ticket Detail](#)

Cost Ticket Search

Ticket Number
 To Ticket Number
 Ticket Date X
 Projects
 Sub-Projects
 Subcontractors
 Trucks
 Material
 Search Tickets
 Add Tickets

Ticket #	Truck #	Subcontractor	Ticket Date	Destination	Sec/Area	Load %	CYD	Tons	Payable Status
017539x	01893	Woods Landscaping, LLC	09/11/2005	HB1 (Hattiesburg)	@FC	56.25	9.0	0	Pending
017561x	01893	Woods Landscaping, LLC	09/11/2005	HB1 (Hattiesburg)	Forrest	82.75	11.0	0	Pending
017590x	01893	Woods Landscaping, LLC	09/11/2005	HB1 (Hattiesburg)	Forrest	37.50	14.0	0	Pending
017623x	01893	Woods Landscaping, LLC	09/11/2005	HB1 (Hattiesburg)	Forrest	85.00	13.6	0	Pending
017630x	01893	Woods Landscaping, LLC	09/11/2005	HB1 (Hattiesburg)	Forrest	30.00	14.4	0	Pending
017644x	01893	Woods Landscaping, LLC	09/11/2005	HB1 (Hattiesburg)	@FC	93.75	15.0	0	Pending
017697x	01893	Woods Landscaping, LLC	09/12/2005	Petal (P)	Unknown	93.75	15.0	0	Involved
018209x	01893	Woods Landscaping, LLC	09/12/2005	HB1 (Hattiesburg)	@FC	87.50	14.0	0	Pending
018396x	01893	Woods Landscaping, LLC	09/12/2005	HB1 (Hattiesburg)	@FC	95.00	15.2	0	Pending
018417x	01778	Woods Landscaping, LLC	09/12/2005	HB1 (Hattiesburg)	ILK	109.00	27.0	0	Pending
018485x	01893	Woods Landscaping, LLC	09/13/2005	Petal (P)	Unknown	93.75	15.0	0	Involved
018488x	01778	Woods Landscaping, LLC	09/13/2005	Petal (P)	Unknown	98.25	26.0	0	Involved
018518x	01893	Woods Landscaping, LLC	09/13/2005	Petal (P)	Unknown	94.00	15.0	0	Involved
018538x	01893	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Forrest	81.25	13.0	0	Pending
018554x	01778	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Forrest	96.30	26.0	0	Pending
018562x	01893	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Forrest	94.00	15.0	0	Pending
018577x	01778	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Forrest	96.30	26.0	0	Pending
018582x	01893	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Forrest	81.25	13.0	0	Pending
018591x	01778	Woods Landscaping, LLC	09/13/2005	Petal (P)	Forrest	96.30	26.0	0	Involved
018593x	01893	Woods Landscaping, LLC	09/13/2005	Petal (P)	@FC	109.00	16.0	0	Involved
018597x	01778	Woods Landscaping, LLC	09/13/2005	Petal (P)	Forrest	98.89	24.0	0	Involved
018598x	01893	Woods Landscaping, LLC	09/13/2005	Petal (P)	Forrest	87.50	14.0	0	Involved
018638x	01778	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Forrest	91.48	22.0	0	Pending
018641x	01893	Woods Landscaping, LLC	09/13/2005	HB1 (Hattiesburg)	Unknown	89.00	11.0	0	Pending

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► DIMS hauling search results. Ticket detail is obtained by hyperlinks. All data is exportable.

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DIMS: Load Tracking Flexibility

AshBritt Environmental DEBRIS INFORMATION MANAGEMENT SYSTEM

Truck List **Truck Detail** **Share Menu**

Critical Truck Information

Number	0025
Operating Company	Bullitt Hauling & Landscaping <input type="checkbox"/> Truck has been involved
License/State	MFR-59X <input type="checkbox"/> FL <input type="checkbox"/>
Driver's Name	Dana Reid
AshBritt Certification	<input checked="" type="checkbox"/> X
Monitor Certification 1	<input checked="" type="checkbox"/> X
Monitor Certification 2	<input checked="" type="checkbox"/> X

Sub-Projects **Measurements** **Comments** **Audit History** **Full Detail** **Tickets**

Measure Date	CY Capacity	Measured By	Location	Govern. Rep
7/13/2005	4.1	Sharif Kharuf	Jones Park	Adam Jameson
Add				

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► DIMS integrates with any truck certification and placard. Digital photos can be easily uploaded.

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DIMS: Load Tracking Flexibility

1 of 2

R. W. Beck Truck Certification Form

Critical Certification Information

Assigned Truck Number: ESCD 0025
 Primary Certification: AshBritt
 Sub-Certification: Bullitt
 License Plate Number: FL MFR 59X
 Driver's Name: Dana Reid
 Date: 7/13/05
 Time: 8:15
 Certification Location: Jones Park 4 mile
 Measured by: Sharif Kharuf 0007
 Consolidated by: George Nevills 00410

Primary (ESCD 0025)	Sub-Certification (Bullitt)	Sub-Certification (Bullitt)	Sub-Certification (Bullitt)
Length: <u>17.2</u>	Length: <u>1.0</u>	Length: <u>1.0</u>	Length: <u>1.0</u>
Width: <u>7.9</u>	Width: <u>1.9</u>	Width: <u>1.9</u>	Width: <u>1.9</u>
Height: <u>2.1</u>	Height: <u>1.0</u>	Height: <u>1.0</u>	Height: <u>1.0</u>
Sub-Total: <u>285.3</u>	Sub-Total: <u>9.5</u>	Sub-Total: <u>9.5</u>	Sub-Total: <u>9.5</u>

Approved (Signature): Adam Jameson
 Application Rep (Signature): Adam Jameson
 Contractor Rep (Signature): Adam Jameson
 Contractor Rep (Signature): Dana Reid

Sub-Total Primary (CY): 912.5
 Sub-Total Primary (CY) (CY): 285.3
 Sub-Total Secondary (CY) (CY): 9.5
 Sub-Total Tertiary (CY) (CY): 9.5
 Total Certified CY (CY): 1181.6
 Grade by 21 (public yard conversion): 44

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► Example non-AshBritt Truck Certification Form integrated into DIMS.

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DIMS Screen Examples

Below are a selection of screen shots which illustrate the ease and the versatility of our Debris Information Management System (DIMS). Though the examples are not exhaustive, they should clearly indicate the robust and comprehensive nature of this system.

By using a variety of drop-down menus, jump tabs, drill-down hyperlinks, and export features, a user can easily navigate this intuitive system to quickly research recovery information and to effortlessly generate daily, weekly, monthly and final tracking reports of all relevant recovery data. Such accounting ensures efficient and seamless reimbursement processes.

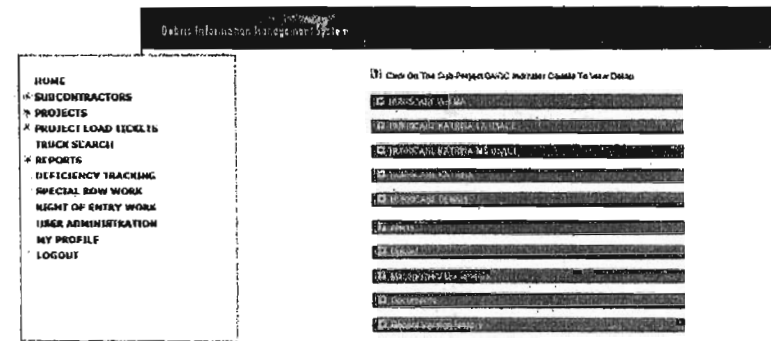


Figure 1. DIMS Home Screen

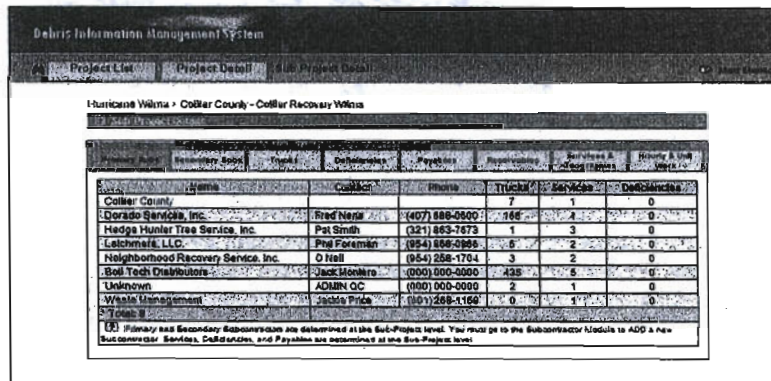


Figure 2. Sub-Project Detail Primary Subs

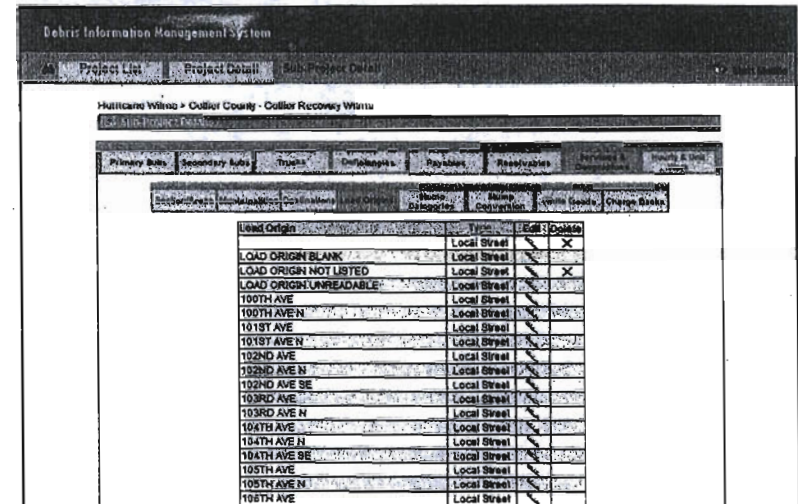


Figure 3. Sub-Project Detail Load Origins

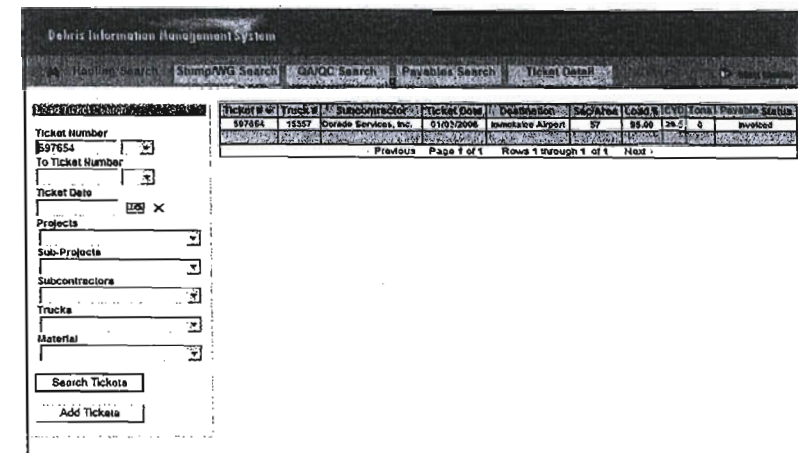


Figure 4. Load Ticket Search/Result

Figure 5. Ticket Detail/Scanned Load Ticket

Figure 6. Truck Search/Result

Figure 7. Truck Detail (Critical Info.) by Tonnage

Debris Information Management System

Debris Removal-TDSRS to Disposal Site

Event: Hurricane Wilma Munk: Collier County Destination: ALL Truck: ALL
 Contract: Collier Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 10/12/2006

Report Printed On: 6/12/2006

Destination	Material	Load Tickets	Cubic Yards	Tons
Everglades	Mulch	774	51,522.8	137.30
Gulf Coast Landfill	C and D	557	44,178.3	12,754.82
	Mulch	81	6,978.2	2,246.31
Immokalee Landfill	C and D	948	51,185.5	15,001.22
	Mulch	12	701.1	0.00
	Mulch	47	3,442.3	0.00
Mackay Farm	Mulch	88	5,155.4	0.00
	Mulch	87	6,078.1	0.00
Mingo Farm	Mulch	297	6,078.1	0.00
	Mulch	103	4,352.0	0.00
Okeechobee	C and D	1	55.5	0.00
Okeelanta	Mulch	2,718	219,347.1	67,387.65
Palatka	Mulch	2,718	219,347.1	67,387.65
Palatka	Mulch	15	1,088.0	0.00
Randall Farm	Mulch	11	304.4	0.00
Williams Farm	Mulch	11	404.4	0.00
	Mulch	83	5,801.8	0.00
	Mulch	83	5,801.8	0.00
			511,729	157,170.6

Export to Excel

Figure 15. Debris Removal - TDSRS to Disposal Site Summary Report

Debris Information Management System

Report Builder

STEP 1: Select Report

Collection	Site Management	Removal & Disposal	Search	Subcontractors	City/Co	Unit & Hourly	Payment
<input checked="" type="radio"/> Stumps by Category Report							
<input type="radio"/> Stumps FHWA by Category Report							
<input type="radio"/> Stumps Non-FHWA by Category Report							
<input type="radio"/> Stumps by Diameter to CYD Report							
<input type="radio"/> Stumps FHWA by Diameter to CYD Report							
<input type="radio"/> Stumps Non-FHWA by Diameter to CYD Report							

STEP 2: Filter Criteria

<input type="radio"/> All Projects		<input checked="" type="radio"/> All to Date	
<input type="radio"/> Project :: by Sub-Project	Hurricane Wilma	<input type="radio"/> September 16 2006	
<input type="radio"/> Sub-Project :: by Hauling Comp	Miami Beach Recovery Win	<input type="radio"/> To September 30 2006	
<input type="radio"/> Municipality :: by Destination			
<input type="radio"/> Section/Area :: by Truck			
<input type="radio"/> Location :: by Truck			
<input type="radio"/> Subcontractor :: by Truck			
<input type="radio"/> Truck			

Run Report

Figure 16. Stumps by Category and by Diameter Report Selector

Debris Information Management System

Report Summary

Stumps by Category Summary

Event: Hurricane Wilma Munk: ALL Destination: ALL Truck: ALL
 Contract: Miami Beach Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 2/27/2006

Report Printed On: 6/12/2006

Hauling Company	Category	Load Tickets	Cubic Yards
Moosehead Harvesting Inc.	Up to 12in	140.0	
	12in - 23.99in	157.0	
	24in - 47.99in	97.0	
	48in plus	24.0	
		418.0	

Export to Excel

Figure 17. Stumps by Category Summary Report

Debris Information Management System

Report Summary

Stumps by Diameter to CYD Summary

Event: Hurricane Wilma Munk: ALL Destination: ALL Truck: ALL
 Contract: Miami Beach Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 1/30/2006

Report Printed On: 6/12/2006

Hauling Company	Diameter (inches)	CYD Conversion	Load Tickets	Cubic Yards
Moosehead Harvesting Inc.	5	0.2	2	0.4
	7	0.4	1	0.4
	8	0.5	2	1.0
	10	0.7	1	0.7
	11	0.9	1	0.9
	12	1.0	1	1.0
	13	1.2	1	1.2
	14	1.4	1	1.4
	21	3.2	1	3.2
	23	3.8	1	3.8
	25	4.5	1	4.5
	26	4.8	2	9.6
	29	6.0	1	6.0
	33	7.8	2	15.6
	35	9.3	1	9.3
	40	11.5	2	23.0
	42	12.6	1	12.6
	47	15.8	1	15.8
	52	19.4	1	19.4
			24	124.8

Figure 18. Stumps by Diameter to CYD Summary Report

[illegible][illegible]

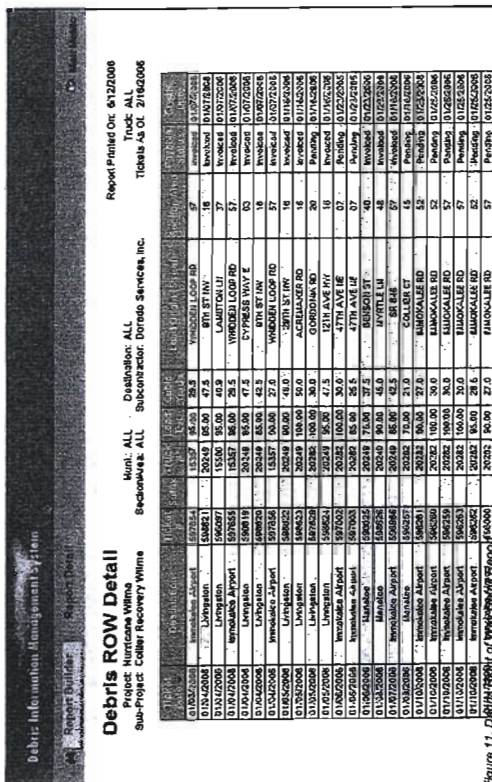


Figure 11. DE

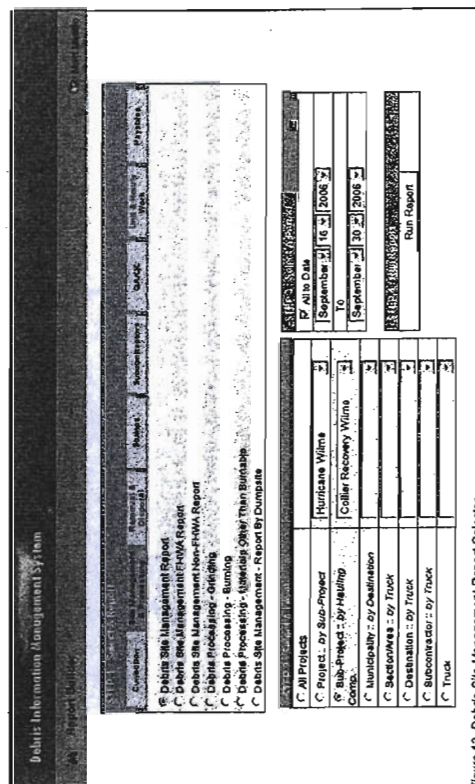


Figure 12. Debris Site Management Report Selector

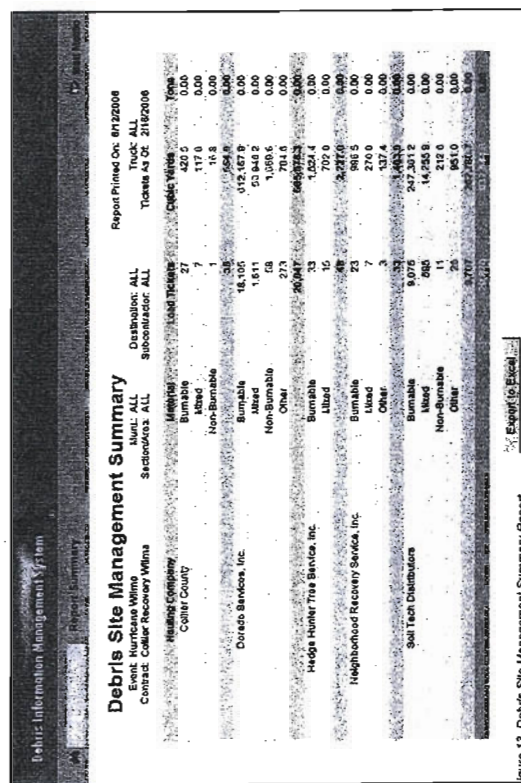


Figure 13. Debris Site Management Summary Report

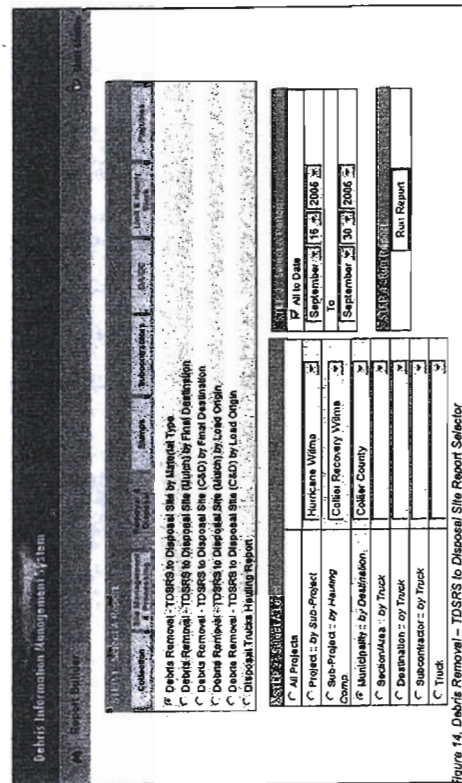


Figure 14. Debris Removal – TDSR's to Disposal Site Report Selector

Operation Diagrams and Documentation



Truck Measurement Record

Critical Information

Assigned Truck No.: Client:
 -000 Date: Time: ☐ AM ☐ PM
 Prime Subcontractor:
 Secondary Subcontractor:
 Driver Name(s): Pin No(s):

License Plate No.: State:
 Measure Location:
 Measuring Co.:
 Measured By:
 (Print name)

Signatures

AshBritt Representative:
 Official Representative:

Instructions

1. Complete all Critical Information for the truck/trailer prior to measurement.
2. Measure and record overall dimensions (Cubic Feet/width) inside of the truck bed.
3. Measure and record all reductions to capacity (i.e., dog boxes, odd shapes, etc.) (Note: Use a decimal tape measure (10ths) or convert inches to decimals.)
4. Calculate and record total cubic yard capacity - (Total Cubic Ft. - Total Reductions) / 27.
5. Complete safety requirement inspection and survey.
6. Add useful comments or sketches as needed.
7. Complete and sign form (both AshBritt and Official representative).

Safety Survey

1. Does the driver have a valid driver's license? ☐ Yes ☐ No
2. Does the vehicle have current registration and insurance? ☐ Yes ☐ No
3. Does the vehicle meet all necessary safety requirements? ☐ Yes ☐ No
4. Does the vehicle have a suitable tailgate? ☐ Yes ☐ No

If any of the above answers are "No", do not certify the vehicle.

☐ Recertification
 (Describe below)

Comments (Please sketch and explain odd shapes):

Measurements

Overall Dimensions

Length	Width	Height	Cubic Feet (0.1)	Total Cubic Feet (0.1)	Gross Cubic Yards (0.1)
(a) <u> </u>	<u> </u>	<u> </u>	(a) <u> </u>	<u> </u>	<u> </u>
(b) <u> </u>	<u> </u>	<u> </u>	(b) <u> </u>	<u> </u>	<u> </u>
(c) <u> </u>	<u> </u>	<u> </u>	(c) <u> </u>	<u> </u>	<u> </u>

Reductions to Capacity:

Code	Length	Width	Height	Cubic Feet (0.1)
(r1) <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
(r2) <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
(r3) <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Code: 1-Dog Box, 2-Wheel Wells, 3-Odd Shapes, 4-Sideboard, 5-Other
 Other (explain):

Total CF Reductions (0.1) / 27 =
 Net Total Cubic Yards (0.1)

Note: One cubic yard equals 27 cubic feet. Cubic feet equals (ft x w x h). Cubic yards equals (ft x w x h) / 27

White-Client ■ Yellow-Client ■ Pink-AshBritt ■ Gold-Driver

AshBritt Debris Load Ticket: Sample

AshBritt LOAD TICKET		DEBRIS CLASSIFICATION	
TICKET NUMBER	97401	BURNABLE	<input type="checkbox"/>
CONTRACT OWNER:		NON-BURNABLE	<input type="checkbox"/>
PAVING COMPANY:		PAVED	<input type="checkbox"/>
DATE:		OTHER	<input type="checkbox"/>
DEBRIS QUANTITY		LOCATION	
TRUCK NO.	CAPACITY	LOCAL ORIGIN (STREET NAME)	
LOAD ESTIMATE (Yds)	TONS (SCALED)	SECTION/AREA:	DISPATCH:
TRUCK DRIVER NAME:		LOADING	TIME
		DUMPING	INSPECTION
		COMMENTS:	

WHITE-OWNERS COPY ■ YELLOW-ASHBRITT COPY ■ PINK-ASHBRITT COPY ■ GOLD-OWNERS COPY ■ GREEN-PAVING COPY

Note: AshBritt's sequentially pre-numbered, seven-part load ticket captures the fifteen key data points described in the FEMS Debris Management Guide. The load ticket allows all recovery participants to accurately maintain documentation of their billable activities during the recovery project. Each completed load ticket is scanned and electronically archived. For audit purposes, tickets can be rapidly retrieved and catalogued. All key data points are logged in AshBritt's debris information management system (DIMS) for cumulative tracking and reporting.

AshBritt Truck Placard: Example

This Vehicle Operated Under Contract with:

ABC Hauler, Inc.

and **AshBritt, Inc.**

VEHICLE #
049
 Date:
8/27/05

CAPACITY
53
 FIVE THREE

Note: The AshBritt placard is affixed to the side of all hauling vehicles after safety certification and measurement. It is marked with indelible ink to preclude subsequent doctoring.

Exhibit C

DEBRIS COLLECTION AREAS

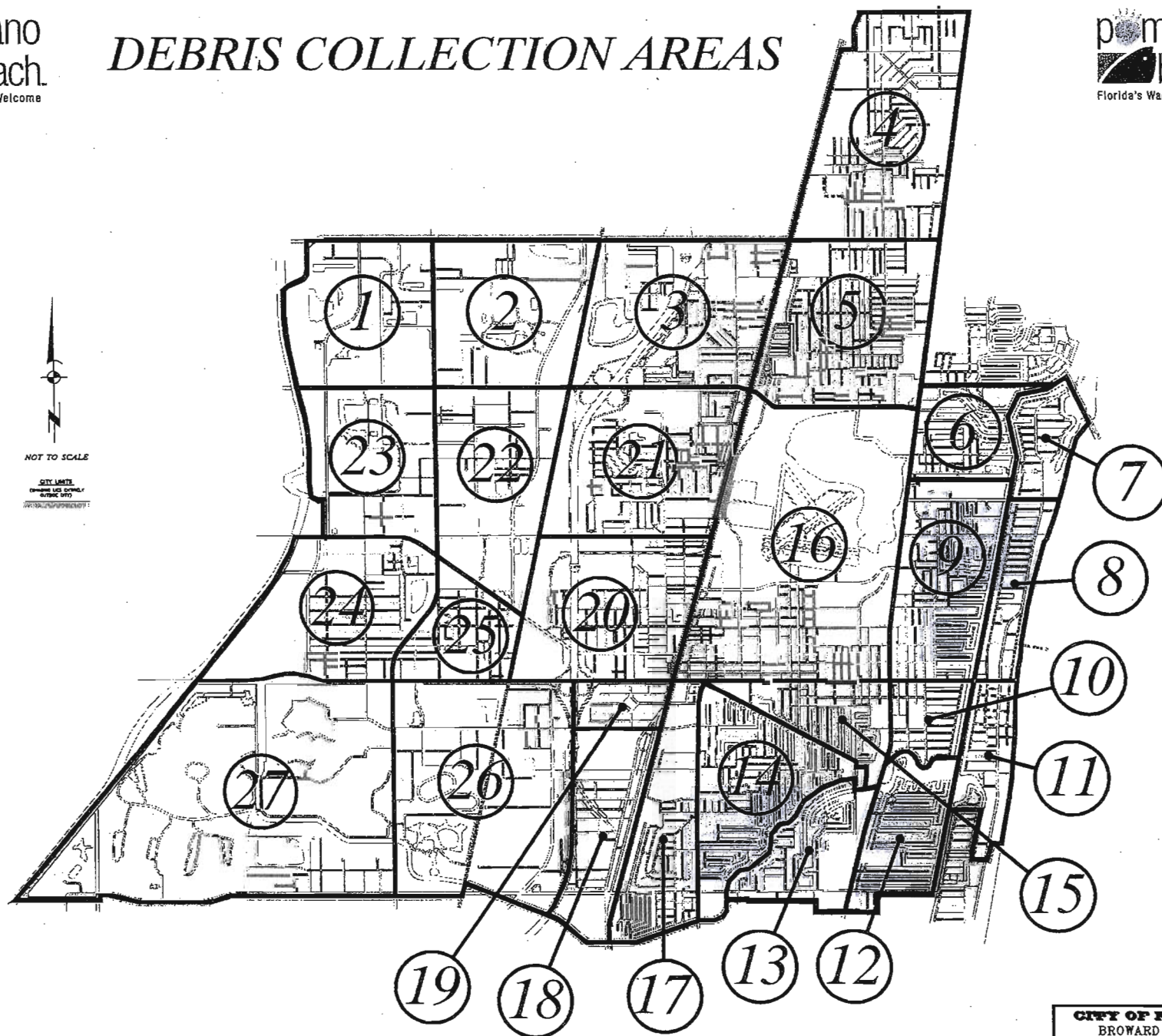


Exhibit D

c. **Equipment list**

➤ **Response & Recovery Resources**

➤ **Equipment/Personnel Commitments & Availability Table**

One of AshBritt's greatest assets is the full allotment of equipment that we can make available to our clients. Below please find our comprehensive equipment list as requested in your RFP. The below chart indicates the equipment immediately available to AshBritt either through direct ownership-lease, or through the resources of subcontractors that are contractually committed to AshBritt. Through our national accounts preferred status, AshBritt has the capability to double these totals every 48 hours as



necessary. AshBritt does not anticipate a shortage of certified safe, appropriate loading and hauling equipment, as well as other support equipment and assets for any response needed for the City.

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
1	Hydraulic excavator	2008	324DL	Caterpillar	LAB315	C
2	Hydraulic excavator	2008	325CL	Caterpillar	BFE00612	C
3	Hydraulic excavator	2008	330DL	Caterpillar	B6H255	C
4	Track Loader	2007	963C	Caterpillar	BBD02007	C
5	Track Loader	2007	963C	Caterpillar	BBD02518	C
6	Track Loader	2007	953C	Caterpillar	BBX2894	R
7	Wheel Loader	2006	966	Caterpillar	ANZ1412	C
8	Skid Steer Loader	2006	CTL70	Gehl	21403893	C
9	Skid Steer Loader W/ trencher and bucket	2006		Gehl	21403891	C
10	Skid Steer Loader	2006	CTL70	Gehl	21404348	C
11	Skid Steer Loader	2007	CTL70	Gehl	21406175	C
12	Skid Steer Loader	2007	CTL70	Gehl	21406163	C
13	Skid Steer Loader	2007	CTL70	Gehl	21406176	C
14	Light Plants	2010		Magnum	N/A	C
15	Light Plants	2010		Magnum	N/A	C
16	Light Plants	2010		Magnum	N/A	C
17	Light Plants	2010		Magnum	N/A	C
18	Light Plants	2010		Magnum	N/A	C
19	Light Plants	2010		Magnum	N/A	C
20	Light Plants	2010		Magnum	N/A	R
21	Light Plants	2010		Magnum	N/A	R
22	Light Plants	2010		Magnum	N/A	R
23	Light Plants	2010		Magnum	N/A	R
24	Truck Crane	2001	TM650	Grove	30673	C
25	Hammer	2010		Caterpillar	N/A	C
26	Steel Shear	2010		Caterpillar	N/A	C
27	Grapple	2010		Caterpillar	N/A	C
28	Pulverizers	2010		Caterpillar	N/A	C
29	Motorgrader	2006	12-HVHP	Caterpillar	BK00455	C
30	Hydraulic excavator	2006	330C	Caterpillar	KDD00150	C
31	Hydraulic excavator	2007	330D	Caterpillar	DD00498X	C
32	Hydraulic Excavator	2008	320	Caterpillar	CAT0320CJANB02081	C
33	Hydraulic Excavator	2008	320	Caterpillar	0320clpab05598	C
34	Hydraulic Excavator	2007	325	Caterpillar	7LM00803	C
35	Hydraulic Excavator	2006	345B	Caterpillar	CAT0345BEAGS01778	C
36	Hydraulic Excavator	2006	345B	Caterpillar	CAT0345BAGS02388	R
37	Hydraulic Excavator	2007	345C	Caterpillar	0PJW00782	R
38	Hydraulic Excavator	2007	345C	Caterpillar	0PJW00951	R
39	Hydraulic excavator	2006	330C	Caterpillar	CAT0330CCKDD00456	R
40	Track Loader	2007	963	Caterpillar	CVBB0011999	R
41	Track Loader	2007	963	Caterpillar	2DS03041	R

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
42	Track Loader	2006	963	Caterpillar	BBD01343	R
43	Track Type tractor	2003	D7H	Caterpillar	79701962	R
44	Track type tractor	2008	D7R	Caterpillar	AEC00736	R
45	Track type tractor	2004	D8N	Caterpillar	5TJ00784	R
46	Telescopic Handler	2005	TH83	Caterpillar	3RN1740	R
47	Telescopic Handler	2004	TH63	Caterpillar	5WM08232	R
48	Self-load grapple truck	2004		Mack	1FVNFXYB2XLA13559	C
49	Self-load grapple truck	2005		Freightliner	1M2P270Y8NMO12111	C
50	Roll-off w/ 20&30	2007	CV713	Mack	1M2AG11C06M033513	C
51	Roll-off w/ 20&30	2007	CV713	Mack	1M2AG11C65M022336	C
52	Road Tractor	2007	W900	Kenworth	1XKWDB9X1WJ772427	R
53	Road Tractor	2007	379	Peterbuilt	1XP5PBEX86N635490	R
54	Tractor	2007	LB9	Kenworth	1NKWLB9X75J073654	C
55	60 Ton Lowboy	2007		Lidell	1L9SL533361236299	C
56	60 Ton Lowboy	2007		Lidell	1z928980407E094082	C
57	Water Truck	2004	Topkick	GMC	1GDMU7H1J2MJ518240	C
58	Pickup (19') and travel trailer (29')	2008	F1504X4	Ford	1FTPW14V66KC76866	C
59	Water Truck	2001	Water Truck	International	1HTSCABNX1H343645	C
60	Lube Truck	2007	T300	Kenworth	ends in 6260	C
61	Lube Truck	2006	Aeromax	Ford	1FTYY92TXVVA22993	R
62	Service Trucks	2007	F650	Ford	3FRWX65NO4V653988	C
63	Service Trucks	2007	F650	Ford	3FDNF65481MA11227	R
64	8 Man Bunk Trailer	N/A		GE	GGEU486242	R
65	12 Man Bunk Trailer	N/A		GE	PATU663994	R
66	container w/ 2fuel tnks	N/A	Step Deck	Transcraft	1TTE48208Y1063847	R
67	Office/Tool Trailer	N/A	Portocamp	Trailmobile	A9000630	R
68	Mblcommand ctr	2007	stack haul	Featherlite	4fege853276c085476	C
69	Hammer	2009		Caterpillar	N/A	C
70	Steel Shear	2009		Caterpillar	N/A	C
71	Hammer	2009		Caterpillar	N/A	C
72	Generator	2001	175kw	Caterpillar	66D61178	C
73	Roll-off Container	2009	20	Galbreath	N/A	C
74	Roll-off Container	2009	20	Galbreath	N/A	C
75	Roll-off Container	2009	20	Galbreath	N/A	C
76	Roll-off Container	2009	40	Galbreath	N/A	C
77	Roll-off Container	2009	40	Galbreath	N/A	C
78	Roll-off Container	2009	40	Galbreath	N/A	R
79	Concrete Pulverizers	2009	cp100	La bounty	N/A	R
80	Parts,tools,tires etc. (on step deck)	N/A	Ship Container	Sea Ark	N/A	R
81	Travel trailer	2004		Sportsman	ends in 029	C
82	Travel trailer	2004	Classic Trailer	Dutchman	47CT2OL28N1022820	C
83	Travel trailer	2003		Coachman	ends in COF (363)	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
84	Travel trailer	2007	Sportsman	Coachman	4EZTS221281S059977	C
85	Travel trailer	2007		Conquest	1NL10TM29S1022894	C
86	Travel trailer	2003	Sport Trailer	Dutchman	ends in 135 (T474)	C
87	Travel trailer	2007	Smokey	Sunray	5L0RE28215Y000289	R
88	Travel trailer	2007		Cedia	4X4TRGRB8XP180220	R
89	Travel trailer	2007	Excello	Airstream	STJEAM25RJ509808	R
90	Travel trailer	2007	Lynx	Prowler	1EC2S292X44000972	R
91	Travel trailer	2007	Sport	Avion	47CTDDV264G513610	R
92	Flatbed	N/A	Unit 42	Utility	1UYFS2450HA657717	R
93	Bus	2005	Vanatare Coach	Prevost	N/A	R
94	Van Trailer	1989		Unknown	P330127	R
95	Supply Van	1988	Van Trailer	Unknown	48-1361	R
96	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C0AM007548	C
97	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C3AM007544	C
98	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C2AM007549	C
99	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C7AM007546	C
100	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C9AM007550	C
101	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C1AM007543	C
102	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C9AM007547	C
103	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C5AM007545	C
104	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C99M007429	C
105	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C19M007425	C
106	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C49M003918	C
107	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M007427	C
108	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M003927	C
109	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C39M007426	C
110	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C89M007423	C
111	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M007430	C
112	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C19M003925	R
113	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C79M007428	R
114	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C79M007221	R
115	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C69M007422	R
116	Tri-Axle Dump Truck	2008	GU713	Mack	1M2AX09C98M003783	R
117	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C37M004770	R
118	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C57M004771	R
119	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C27M004775	R
120	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C97M004773	R
121	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C77M004769	R
122	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C55M024529	R
123	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C95M024534	R
124	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C05M024535	R
125	Roll-Off Truck (Tri-Ax)	2008	GU173	Mack	1M2AX04CX8M003153	R
126	Roll-Off Truck (Tri-Ax)	2002		Western	2WLHALAS92KK20690	R
127	Self-Loader (Grapple Truck)	2002		Western	2WLPCD2G22K972379	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
128	Self-Loader (Grapple Truck)	2002		Western	2WLPD1F62K972863	C
129	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C36M001742	C
130	Self-Loader (Grapple Truck)	2002		Western	2WLHALAS62KK28617	C
131	Self-Loader (Grapple Truck)	2002		Western	2WLPD2GX2K972405	C
132	Self-Loader (Grapple Truck)	2008		Mack	1M2AX13C38M002031	C
133	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C96M003821	C
134	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C06M003822	C
135	Self-Loader (Grapple Truck)	2001		Volvo	M5431R	C
136	Self-Loader (Grapple Truck)	2001		Volvo	N9384D	C
137	Self-Loader (Grapple Truck)	2001		Volvo	N9385D	C
138	Self-Loader (Grapple Truck)	2001		Volvo	N9386D	C
139	Hydraulic excavator	2003	330C	Caterpillar	N/A	C
140	Hydraulic excavator	2004	330C	Caterpillar	N/A	C
141	950G Wheel Loader	2004		Caterpillar	N/A	C
142	Tub Grinder	N/A		Morbark 1300	N/A	C
143	Tub Grinder	N/A		Morbark 1300	N/A	C
144	Coach Bus	2006		Marathon	N/A	R
145	Coach Bus	1996		Prevost	Q913ZF	C
146	Bucket Truck	2000		Isuzu	W57KFL	C
147	Travel Trailer	2004		Featherlite	E904AR	C
148	Travel Trailer	2005		Featherlite	E906AR	C
149	Tractor Trailer	2004		Mack Mcneilus	N/A	C
150	Tractor Trailer	2004		Mack Mcneilus	N/A	C
151	Tractor Trailer	2004		Mack Mcneilus	N/A	C
152	Tractor Trailer	2005		Mack	N/A	R
153	2006 Anderson	2006		Anderson	N/A	R
154	Roll Off Truck	2006		International	N/A	R
155	Roll Off Truck	2006		International	N/A	R
156	Tractor Trailer	2006		Mack	N/A	C
157	Tractor Trailer	2006	C1713	Mack C1713	N/A	C
158	Tractor Trailer	2006	C1713	Mack C1713	N/A	C
159	Roll Off Truck	2002		Western	N3875B	C
160	Tractor-Trailer	2006		Mack	N3001I	C
161	Tractor-Trailer	2006		Mack	N3789K	C
162	Self-Loader w/ Pup Trailer	2005		Sterling	N/A	C
163	Self-Loader w/ Pup Trailer	2005		Sterling	N/A	C
164	Self-Loader w/ Pup Trailer	2006		Sterling	N/A	C
165	Self-Loader w/ Pup Trailer	2006		Sterling	N/A	C
166	Lowboy Tractor-trailer	1988		Mack	N/A	C
167	Self-Loader Grapple	1988		Kenworth	N/A	C
168	Self-Loader Grapple	1997		Peterbuilt	N/A	C
169	Lowboy Tractor-trailer	1995		Kenworth	N/A	C
170	Self-Loader Grapple	2005		Kenworth	N/A	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf. / Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
171	2 Man Exec. (Cont. #01033014)	2010	Container	Horton	N/A	R
172	2 Man Exec. (Cont. #01033015)	2010	Container	Horton	N/A	R
173	2 Man (Cont. #01033016)	2010	Container	Horton	SEAL D5125740	R
174	2 Man (Cont. #01033017)	2010	Container	Horton	SEAL D5125739	R
175	8 Man (Cont. #01033018)	2010	Container	Horton	SEAL D5125060	R
176	8 Man (Cont. #01033019)	2010	Container	Horton	seal d5125058	R
177	8 Man (Cont. #01033020)	2010	Container	Horton	seal d5125057	R
178	8 Man (Cont. #01033021)	2010	Container	Horton	seal d5146145	R
179	8 Man (Cont. #01033022)	2010	Container	Horton	SEAL D5125059	R
180	Conf. Room (Cont. #01033023)	2010	Container	Horton	N/A	R
181	1 Man (Cont. #01033024)	2010	Container	Horton	SEAL 964387	R
182	1 Man (Cont. #01033025)	2010	Container	Horton	SEAL 929722	R
183	Tool Room (Cont. #01033027)	2010	Container	Horton	N/A	R
184	Shower	2010	Container	Horton	seal 929656	R
185	Water Treatment (Cont. #01033026)	2010	Container	Horton	seal 5125056	R
186	Water Treatment	2010	Can Pure	Innovative Water	N/A	R
187	Kitchen (on flat bed)	2010	Container	EMK	Seal Number (0061194)	R
188	Dining (open on one side)	2010	Container	EMK	N/A	R
189	Dining	2010	Container	EMK	Seal Number (0061187)	R
190	Dining (open on BOTH sides)	2010	Container	EMK	N/A	R
191	Assembly Parts for Kitchen container (on Lowboy)	2010	Container	EMK	N/A	R
192		2010	Various	Cooking Supplies	N/A	R
193	Honey Wagon	1998	F450	Freightliner	N/A	C
194	60'x 100' (on flatbed)	2010	Quansa Building	Olympia	1UYFS2456PA027201 (AS322)	C
195	60'x 100' (on flatbed)	2010	Quansa Building	Olympia	1UYFS2453PA063203 (AS320)	C
196	Generator	2005	200KW	Caterpillar	N/A	C
197	Tools and Hardware	N/A	Container	Various	FBXU 8396726 (SEAL 129470)	C
198	Tools and Hardware	N/A	Container	Various	FBXU 8401890 (SEAL 129470)	C
199	Tools and Hardware (on Lowboy)	N/A	Container	Various	RCSU 2807478	R
200	Plastic Tanks (on Lowboy)	N/A	PT	Hartow	N/A	C
201	Plastic Tanks (on Lowboy)	N/A	PT	Hartow	N/A	C
202	Plastic Tanks	N/A	PT	Hartow	N/A	C

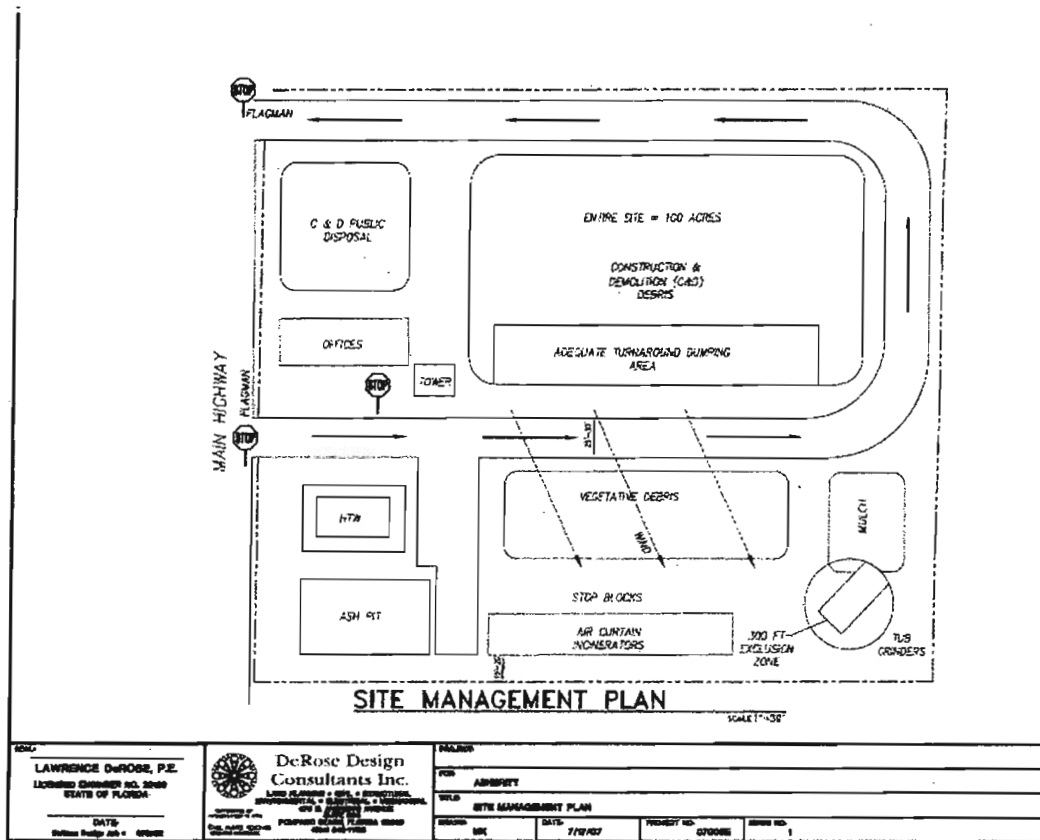
AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
203	Bus	2010		Mazda	N/A	C
204	Pickup	2010		Mazda	N/A	C
205	Pickup	2010		Mazda	N/A	R
206	SUV	2010		Mazda	N/A	R
207	SUV	2010		Mazda	N/A	R
208	25 acre	2010	Lightline		N/A	R
209	Hydraulic Excavator	2009	325	Caterpillar	N/A	C
210	Hydraulic Excavator	2009	325	Caterpillar	N/A	C
211	Hydraulic Excavator	2009	325	Caterpillar	N/A	R
212	Hydraulic Excavator	2009	325	Caterpillar	N/A	R
213	Track type tractor	2006	D7R	Caterpillar	N/A	R
214	Thumb	2009	229-8403	Caterpillar	N/A	R
215	Thumb	2009	229-8403	Caterpillar	N/A	R
216	Thumb	2009	229-8403	Caterpillar	N/A	R
217	Thumb	2009	229-8403	Caterpillar	N/A	R
218	Hydraulic Excavator	2006	330DL	Caterpillar	N/A	C
219	ID Card System	2010		Wasp	N/A	C
220	Security Radio	2010	XBR6350	Motorola	N/A	C
221	Office	2010	Container	Horton	N/A	C
222	Container	2010	Container	Horton	N/A	C
223	Container	2010	Container	Horton	N/A	C
224	Laundry	2010	Container	Horton	N/A	C
225	48' Fruehauf Tanker Trlr *Sil	1985		Trailer	1H4T04527EL009202	R
226	52'8" Liddell Lowboy Trlr	2006		Trailer	1L9SL533361236299	R
227	20' Pace American Cargo Trlr	2000		Trailer	4FPAB1822YG049028	R
228	29' Better Built Black Goose Neck Trlr	1998		Trailer	4MNDG2924W1001892	R
229	53' Trailboss Dovetail Lowboy Trlr	2006		Trailer	4SODK533961002408	R
230	General Equipment Trlr	1972		Trailer	9D75107	R
231	Motor Graders (12H VHP)	2004	12H	Caterpillar	BK00455	R
232	Motor Graders (140H)	2001	140H	Caterpillar	2ZK06919	C
233	Backhoe (CAT 420D)	2000	420D	Caterpillar	8LN02072	C
234	Backhoe (CAT 416C)	2000	416C	Caterpillar	5YN15225	C
235	Backhoe (CAT 416C)	2000	416C	Caterpillar	5YN00582	R
236	Backhoe (CAT 420D 4X4)	2003	420D	Caterpillar	FDP11104	R
237	Backhoe (CAT 416B)	1994	416B	Caterpillar	8ZK03897	R
238	Dozer	1989	Cat D3C	Caterpillar	6SL02107	C
239	Dozer	1995	Cat D6E	Caterpillar	02MJ01641	C
240	Dozer	2000	Cat D6R	Caterpillar	5LN002053	R
241	Dozer	1988	Cat D7H	Caterpillar	79Z01962	R
242	Wheel Loader	2000	VOL L120B	Volvo	L120BV61070	C
243	Wheel Loader	1999	JD 644H	John Deere	572574	C
244	Wheel Loader	2003	JD 644H	John Deere	DW644HX586313	C

AshBritt Equipment List

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committ ed R=Reserve d
245	Wheel Loader	2002	Cat 972G	Caterpillar	CAT0972GHAXC00423	C
246	Hydraulic Excavator	1998	325BL	Caterpillar	2JR00349	R
247	Hydraulic Excavator	1990	225DLC	Caterpillar	02SJ00516	R
248	Hydraulic Excavator	2002	330CL	Caterpillar	KDD00150	R
249	Hydraulic Excavator	2004	320CL	Caterpillar	PAB01876	R
250	Skid Steer Loader	2004	257B	Caterpillar	SLK00900	C
251	Skid Steer (Caterpillar 287)	2003	287	Caterpillar	CNY00648	C
252	Skidder (Caterpillar 525B)	2002	525B	Caterpillar	CAT0525BH3KZ00597	C
253	Knuckleboom (Prentice 210C log loader)	2004	210C	Prentice	210P23705	C
254	Knuckleboom (SK100 Log Loader)	1999	SK100	Supertrack	05A11980	C
255	Knuckleboom (Prentice 410D log loader)	1994	410D	Prentice	NSB0410942442	C
256	Knuckleboom (GMC Truck)	2004		GMC	TWM732V532833	R
257	Knuckleboom (Koehring 6644 log loader)	1998	6644	Koehring	U359E9013	R
258	Knuckleboom (120E Prentice Loader)	1999	120E	Freightliner	1FVNFXBYB2XLA13559	C

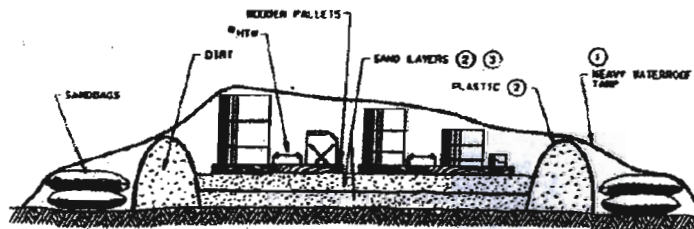
Exhibit E



• HTW (INCLUDES): PAINT, SOLVENTS, POL (PETROLEUM, OIL & LUBRICANTS), BATTERIES, ANTIFREEZE, PROPANE TANKS, ASBESTOS

NOTES:

- ① CONTAINMENT CELL MUST BE COVERED AT ALL TIMES
- ② PLASTIC IS SANDWICHED BETWEEN LAYERS TO PREVENT PLASTIC FROM TEARING
- ③ CONTAMINATED SAND SHALL BE PROPERLY CONTAINED & DISPOSED OF AS HAZARDOUS WASTE



FIELD EXPEDIENT HTW CONTAINMENT CELL

WINDGATE • NOV. 07

Debris Operations: Temporary Debris Staging and Reduction Site Observation Tower

AshBritt will construct a vehicle observation inspection tower(s) at a location designated by the Client Representative when tasked to manage a temporary debris dumpsite.

Inspection towers will be constructed using wood or equivalent structural steel members. The floor elevation of the tower shall be ten foot above the existing ground level elevation. The floor area shall be 8'x12', constructed of 2"x10" joists, 16" on center with 3/4" plywood supported by four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2 inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a corrugated metal roof with 2' eaves all around, and shall be provided with a rain gutter to protect the access stairs from roof run-off. The roof joist shall not be spaced greater than 24" on center and shall provide a minimum of 7 ft. of headroom below these roof support joists. Access stairs shall be a minimum of 36" wide, and shall be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads shall be provided with a non-slip surface for all weather access.

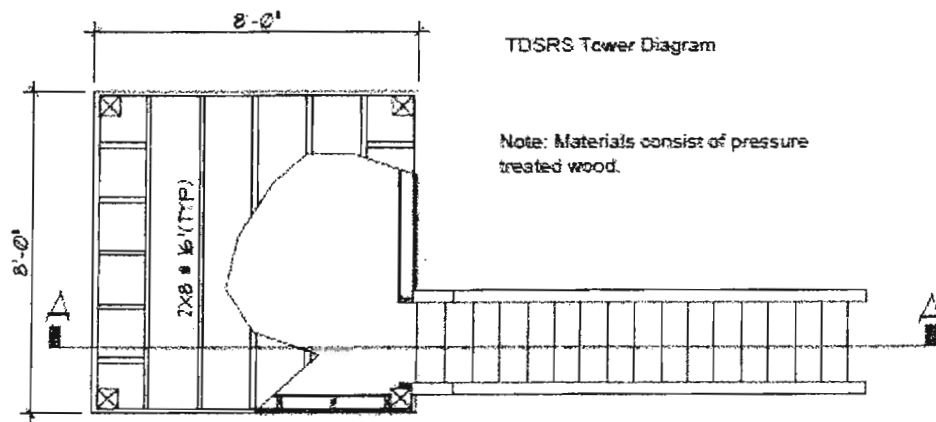
Further, inspection towers will include the construction of a worktable, 6'L x 30"W x 42"H with a 3/4" plywood top supported at all four corners. The inspection tower shall be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). Inspection towers shall be installed in the center of a 14' by 18' level pad, and shall be adequately anchored and braced to withstand a 45 mph wind load.

Moreover, they will be supplied with adequate lighting and 120v power. A minimum of four duplex 120v receptacles shall be provided (two for the work table and one on each adjacent wall) and shall be mounted 42" above finished floor. If a generator is used the Contractor will provide a 250 Watt (minimum) uninterruptible power supply. The generator shall be positioned a minimum of 50 feet from the inspection tower to reduce noise and exhaust emissions for tower occupants.

A temporary mechanical lift may be used until a fixed vehicle inspection tower can be constructed as specified by the Client Representative.

All vehicle observation inspection tower(s) will be placed at the primary ingress/egress road at each TDSR site. The vehicle observation inspection tower will allow the Client Representative (Client Tower Monitor) to visually estimate the load for each truck or trailer hauling debris into the site and to ensure that each truck or trailer is completely empty when leaving. This may require an additional tower if the egress route is not the same as the ingress.

See attached construction diagram.



FLOOR PLAN

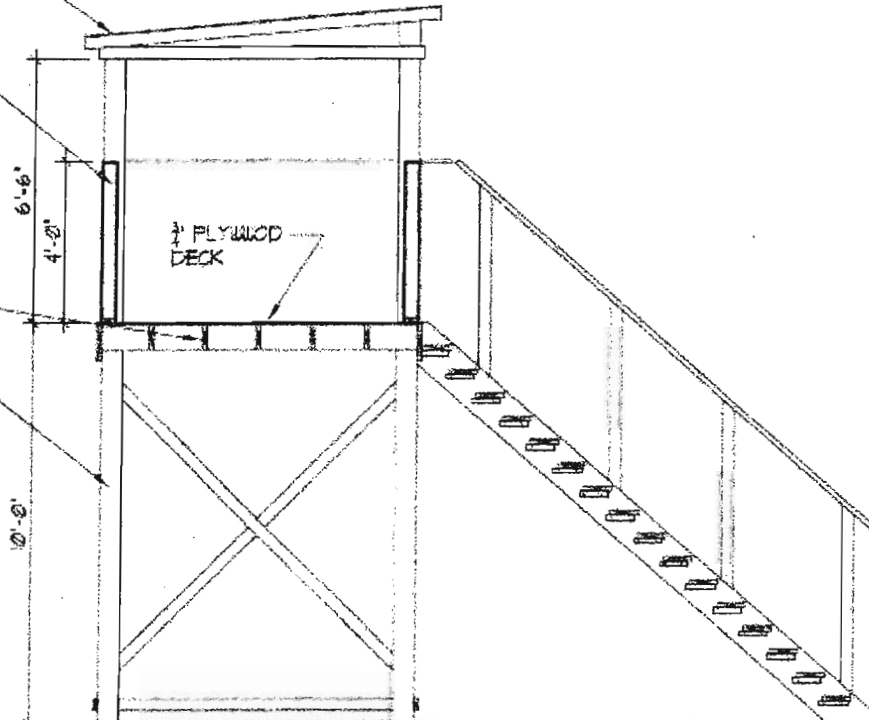
SCALE: $\frac{1}{4}"=1'-0"$

$\frac{1}{2}"$ CORR SHEETING ON 2X6 RAFTERS @ 12" O.C.

2X4 POST @ 16" O.C. W/ $\frac{1}{2}"$ PLYWOOD EA. FACE

2X8 JOISTS @ 16" O.C.

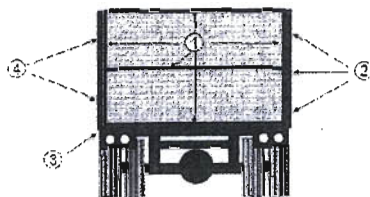
6X6 P.T. POST



SCALE: $\frac{1}{4}"=1'-0"$

		OBSERVATION TOWER	ASHBRITT	SK-1
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Mixing Vehicle Tail Gate Fencing Requirement



- ① Chainlink gate w/1-7/8" diameter welded tubular frame.
- ② Permanently attach w/gate hinges (minimum 3 locations).
- ③ Gate must extend to bottom of truck bed.
- ④ Secure gate with minimum of two 4" ratcheting tie-down straps secured to side of truck bed.

TAILGATE FENCING DETAIL

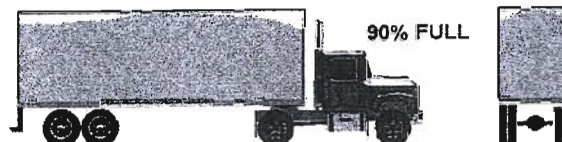
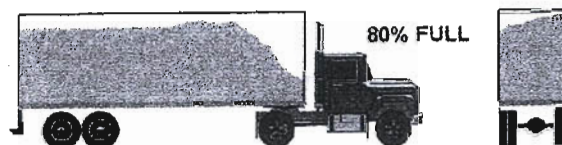


Exhibit F

COST ITEMS

A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description	Unit of Measure	Cost
1.	Vegetative debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	\$7.75
2.	Vegetative debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	\$1.00
3.	Vegetative debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	\$3.95
4.	Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	\$10.00
5.	C&D debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	\$7.75
6.	C&D debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	\$1.00
7.	C&D debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	\$3.95
8.	C&D debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	\$10.00
9.	Debris site management – preparation, management and segregating debris at DMS	per cubic yard	\$2.00
10.	Processing (grinding) of vegetative debris at DMS	per cubic yard	\$1.75
11.	Processing (burning) of vegetative debris at	per cubic yard	\$1.00

	DMS		
12.	Pick up and haul of white goods	per each	\$65.00
13.	Pick up and disposal of hazardous material	per pound	\$16.00
14.	Dead animal collection, transportation, and disposal	per pound	\$3.25
15.	Hazardous tree removal and hauling to disposal site, 6 inch diameter to 11.99 inch diameter	per tree	\$75.00
16.	Hazardous tree removal and hauling to disposal site, 12 inch diameter to 23.99 inch diameter	per tree	\$115.00
17.	Hazardous tree removal and hauling to disposal site, 24 inch diameter to 47.99 inch diameter	per tree	\$150.00
18.	Hazardous tree removal and hauling to disposal site, 48 inch diameter and greater	per tree	\$295.00
19.	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	per stump	\$145.00
20.	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	per stump	\$225.00
21.	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	per stump	\$275.00
22.	Hazardous limbs >2 inch in diameter at point of break	per tree	\$115.00
23.	Demolition of structures	per cubic yard	\$4.50
24.	Disaster event generated hazardous wastes abatement; biohazardous wastes abatement	per pound	\$25.00
25.	Tipping fees to be reimbursed to contractor by City at actual cost	cost reimbursement	Pass Thru

B. EQUIPMENT

Item	Description	Unit of Measure	Cost
1.	JD 544, or equal, wheel loader with debris grapple	per hour	\$130.00
2.	JD 644, or equal, wheel loader with debris grapple	per hour	\$150.00
3.	Extendaboom, or equal, forklift with debris grapple	per hour	\$105.00
4.	753 Bobcat, or equal, skid steer loader with debris grapple	per hour	\$75.00
5.	753 Bobcat, or equal, skid steer loader with bucket	per hour	\$75.00
6.	753 Bobcat, or equal, skid steer loader with street sweeper	per hour	\$75.00
7.	30-50 HP farm tractor with box blade or rake	per hour	\$65.00
8.	2-2 ½ cu. yd. articulated loader with bucket	per hour	\$120.00
9.	3-4 cu. yd. articulated loader with bucket	per hour	\$140.00
10.	JD 648E, or equal, log skidder	per hour	\$175.00
11.	Caterpillar D4, or equal, dozer	per hour	\$105.00
12.	Caterpillar D6, or equal, dozer	per hour	\$150.00
13.	Caterpillar D8, or equal, dozer	per hour	\$215.00
14.	Caterpillar, or equal, 125-140 HP motor grader	per hour	\$129.00
15.	JD 690, or equal, trackhoe with debris grapple	per hour	\$145.00
16.	JD 690, or equal, trackhoe with bucket & thumb	per hour	\$145.00
17.	Rubber tire trackhoe with debris grapple	per hour	\$135.00
18.	JD 310, or equal, rubber tire backhoe with bucket & hoe	per hour	\$95.00
19.	Rubber tire excavator with debris grapple	per hour	\$135.00
20.	210 Prentiss, or equal, knuckleboom with debris grapple	per hour	\$150.00
21.	Caterpillar 623, or equal, self-loader scraper	per hour	\$255.00
22.	Hand fed debris chipper	per hour	\$55.00
23.	300-400 Tub grinder	per hour	\$425.00
24.	Diamond Z, or equal, 800-1,000 HP tub grinder	per hour	\$525.00
25.	30 Ton crane	per hour	\$225.00
26.	50 Ton crane	per hour	\$265.00
27.	100 Ton crane, with 8 hour minimum	per hour	\$425.00
28.	40-60' Bucket truck	per hour	\$175.00

29.	Service truck	per hour	\$85.00
30.	Water truck	per hour	\$91.00
31.	Portable light plant	per hour	\$35.00
32.	Equipment transports	per hour	\$130.00
33.	Pickup truck, unmanned	per hour	\$14.38
34.	Self-loading dump truck with knuckleboom and debris grapple	per hour	\$145.00
35.	Single axle dump truck, 5-12 cu. yd.	per hour	\$54.00
36.	Tandem dump truck, 16-20 cu. yd.	per hour	\$70.00
37.	Trailer dump truck, 24-40 cu. yd.	per hour	\$90.00
38.	Trailer dump truck, 41-60 cu. yd.	per hour	\$115.00
39.	Trailer dump truck, 61-80 cu. yd.	per hour	\$125.00
40.	Power screen	per hour	\$102.00
41.	Stacking conveyor	per hour	\$27.00
42.	Off road truck	per hour	\$165.00

C. LABOR AND MATERIAL

Item	Description	Unit of Measure	Cost
1.	Operations Manager	per hour	\$100.00
2.	Superintendent with truck, phone and radio	per hour	\$75.00
3.	Foreman with truck, phone and radio	per hour	\$65.00
4.	Safety/quality control inspector with vehicle, phone and radio	per hour	\$55.00
5.	Inspector with vehicle, phone and radio	per hour	\$42.50
6.	Climber with gear	per hour	\$85.00
7.	Saw hand with chainsaw	per hour	\$45.00
8.	Laborers and flagmen	per hour	\$32.50
9.	Timekeeper	per hour	\$35.00
10.	HazMat professional	per hour	\$145.00
11.	Household HazMat inspection and removal crew	per hour	\$130.00
12.	FEMA public assistance manager	per hour	\$85.00
13.	FEMA documentation clerk	per hour	\$40.00
14.	Community assistance/hot line operators	per hour	\$30.00
15.	Project manager/HazMat supervisor	per hour	\$97.00
16.	Project manager/HazMat supervisor overtime	per hour	\$45.50
17.	Field logitician/HazMat technician	per hour	\$70.00
18.	Field logitician/HazMat technician overtime	per hour	\$35.00
19.	Resources technician	per hour	\$50.00

D. EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item	Description	Unit of Measure			Daily Cost	Weekly Cost
		per day (24 Hrs)	per week			
1.	10 KW generator	per day (24 Hrs)	per week		\$684.19	\$2,736.75
2.	15 KW generator	per day (24 Hrs)	per week		\$691.88	\$2,767.50
3.	25 KW generator	per day (24 Hrs)	per week		\$699.56	\$2,798.25
4.	50 KW generator	per day (24 Hrs)	per week		\$1,065.49	\$4,261.95
5.	75 KW generator	per day (24 Hrs)	per week		\$1,183.88	\$4,735.50
6.	100 KW generator	per day (24 Hrs)	per week		\$1,276.13	\$5,104.50
7.	175 KW generator	per day (24 Hrs)	per week		\$2,027.35	\$8,109.39
8.	250 KW generator	per day (24 Hrs)	per week		\$3,113.44	\$12,453.75
9.	300 KW generator	per day (24 Hrs)	per week		\$3,422.48	\$13,689.90
10.	350 KW generator	per day (24 Hrs)	per week		\$3,514.73	\$14,058.90
11.	500 KW generator	per day (24 Hrs)	per week		\$4,689.38	\$18,757.50
12.	750 KW generator	per day (24 Hrs)	per week		\$5,696.44	\$22,785.75
13.	800 KW generator	per day (24 Hrs)	per week		\$5,842.50	\$23,370.00
14.	1000 KW generator	per day (24 Hrs)	per week		\$6,765.00	\$27,060.00
15.	1250 KW generator	per day (24 Hrs)	per week		\$7,830.49	\$31,321.95
16.	1500 KW generator	per day (24 Hrs)	per week		\$8,837.55	\$35,350.20
17.	1750 KW generator	per day (24 Hrs)	per week		\$9,844.61	\$39,378.45
18.	Tails	per day (24Hrs)	per week	per month	\$6.15	\$24.60
19.	Cables (400 amp) 50 ft	per day (24Hrs)	per week	per month	\$10.76	\$43.05

Additional costs for services can be submitted for evaluation.

Hazardous Materials Equipment/Materials Price Schedule		
Description	Unit	Rate
250 gallon Poly Tank	Day	\$111.00
Absorbant Boom -bags	Each	\$132.00
Absorbant Pads - boxes	Each	\$138.00
Air Compresor 185 cfm	Day	\$130.00
Air Compresor Small	Day	\$63.00
Air Sampling Vacuum Pump	Day	\$37.00
Bladder Pump	Day	\$99.00
Cement - Bags	Each	\$44.00
Centrifugal Pump/Hoses	Day	\$68.00
Chain saws	Day	\$78.00
Coil Rope	Each	\$37.00
Concrete Saw	Day	\$71.00
Conductivity, ph, thermometer Set	Day	\$30.00
Contaminated Material - total tons	Tons	Cost + 23%
Core Drill w. 6" bit	Day	\$146.00
Data logger with Transducers	Day	\$188.00
Disposable 1 micron Filter	Each	\$26.00
Dissolved Oxygen Meter	Day	\$47.00
Double Ring Infiltrometer	Day	\$86.00
Drum Roller compactor	Hour	\$169.00
Electric Hand Tools (drill, saw, sander etc)	Ea/day	\$16.00
Explosimeter	Day	\$32.00
Gas Chromatograph, portable	Day	\$498.00
Ground Penetrating Radar	Day	\$1,039.80
Hand Auger	Day	\$14.00
Hand Tools per employee	Day	\$32.00
Harbour Boom	ft/day	\$3.00
High Pressure Steam Cleaner	Day	\$193.00
Mini Excavator	Hour	\$58.00
Oil Water probe	Day	\$50.00
OVA	Day	\$203.00
Plate Compactor	Day	\$127.00
Ponar Dredge sampler	Day	\$68.00
Portable Light stand	Day	\$145.00
Portable Sampler (Peristaltic pump)	Day	\$68.00
Safety Equipment Level C	Day	\$78.00
Safety Equipment Level D	Day	\$156.00
Sediment Sampler	Day	\$40.00
Street Sweeper	Day	\$780.00
Surveying Equipment	Day	\$58.00
Teflon Bailer	Day	\$11.00
Teflon Tubing	Foot	\$4.00
Traffic control Vests cones barriers etc	Day	\$86.00
Turbidity Meter	Day	\$42.00
Visqueen - Rolls	Each	\$136.00

Hazardous Materials Equipment/Materials Price Schedule		
Water level Indicator	Day	\$48.00
Well and Well screens	Each	Cost + 23%
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	\$130.00
YSI Meter/ Multi meter	Day	\$130.00
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	\$895.00
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	\$395.00
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	\$195.00
Cascade Air Filtration Panel	Day	\$140.00
Air Filtration Panel	Day	\$55.00
Airline Respirator	Day	\$210.00
Respirator Airline 50' Section	Each	\$175.00
Respirator Cartridges	Pair	\$35.00
High Hazard Personnel Decontamination	Per Kit	\$40.00
Low Hazard Personnel Decontamination	Per Kit	\$15.00
Portable Eyewash Statement	Day	\$35.00
First Aid Station	Day	\$125.00
Personnel Retrieval System	Day	\$140.00
Personnel Retrieval Harness	Day	\$24.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$150.00
Photoionization Dectector	Day	\$110.00
Hazmat Kit	Day	\$325.00
Hand Auger, Stainless Steel	Day	\$20.00
Hand Operated Transfer Pump	Day	\$65.00
1" Diaphragm Pump (1")	Day	\$125.00
2" Diaphragm Pump (2")	Day	\$160.00
2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
3" Diaphragm Pump (3")	Day	\$250.00
6" Diaphragm Pump (6")	Day	\$1,280.00
1" Suction or Discharge Hose (1")	Day	\$46.00
2" Suction or Discharge Hose (2")	Day	\$70.00
3" Suction or Discharge Hose (3")	Day	\$90.00
6" Suction or Discharge Hose (6")	Day	\$145.00
2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
Diesel Powered Generator 60-80kw	Day	\$245.00
Electrical Cord Station 50'	Day	\$35.00
Spike Bar	Each	\$40.00
Airless Spray (With operator)	Day	\$275.00
Pressure Washer (With operator)	Day	\$255.00
Waterhose Section (Garden)	Each	\$35.00
Cutting Torch (With operator)	Day	\$175.00
Wire Welder (With operator)	Day	\$225.00

Hazardous Materials Equipment/Materials Price Schedule		
Air Blower (With operator)	Day	\$175.00
HEPA Vac (With operator)	Day	\$480.00
Barrel Cart	Day	\$15.00
Wheelbarrow	Day	\$15.00
Oil Dry Spreader	Day	\$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
Drill w/ Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$15.00
Circular Saw	Day	\$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
Step Ladder	Day	\$9.50
Extension Ladder	Day	\$11.50
Photographic Equipment	Day	\$125.00
Flashlights	Each	\$8.00
Handheld Radios	Each	\$75.00
Level A Suit (Kappler Responder)	Each	\$800.00
Level B Suit (Kappler Responder)	Each	\$350.00
Level C Suit (Kappler Responder)	Each	\$225.00
Tyvek Coveralls (DuPont)	Each	\$25.00
Proshield (DuPont NG127s)	Each	\$85.00
Saranex (DuPont SL127T)	Each	\$95.00
Acid Suit	Each	\$95.00
Rain Suit	Each	\$35.00
Neoprene Gloves, Pair	Pair	\$12.00
Nitrile Gloves, Pair	Pair	\$8.00
Silvershield Gloves	Pair	\$12.00
PVC Gloves	Pair	\$7.50
Cotton or Latex Gloves	Pair	\$8.50
Leather Work Gloves	Pair	\$12.50
PVC Boots (Haz Mat)	Pair	\$32.50
Boot Covers	Pair	\$15.00
Hearing Protection	Pair	\$8.00
Detector Tubes	Each	\$18.00
Ph Paper	Pack	\$25.00
Spill Classifier	Each	\$15.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00

Hazardous Materials Equipment/Materials Price Schedule		
4 mil 20x100 polyethylene (4 mil)	Roll	\$47.50
6 mil 20x100 polyethylene (6 mil)	Roll	\$62.50
6 mil bags (6 mil)	Case	\$55.00
Duct Tape (N/A)	Roll	\$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
55 Gallon Drum Liners (10 mil)	Each	\$225.00
Fiber Drums (55 gallon)	Each	\$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
DOT Hazardous Waste Labels (DOT)	Box	\$35.00
Fire Extinguisher	Each	\$75.00
Caution/Hazard Tape	Roll	\$28.00
Respirator Wipes	Box	\$20.00
ChemTape , 10' roll (Kappler)	Roll	\$15.00

Exhibit G



June 13, 2009

Robert McCaughn
Public Works Director
City of Pompano Beach
1190 NE 3rd Avenue Building B
Pompano Beach, FL 33061

Dear Mr. McCaughn:

Through execution of this correspondence, AshBritt is committed to the terms and conditions of the Contract for Debris Recovery Services for the City of Pompano Beach.

Sincerely,

A handwritten signature in black ink, appearing to read "John Noble". The signature is fluid and cursive, written over a horizontal line.

John Noble
Chief Operating Officer

Exhibit H

April 14, 2014

City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060.

Re: Ashbritt Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

I, Kimberly Bryson, a Senior Vice President of Bank of America, N.A. ("Bank of America"), confirm that AshBritt Inc. maintains average balances with Bank of America in the eight figures. Ashbritt Inc. has a Low to Mid Eight Figure Line of Credit Facility with Bank of America that has been handled as agreed.

This information is being delivered to you at the request of AshBritt. Please note that the information set forth in this letter is subject to change without notice, and is provided in strictest confidence to you for this limited purpose and your use only, without any responsibility, guarantee, commitment or liability on the part of Bank of America, its affiliates or any of its or its affiliates' directors, officers or employees. Bank of America cannot provide any credit ratings or opinions of the creditworthiness of Ashbritt, and the above information does not constitute an opinion of Bank of America of the ability of AshBritt to successfully perform any obligations under any agreement it may enter into with you, Bank of America or any other entity. Finally, Bank of America undertakes no responsibility to update the information set forth in this letter.

If you have any additional questions, please do not hesitate to contact me.

Regards,



Kimberly Bryson
Senior Vice President
954-765-2144

H1



Fisher Brown Bottrell
INSURANCE, INC.

248 East Capitol Street
Suite 1200
Jackson, MS 39201
Post Office Box 1490
Jackson, MS 39215-1490
(601) 960-8200 PHONE
(800) 410-8200 TOLL FREE
(601) 208-7484 FAX
www.fbbins.com

April 17, 2014

City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

Re: AshBritt, Inc.
RFP No. E-28-14
Emergency Debris Management and
Disaster Recovery Technical Assistance

To Whom It May Concern:

It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000.00 range with an overall program of \$650,000,000.00 US Dollars.

Should any projects be awarded to and accepted by AshBritt, Inc., we are prepared to consider providing the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of AshBritt, Inc.

We are pleased to share with you our favorable experience and high regard for AshBritt, Inc. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2005 Department Circular 570). Liberty Mutual Insurance Company is rated A (Excellent) Financial Size Category XV (\$2 Billion or greater) by A.M. Best Company.

Sincerely,

Jerry G. Veazey, Jr.

Attorney-in-Fact for Liberty Mutual Insurance Company

H2

Exhibit I

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2054 Vista Pkwy, Suite 400 West Palm Beach, FL 33411-2718 561 693-0500		CONTACT NAME: Curtis A Weaver PHONE (A/C, No, Ext): 561 693-0500 E-MAIL ADDRESS: susan.casey@usi.biz FAX (A/C, No): 855 420-6662															
INSURED AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach, FL 33441		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Starr Surplus Lines Insurance C</td> <td>13604</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Starr Indemnity & Liability Com</td> <td>38318</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Surplus Lines Insurance C	13604	INSURER B: Federal Insurance Company	20281	INSURER C: Starr Indemnity & Liability Com	38318	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:20000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	SLSLEIL72032214	05/22/2014	05/22/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 CPL & PL COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	SISIPCA08263214	05/22/2014	05/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SLSLXNV73023814	05/22/2014	05/22/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	004472753901	05/22/2014	05/22/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ten Days Notice for Non-payment of Premium; 30 Days Notice for All Other.

Commercial General Liability includes Contractor Pollution Liability \$1,000,000 and Professional Liability \$1,000,000. GL Includes Primary and Non-contributory, Additional Insured and Walver of Subrogation.

(See Attached Descriptions)

APPROVED
RISK MANAGEMENT

ON: 08/27/14
BY: JTM

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
 1190 NE 3rd Avenue
 Bldg. C (Front)
 Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janet Morris

DESCRIPTIONS (Continued from Page 1)

Auto policy includes Pollution, Broadened coverage and Waiver of Right of recovery Against Us.

Wers' Compensation includes Waiver of our Right to Recover.

APPROVED
RISK MANAGEMENT
ON:
BY:

08/27/14
JFM

Exhibit J

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of 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) transaction or contract under a public transaction; 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 not presently 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.