



Certified:

E-142-21

Filed with the Clerk of the
Nassau County Legislature
on September 24, 2021 4:30 PM

NIFS ID:CQPW21000023 Department: Public Works

Capital:

SERVICE: Disaster Debris Management Services-H10003-01M

Contract ID #:CQPW21000023 NIFS Entry Date: 19-AUG-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Ashbritt, Inc.	Vendor ID#: [REDACTED]
Address: 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Joseph Cuomo
Address: NCDPW 1194 Prospect Ave. Westbury, NY 11590 Phone: 516-571-9489

Routing Slip

Department	NIFS Entry: X	30-AUG-21 -- RD'ALLEVA
Department	NIFS Approval: X	30-AUG-21 -- RD'ALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	31-AUG-21 -- CNOLAN
OMB	NIFS Approval: X	31-AUG-21 -- JNOGID
County Atty.	Insurance Verification: X	30-AUG-21 -- AAMATO
County Atty.	Approval to Form: X	30-AUG-21 -- DGRIPPO
CPO	Approval: X	01-SEP-21 -- PARJUNE

DCEC	Approval: X	01-SEP-21 -- RCLEARY
Dep. CE	Approval: X	02-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-SEP-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is a contract with Ashbritt, Inc. for on-call debris management services to assist NCDPW in the event of severe weather events.
Method of Procurement: RFP was issued May 15, 2020
Procurement History: RFP issued 5/15/20 - six proposals were received. Ashbritt, Inc. was one of two vendors selected.
Description of General Provisions: Agreement with Ashbritt, Inc. for on-call debris management services. The Department is required to be in a state of readiness to respond to significant debris removal demands caused by severe weather events such as hurricanes, microbursts, tropical storms, nor'easters and ice storms. The debris removal management service will perform debris collection, transport and site management, debris reduction & disposal. Ashbritt, Inc. shall be fully responsible for debris management activities assigned by the County, including compliance with applicable Federal, State and Local regulations and supporting the County in pursuit of maximum financial recovery allowable.
Impact on Funding / Price Analysis: The maximum amount is \$4 million for a term of 4 years with an optional 1 year renewal. This Agreement will be used only if there is a disaster in Nassau County. There is the potential for FEMA reimbursement for these services.
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	PW01	Revenue		1	PWGEN0175DE500	\$ 0.01
Resp:	0175	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.01			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND ASHBRIIT, INC.

WHEREAS, the County has negotiated a personal services agreement
with Ashbriit, Inc. for disaster-related debris-monitoring services, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Ashbriit, Inc.



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Ashbritt, Inc.

2. Dollar amount requiring NIFA approval: \$4000000

Amount to be encumbered: \$.01

This is a New

If new contract - \$ amount should be full amount of contract

If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 4 year with an optional 1 year extension

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a contract with Ashbritt, Inc. for On-Call Debris Management Services to assist NCDPW in the event of severe weather events.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

31-AUG-21

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



Nassau County, NEW YORK

Contract for Services

For

Disaster Debris Management Services

October 2020

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APPENDIX A
CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”) acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) Ashbritt, Inc., a disaster management firm having its principal office at 565 East Hillsboro Blvd., Deerfield Beach, FL 33441 (the “Firm” or the “Contractor”).

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the “Commencement Date”) and terminate four (4) years from the Commencement Date (the “Expiration Date”) unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement include disaster-related debris management services. The specific work divisions and deliverables related to this project are more particularly described in the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Exhibit “A”.

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of

the Commissioner or his or her duly designated deputy. The Contractor agrees to perform and the County agrees to pay the Contractor for any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed Four Million Dollars (\$4,000,000.00).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or

other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The

Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;
- (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees will have completed the acknowledgment required by the Vendor Code of Ethics prior to performing work;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor will obtain the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who will participate in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County’s demand and at the County’s direction, promptly and diligently defend, at the Contractor’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor’s indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name “Nassau County” as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution

of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau

County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire

understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Ashbritt, Inc.

By: 

Name: Randy Perkins

Title: Chairman

Date: 11/13/2020

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

FLORIDA
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
Broward

On the 13 day of November in the year 2020 before me personally came Randal Perkins
_____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides
in the County of Palm Beach; that he or she is the Chairman of AshBritt, Inc the
corporation described herein and which executed the above instrument; and that he or she signed his or her
name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Jacqueline Ryan

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)



Jacqueline Ryan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG321219
Expires 4/8/2023

On the ____ day of _____ in the year 20__ before me personally came _____
_____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides
in the County of _____; that he or she is a Deputy County Executive of the
County of Nassau, the municipal corporation described herein and which executed the above instrument; and
that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of
Nassau County.

NOTARY PUBLIC

Exhibit A
Detailed Scope
Disaster Debris Management Services
Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Nassau County is prone to the potential for significant physical damage resulting from natural disasters such as hurricanes, tropical storms, post-tropical storms, nor'easters and other natural or manmade disasters and emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. Therefore, the County is seeking to procure highly experienced and highly qualified Disaster Debris Management Contractor to collect, transfer, and remove debris to protect the health, safety and welfare of County residents and businesses.

The Contractor shall debris management services in preparation for natural disasters, emergencies or other debris generating events. These services include, at no additional cost to the County, participation in annual workshops or planning meetings with County Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the County with a full day training session on the most current FEMA Public Assistance Policy and Procedures Guidelines (PAPPG), FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Disaster Specific Guidance (DSG) , and policy and procedure guides changes.

The Contractor shall adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New York State Division of Homeland Security and Emergency Services (NYSDHSES), New York State Emergency Management Office (SEMO), US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP), U.S. Army Corps of Engineers (USACE) Nassau County, and any other governmental agency with jurisdiction over response and recovery actions. In the event of a disaster or emergency, the Contractor shall provide **priority status**, in the way of resources and individuals specified in the Contractor's proposal, to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. The Contractor may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or her designee.

It is the County's intent that this Contract be Federal Emergency Management Agency (FEMA) compliant and that this procurement be executed in accordance with Title 2 Code of Federal Regulation (2CFR) requirements to ensure the County is eligible for the maximum eligible reimbursement provided for in accordance with the before noted policies and procedures. FEMA is not a participant in this contract and as such has no authority to direct or impede Contractor or Contractor's resources, that authority lies solely with Nassau County or its authorized representatives.

Nassau County is situated on Western Long Island, bordering New York City, the borough of Queens on the west, and Suffolk County on the east. The population of Nassau County is approximately 1,357,000 with 445,517 households. The County consists of approximately 284.72 square miles of area.

There are two (2) incorporated cities within Nassau County, Glen Cove and Long Beach; three (3) incorporated Towns, Hempstead, North Hempstead, and Oyster Bay and sixty-four (64) incorporated Villages along with sixty (60) unincorporated Hamlets. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract. If a local government requests to participate through the Cooperative Purchasing Agreement the Contractor is required to provide the requested services at the same rate and under the same terms and conditions as presented in this 2 CFR compliant RFP and resulting contract.

It is the intent of Nassau County to allow only local governments and other governmental agencies as meeting the qualification of an eligible sub-applicant as defined in FEMA's Public Assistance Program and Policy Guide (PAPPG) located within its jurisdictional boundaries to utilize this contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to Contractor requirements, scope, or price be submitted to Nassau County in writing for acceptance and approval as originator of the contract. Nassau County will be the origin of any and all Contract Amendments.

All work set forth in the Scope of Work must be approved by personnel authorized by the County to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

I. Definitions

Aerial Photographs means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Nassau County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Beach Sand means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

Choke Point means an inspection site where all trucks must pass.

County means the County of Nassau or the County Administration, for whom work is to be conducted pursuant to this RFP and contract.

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating,

ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes.)

Consultant (or “Contractor”) means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the Contractor under contract with the County to provide Disaster Debris Management services and its subcontractors.

Debris Removal Manager means the County’s representative duly authorized by the County Administration, County Executive, or Commissioner of the Department of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

Citizens Convenience Site (Drop-off Site) means a site established for valid residents of Nassau County to drop off storm debris associated with the event Sites may be designated to accept only specific waste streams.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA’s Public Assistance (PA) Program and Policy Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (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.

Eligible Small Motorized Equipment means household lawn and home maintenance equipment that is powered and lubricated by a petroleum-based oil and fuel and the recovery and disposal of these flammable and combustible liquids is regulated.

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

NYDEC means the New York Department of Environmental Conservation.

NYSDOT means the New York State Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Limbs means broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property and pose an immediate threat to public health and safety.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Tree means incident-damaged trees with a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree meets one of the following eligibility criteria; split trunk, broken canopy, leaning at an angle greater than 30 degrees, heartwood exposed, broken root flare.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Local Employee means any Consultant employee residing within Nassau County.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the County Executive, or her designated representative, to Consultant of the date and time for work to start.

NRCS means Natural Resources Conservation Service

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

PAPPG means FEMA’s Public Assistance (PA) Program and Policy Guide

Project Manager means the individual appointed annually by Consultant to be the County’s primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

Putrescent Waste means organic waste that decays such food waste or animal carcasses.

Temporary Debris Management Site (TDMS) means a location where collected debris is, temporarily stored, reduced, segregated, and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods Requiring CFC Removal means all appliances; including, but not limited to, refrigerators, freezers, and HVAC units with CFC’s intact and requiring removal, storage and disposal in compliance with U.S. Environmental Protection Agency Clean Air Act Section 608 & 609 regulations: Standards for Stationary AC/Refrigerant Service (608), EPA, 40 CFR Part 82, Subpart F.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

II. Project Description

The designated area for debris removal is bounded by the County’s jurisdictional boundaries and includes public property and Rights-of-Way (“ROWS”), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative.

The Contractor may be tasked with removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the New York State System Roads within the jurisdictional boundaries of Nassau County. A separate Task Order will be issued for this work if requested by the County. All cost and documentation, including load tickets, debris management, reduction and final disposal cost, manifest and weight tickets, shall be tracked and invoiced separate from all other work. The routes eligible for release to Nassau County from NY Department of Transportation are NON-FEDERAL AID ROUTES within the jurisdictional boundaries of Nassau County.

NY Department of Transportation crews or their designated contractors will remove debris from FEDERAL AID ROUTES. The Contractor shall not remove debris from the ROW on FEDERAL AID ROUTES such as Interstate routes, US-designated routes, NY-designated routes or secondary routes eligible for FHWA reimbursement.

Project Summary and Task Orders

Provide Disaster Debris Management Services on an as-needed basis. The Contractor shall assist in the management of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration.

In advance of a potential storm impact, the County will issue (via electronic means) a Task Order Request to the Contractor. The Task Order Request will include a deadline (date/time) for responding with the requested information. Task Order Requests will require the Contractor to provide information on the number of available crews and arrival/mobilization times. Task Order Requests will be sent within a 120-hour window of the forecasted start of storm impacts on Nassau County.

Official written Task Order(s) for the services referenced in this contract will be issued by the County. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Contractor. Contractor must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

The Contractor shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All equipment is to be checked-in with the County Debris Removal Manager. All truck capacities shall be measured, and all trucks shall be numbered. A truck certification list, including measured capacity, truck number, license plate number, name of owner/subcontractor and photographs shall be provided prior to the beginning of any debris removal operation.

III. Overview of Scope and Unit Rate Schedule Items

All debris identified by the County Debris Manager or His Authorized Representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW using a 'clean as you go' approach. It is at the County's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the

performance of the contract unless specifically authorized by the County Debris Manager or his authorized representative in writing.

Under the contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (“FEMA”) PAPPG, Publications 321, 322, 323, 325, Fact Sheets, Public Assistance Program and Policy Guide, FP 104-009-02, April 2018 and all applicable State and Federal Disaster Specific Guidance and policies.

Work will include:

1. Examining debris to determine if it meets FEMA eligibility guidelines, determine debris category, determine if the debris is burnable or non-burnable,
2. Loading the eligible debris and transporting it to an approved Debris Management Site (TDMS) or approved final disposal facility,
3. Managing/segregating and reducing the debris at the TDMS,
4. Hauling the reduced debris to an approved disposal facility.

Debris not defined as eligible by PAPPG, FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the Contractor by the County Debris Manager or his authorized representative.

It shall be the Contractor’s responsibility to load, transport, manage, reduce, and properly dispose of any and all disaster generated debris resulting from an event under which the Contractor was issued a Task Order, unless otherwise directed by the County Debris Manager or his authorized representative, in writing. This includes, but is not limited to:

A. Emergency Clearance (Cut and Toss) Operations

The Contractor may be requested to assist the County in the initial response phase of an event. If the County elects to utilize the Contractor, a Task Order for Emergency Roadway Clearance will be issued with a list of designated roads. The Contractor will “cut and toss” debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Clearance Operations phase of the project. Work performed under an Emergency Clearance Operations Task Order will be paid based on the Hourly Rates as provided in Schedule 1 Hourly Equipment and Labor Price Schedule.

B. Eligible Vegetative Debris Removal

As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

C. Eligible Construction and Demolition (C&D) Debris Removal

FEMA Publication 325 defines Eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their

components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.

D. Eligible Demolition, Removal and Transportation of Structures

Disaster damaged public structures determined to be an immediate threat to life, public health and safety by the COUNTY shall be demolished, loaded and transported to a final disposal facility permitted to accept demolition material.

E. Debris Management Site(s) Management and Operation

Site maintenance and monitoring to ensure the site functions efficiently and safely in any environment while receiving, segregating, reducing, staging, outbound loading of debris, and TDMS close-out and restoration.

Initial site development of a new TDMS owned/leased by Nassau County or initial preparation of a previously utilized TDMS owned/leased by Nassau County required to efficiently and safely accept debris will be paid for based on the contract rates established Schedule 1 Personnel and Equipment hourly rate schedule through a County issued Task Order with a Not-To- Exceed cost cap.

F. Grinding of Eligible Vegetative Storm Debris (Reduction)

Reducing eligible vegetative debris staged on the TDMS by mechanical means (tub grinders) into smaller pieces of vegetation to be used as mulch, compost or fuel. Grinding may also be referred to as chipping or mulching. Reduced debris shall be processed with a 4 inch nominal screen incorporated in the final grinding operation.

G. Incineration of Eligible Storm Debris

The use of air curtain or portable air curtain incinerators to burn eligible vegetative debris reducing it to ash.

H. Final Disposal of Eligible Reduced Vegetative Debris to County Approved Final Disposal Facility

Transportation (one way) of reduced debris to a County approved final disposal facility permitted to accept ash or recycling facility permitted to utilize the reduced vegetation (mulch/chips) as a beneficial end use product such as compost or fuel. Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

I. Removal of Eligible Hazardous Trees

Disaster damaged trees approved by the County and qualifying as a FEMA Eligible Hazardous Tree.

J. Removal of Eligible Hazardous Limbs

Disaster damaged or broken hanging limbs approved by the County and qualifying as a FEMA

Eligible Hazardous Limb.

K. Extraction of Eligible Hazardous Stump

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the County and qualifying as a FEMA Eligible Hazardous Stump.

L. Eligible Household Hazardous Waste (HHW) Removal Transport and Final Disposal

The Resource Conservation and Recovery Act (RCRA) define Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. Work under the contract will require collection, consolidation, manifest, transport, and final disposal at a County approved Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

M. Removal of Eligible Abandoned Vehicles

Abandoned vehicles, approved by the County, that pose an immediate threat to lives, public health and safety located within the County ROW or on public use areas.

N. Removal and Final Disposal of Eligible Putrescent Debris

Fleshly organic matter such as animal carcasses and putrefied meats and food waste removed from white good products.

O. Eligible White Goods Removal and Recycling

As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled.

P. Freon Removal from Eligible White Goods

Removal of Freon (ozone depleting compound) from eligible white goods or other refrigerant containing items are required prior to recycling or disposal.

Q. Eligible Small Motorized Equipment Removal and Recycling:

Small tools and motorized equipment containing Petro-chemicals and fuel such as lawnmowers and chainsaws.

R. Eligible Electronic Waste (E-Waste) Recycling

Electronic components that may contain hazardous components such as Televisions, radios, microwaves, monitors, VCR's, DVD's, camcorders and computers.

IV. Scope of Work

A. Emergency Clearance

1. Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear (cut and toss to the side), only to the extent required, debris from eligible County roadways making them passable for emergency vehicular traffic, clear areas at critical facilities only to the extent required to provide access by emergency vehicles and essential personnel and drainage structure obstructions that are an obvious factor in flooding improved property and causing damage to roadways and bridges. All County Debris Manager designated roadways shall be passable, critical facilities accessible and drainage structures opened within seventy (70) working hours of the issuance of a Task Order from the County to conduct Emergency Clearance work. The Task Order shall have an established Not-To-Exceed cost cap. This may include roadways, critical facilities and drainage structures in municipalities within the County. Clearance of these roadways, critical facilities and drainage structures will be performed as identified by the County Debris Manager or his authorized representative. Maps of the County's maintained roadways can be found in Appendix J.
2. Contractor's Emergency Clearance crews shall be comprised of the following:
 - a. One (1) rubber tired or rubber track loading unit with operator (bobcat, loader, etc.);
 - b. Two (2) saw men with chainsaws and all required ancillary support equipment.
 - c. Four hand labors to assist saw men with debris and relocate debris to the extent required to provide access as described above.
 - d. Foreman with pickup truck and all support equipment required to maintain the crew's effective and efficient progress through the work day.

Each Emergency Road Clearance Crew shall be assigned a unique alpha numeric designation and have each piece of equipment and personnel identified as assigned to that specific crew.

Modifications to the Emergency Road Clearance Crew's composition may be requested by the Contractor based on the severity of damages and volume of debris to be cleared.

Additional equipment saw men, climbers with chainsaws, laborers or support vehicles requested by the Contractor after the crews have been field deployed must be approved by the County Debris Manager or his authorized representative or the on-site County Representative.

Any equipment out of service for a period longer than that required to perform normal maintenance and refueling will be denoted on the crew's daily time sheet as "out of service" and not eligible for payment. Failure on the part of the Contractor's foreman or laborers to perform efficiently and productively shall be noted by the County's on-site Representative.

3. The Contractor will be compensated on the hourly rates submitted in Schedule 1-Hourly Equipment and Labor Price Schedule. A maximum time limit of seventy (70) hours, seven

ten-hour days or any combination of hours/day that adds up to seventy hours of eligible work and is approved by the County, will be allowed for the Task Order unless specifically authorized by the County. The Task Order shall have an established Not-To-Exceed cost cap.

B. Eligible ROW Vegetative Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the County ROW, park, building grounds, and easements to a County approved TDMS(S) or other designated disposal facility. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the federally declared disaster event.
1. For the purposes of the contract, vegetative debris which is placed in immediate close proximity to the street, staged in a contiguous pile, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.
 2. Removal of vegetative debris existing in the County will be performed as identified by the County Debris Manager or his authorized representative.
 3. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative in writing. The County will provide specific Right-of-Entry ("ROE")/Hold Harmless legal and operational procedures if and when the Contractor is permitted to enter private property.

C. Eligible ROW C&D Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the COUNTY ROW, park, building grounds, and easements to a County approved C&D landfill or other County approved final disposal facility. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event and not reconstruction.

For the purposes of the contract, C&D debris which is placed in immediate close proximity to the street, staged in a contiguous pile and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of C&D debris existing in the County ROW will be performed as identified by the County Debris Manager or his authorized representative.

D. Eligible Demolition, Removal, Loading and Transport of Structures

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property and under authorization by the Federal Coordinating Officer (FCO) private property within the jurisdictional limits of the County. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved designated disposal facility.

1. Removal, loading and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the County Debris Manager or his authorized representative.
2. Entry onto private property will only be permitted when directed in writing by the County or County's authorized representative. The County will provide specific Right of Entry (ROE)/Hold Harmless legal and operational procedures to the Contractor prior to entry on private property.
3. Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

E. TDMS Management, Operations and Security

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage, operate, and provide security at the TDMS(s) for the acceptance, management, segregation and staging of disaster related debris. TDMS(s) layout and ingress and egress plan must be approved by the County Debris Manager or his authorized representative. Day to day operations of the TDMS are the responsibility of the Contractor. Site control of the TDMS shall be coordinated with the County Debris Manager or his authorized representative. Authorized access to any contractor provided facilities, on-site, offsite, inspections tower, and ultimate use of the TDMS is at the sole discretion of the County Debris Manager or his authorized representative. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Initial site development of a new TDMS owned/leased by Nassau County or initial preparation of a previously utilized TDMS owner/leased by Nassau County required to efficiently and safely accept debris will be paid for based on the contract established Schedule 1 Personnel and Equipment hourly rate schedule through a County issued Task Order with a Not-To- Exceed cost cap. Any and all materials required to make the new or previously utilized TDMS owned/leased by Nassau County required to efficiently and safely accept debris will be paid for as a pass-through at the documented cost of the material without markup.

1. The management of the TDMS(S) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state and federal regulatory agencies. The New York State Department of Environmental Conservation (NYSDEC) representative for Nassau County will be the point of contact.

2. Debris at the TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, hazardous stumps, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County). The Contractor shall provide an adequate number of “spotters” at all hauling units off-loading locations within the TDMS to provide assistance to drivers and remove any contaminants intermingled with the debris. Provisions shall be made for adequate storage of miscellaneous C&D and any other contaminants removed from the vegetative waste stream entering the TDMS.
3. Contractor is responsible for all associated costs necessary to provide the TDMS(s) utilities such as, but not limited to, site office, water, lighting, portable toilets, and monitoring towers.
4. Contractor is responsible for providing the TDMS(s) traffic control on roadways at ingress and egress points to the TDMS and truck routes within the TDMS.
5. Contractor is responsible for providing the TDMS(s) dust control as well as debris, mud and dust control at ingress and egress points to the TDMS(s). An operable water truck shall be available at all time on the TDMS(s).
6. Contractor is responsible for providing County approved twenty-four (24) hour site security.
7. Contractor will only permit Contractor vehicles, hauling units and others specifically authorized by the County or its authorized representative on site(s).
8. Contractor is responsible for all associated costs necessary to provide the TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
9. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris.
10. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls and validate Contractor’s trucks are empty when exiting the TDMS(s). The tower provided by the Contractor will at a minimum meet the specifications provided in Section VI.F, Debris Site Tower Specifications of this procurement.
11. Contractor is responsible for operating the TDMS(s) in accordance with OSHA, EPA, and NYDENR guidelines. The Contractor shall be responsible for all cost associated with soil and groundwater pre-use and closure (sampling) monitoring and soil/water removal and disposal as a result of a chemical or petroleum release associated with the TDMS(s) operations. Any release of a chemical or petroleum substance shall be reported to the County Debris Manager or his authorized representative within 2 hours of the release. A formal notification and resulting response, recovery and mitigation actions taken shall be provided within 24 hours of the release. The Contractor shall be responsible for all cost of response, recovery, mitigation, sampling and disposal actions required to return the TDMS to its original condition.
12. Upon completion of haul-out activities, Contractor shall remediate the site to pre- disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the County or its authorized representative.

F. Grinding of Eligible Vegetative Storm Generated Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce eligible vegetative storm generated debris by grinding. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Reduction methods are at the discretion of the County Debris Manager or his authorized representative. Grinding must be approved by the County Debris Manager or his authorized representative prior to commencement of reduction activities.

Reduced debris shall be processed utilizing a 4-inch nominal screen incorporated in the final grinding operation. All un-reduced storm debris must be staged separately at the TDMS(s) and disposed of at a County approved final disposal facility.

G. Incineration of Eligible Storm Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Reduction methods (air curtain pit and portable air curtain burning) are at the discretion of the County Debris Manager or his authorized representative and in conjunction with NYSDEC requirements and approval.

Incineration must be approved by the County Debris Manager or his authorized representative prior to commencement of reduction activities.

All ash resulting from incineration of vegetative debris shall be handled in such a manner as not to present a fire hazard. A fire watchman/tender shall be present at all times throughout this operation and shall have adequate fire suppression equipment available as well as a reliable means of communications to notify 911 in case of an emergency. Any and all cost associated with an uncontrolled burn of debris will be paid by the Contractor. An uncontrolled burn of the staged vegetative debris shall not be considered reduction of the debris and the Contractor shall not receive compensation for the quantity of debris that was consumed by the uncontrolled burn. The Contractor shall also be responsible for disposal of any and all uncontrolled burn residuals.

All un-reduced storm debris not reduced by the incineration method utilized and incorporated in the ash shall be staged separately at the TDMS(s) and disposed of at a final County approved disposal facility.

Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

H. Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to load and transport reduced vegetative debris existing at a County approved TDMS(s) to a final County approved disposal facility.

Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Compensation will be by the ton/mile, calculated on the number of miles (one way) from the

TDMS where the debris was loaded to the final disposal facility multiplied by the rate entered on Schedule 1-Unit Rate Price Schedule.

All un-reduced storm debris must be transported separately from reduced debris to a County approved final disposal facility.

I Removal of Eligible Hazardous Trees

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured at breast height (4.5 feet) from the base of the tree existing on the County ROW. Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates. Debris generated from the removal of Eligible hazardous trees existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section V.B Eligible ROW Vegetative Debris Removal. Eligible hazardous leaning trees less than six (6) inches in diameter, measured at breast height, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section V.B Eligible ROW Vegetative Debris Removal. The County will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis.

Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager or his authorized representative. Any disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the County Debris Manager or his authorized representative. For hazardous trees to be removed and Eligible for reimbursement, the tree must be six (6) inches or greater in diameter and meets one or more of the following “Eligible Hazardous Tree” criteria as a direct result of the event:

- More than fifty percent (50%) of the tree crown is damaged or destroyed.
- The tree’s trunk is split or branches have been broken off exposing heartwood.
- The tree has been uprooted and partially fallen in a public use area; and/or
- Leaning in excess of thirty (30) degrees, or if the root flair is damaged, thereby creating a safety hazard because of the increased likelihood of the tree being destabilized and falling.

NOTE: The County will not pay for the stump attached to a Hazardous Tree as a separate Hazardous Stump pay item.

The County’s preference is to have FEMA personnel pre-validate Eligible Hazardous Trees prior to removal

J Removal of Eligible Hazardous Limbs

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove Eligible Hazardous Limbs. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous limbs greater than two (2) inches in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor in writing, by the County Debris Manager or his authorized representative. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- The limb is greater than two (2) inches in diameter at the point of breakage.
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located within the ROW or on improved public property.

After all Eligible Hazardous Limbs removed shall be placed on the ROW in a manner not to create a vehicular or pedestrian hazard, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section V.B Eligible ROW Vegetative Debris Removal.

The County's preference is to have FEMA personnel pre-validate Eligible Hazardous Limbs prior to removal

K. Extraction of Eligible Hazardous Stumps

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs, stump void backfill and other associated costs necessary to remove, and final dispose of all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree originating on the County ROW. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Note: this is an all-inclusive rate. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved TDMS(s) and staged at a designated "Hazardous Stumps" location separate from eligible vegetative debris or disposed of at a County approved Final Disposal Site in accordance with all Federal, State and local rules and regulations. Non-Hazardous Stumps measured twenty-four (24) inches from the base of the tree with a diameter of twenty-four (24) inches or less will be considered normal Eligible vegetative debris and removed in accordance with scope of services in Section V.B Eligible ROW Vegetative Debris Removal.

Non-Hazardous Stumps removed and hauled to the TDMS(s), separate from eligible vegetative debris and staged at "Non-Hazardous Stump" designated locations at the TDMS(s), will be converted into a cubic yardage volume based on the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps loaded and transported to the TDMS(s) mixed with eligible vegetative debris will be incorporated in the hauling unit's overall load assessment at the TDMS(s) observation tower. Stumps of all sizes with less than 49% of the root ball exposed classified as non-hazardous will be ground in place at the direction of the County or its authorized representative. A separate Task Order may be issued for grinding of stumps so these costs can be kept separate from FEMA eligible costs, and compensation will be based on Schedule 1-Unit Rate Price Schedule rates.

Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager or his authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump is required to have a diameter greater than 24 inches when measured 24 inches from its base (where it entered the ground prior to being uprooted by the storm) and also satisfy both following criteria:

- Fifty percent (50%) or more of the root ball is exposed.
- The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Loose stumps placed on the ROW by others and stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services in Section V.B Eligible ROW Vegetative Debris Removal. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps (less than 49% of the root ball exposed) will be ground in place at the direction of the County or its authorized representative. A separate Task Order may be issued for grinding of stumps, and compensation will be based on Schedule 1-Unit Rate Price Schedule rates. The residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services in Section V.B Eligible ROW Vegetative Debris Removal.

The County or its authorized representative will measure and certify all eligible stumps prior to removal.

The County's preference is to have FEMA personnel pre-validate Eligible Hazardous Stumps prior to removal.

L. Eligible Household Hazardous Waste Removal, Transportation and Final Disposal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of Household Hazardous Waste ("HHW"). Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The removal, transportation, and disposal of HHW includes obtaining all necessary Federal, State and local permitting associated with hazardous waste collection, consolidation, and transportation. The Hazardous Waste Treatment, Storage and Disposal Facility (TSDF) shall be permitted and operating in accordance with all Federal, State and local regulatory agencies.

M. Removal of Eligible Abandoned Vehicle

Under the contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and haul off of Eligible abandoned vehicles in areas identified and approved by the County. Compensation for this work will be based on

Schedule 1-Unit Rate Price Schedule rates. The removed Eligible vehicles will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of Eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

N. Removal and Final Disposal of Eligible Putrescent Debris

Under the contract, work shall consist of the removal of animal carcasses in areas identified and approved by the County and organic debris removed from collected eligible white goods. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. The carcasses will be collected and disposed of in accordance with Natural Resource and Conservation Service (NRCS) specific guidelines. Organic waste removed from white goods shall be collected, treated and disposed of in accordance with US Environmental Protection Agency guidelines for biological hazardous waste.

O. Eligible ROW White Goods Removal and Recycling

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs associated with the removal of, transportation and recycling of White Goods existing on the County ROW. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. White Goods containing refrigerants will be hauled to a County approved staging area where certified technicians will remove the refrigerants. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The removal, transportation and disposal of White Goods includes obtaining all necessary Local, State and Federal Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

The removal of putrescent organic debris from refrigerated appliances will be compensated under the terms and conditions of Section V.N Removal and Final Disposal of Eligible Putrescent Debris.

The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the declared disaster event

P. Freon Removal from Eligible White Goods

Under the contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the County. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. The Freon containing items will be hauled to a County approved staging area under the terms and conditions of Section V.O

Eligible ROW White Goods Removal and Recycling, and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

The removal and disposal of Freon includes obtaining all necessary Federal, State and local Permits and the final disposal/recycling facility shall be operating in accordance with all Federal, State and local regulatory agencies.

Q. Eligible Electronic Waste (E-Waste) Removal and Recycling

The contract work shall consist of removal of electronic components from the ROW, transportation of this e-waste to a COUNTY approved staging area, packaging, and transportation to a recycling facility approved by the County. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The recycling facility shall be approved by the County and be in compliance with all Federal, State, and local regulations.

R. Eligible Small Motorized Equipment (SME's) Removal and Disposal

Under the contract eligible small motorized equipment placed within the County right of way will be collected, hauled to a County approved staging area, all liquids evacuated, electronics removed and packaged for proper disposal at a County approved disposal facility in compliance with all Federal, State, and local regulations. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. The decontaminated SME(s) will be recyclable at a County approved recycling facility. Liquids removed from the SME's and disposal of electronic components removed from the SME's will be compensated based on Schedule 1-Unit Rate Price Schedule rates.

V. Technical Specifications

A. Debris Removal

All debris identified by the County Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW. It is at the County's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the County Debris Manager or his authorized representative in writing.

Contractor shall deliver eligible disaster debris designated to be received at the TDMS(s) to a County approved TDMS(s) permitted to receive disaster generated debris and in compliance with all federal, state, and local regulations. Contractor shall deliver eligible disaster C&D

debris to a County approved final disposal facility permitted to receive C&D debris and is in compliance with federal, state, and local regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at the TDMS(s), unless approved in advance by the County Debris Manager or his authorized representative.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews will be required.

B. Contractor Project Management

Contractor will provide one (1) on-site Project Manager to the County and the County Debris Manager or his authorized representative. The Project Manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with the County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected.
- Number of each debris category crew confirmed to have worked the previous day, presently working in the project area and their location.
- Geographic areas where debris has been removed and the “pass” associated with work.
- Contractor’s overall progress in completing all Task Orders and estimated completion date.
- Any Contractor’s coordination issues relating to County Representatives (number of monitors requested for the following day and type of debris operations to be monitored)
- Debris collection and TDMS(s) Site Hazard Analysis/Inspection Report issues and concerns.
- Damage Claims Report and Contractor’s progress in closing out claims.

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Refer to Section VI.B regarding reports required content. Frequency of meetings may be adjusted by the County Debris Manager or his authorized representative. Contractor Project Manager must be available twenty-four (24) hours-day, 7 days a week, or as required by the County Debris Manager or his authorized representative.

C. TDMS(s) and Final Disposal Sites

The County will provide the Contractor with potential TDMS(s) locations. Refer to Appendix E. In addition to the TDMS(s) locations provided by the County, the County may task the Contractor with identifying additional TDMS(s) or final disposal locations, subject to approval by the County.

The Contractor will be responsible for returning the TDMS(s) to its original condition, abiding by all local, state, and federal environmental regulatory requirements and subject to final approval by the County.

TDMS(s) presently identified by the County which may be unilaterally relocated.

Additional TDMS(s) Locations to be Determined:

Once potential TDMS(s) locations are determined by the County the Contractor will be provided with address, GPS coordinates and estimated acreage of the identified locations.

Based on the disaster specific scope of work, the County Debris Manager or his authorized representative may task the Contractor with locating and preparing additional sites for use as TDMS(s), subject to approval by the County.

The County does not warrant or guarantee the availability or use of any final disposal site. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the County Debris Manager or his authorized representative. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor's reduction, handling, disposal, and remediation operations must be approved, in writing, by the County Debris Manager or his authorized representative.

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other County approved sites that meet local, state and federal regulations for disposal, will be made at the cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility correlated with all County issued load tickets, and proof of Contractor payment to the disposal facility. Any revenue generated by the sale of reduced vegetative debris (chips/mulch), white goods or other recovered material shall be retained by the County.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal agencies, or of any public utilities.

The County reserves the right to inspect the TDMS(s), verify quantities and review operations at any time.

D. Use of Local Resources

As per Section 307 of the Stafford Act communities are required to give preference to local Contractors in the award of contracts in major disasters and emergencies to the extent it is feasible and practicable. The County will take Section 307 requirement into consideration during the evaluation of the proposers' response to this RFP and encourages the proposers to identify as such any use of local Contractors included in the required Subcontractor Plan. The proposers will take active measures to solicit and include minority, women-owned, and Labor Surplus Area businesses and Contractors when procuring supplies and equipment, as well as awarding subcontracts and employing workmen.

E. Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance by the County. TDMS(s) work hours beyond daylight hours will be permitted on an as needed basis by Contractor request and approval by the County.

F. County Debris Site Tower Specifications

The Contractor shall provide a minimum of two (2) towers at each dumpsite for the use of County, FEMA, NYDEM, or Nassau County local government representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of thirteen (13) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be fully enclosed, starting from platform floor level and extending up to the roof on all four (4) sides. The tower shall have sliding windows on 3 sides and a door with window on the 4th side. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Section V.E TDMS Management, Operations and Security. Every tower will have access to a reliable power source with a minimum of two outlets suitable to provide safe and adequate power to a computer or other electronic devices. A twenty (20) pound ABC fire extinguisher, first aid kit, and extra personal protection equipment for visitors shall also be provided at the tower locations.

The Contractor shall provide two portable toilets and one (1) hand washing station at a safe location in proximity of the observation tower at each TDMS for the use of County representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any TDMS operations and kept in a sanitary condition by the Contractor throughout the duration of operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Section V.E TDMS Management, Operations and Security and will be paid based on Schedule 1-Unit Rate Price Schedule rates.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, load assessment and off-loading of trucks may be temporarily suspended by the County Debris Manager or his authorized representative due to unsuitable conditions at the tower.

G. Equipment

All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. It shall be the contractor's responsibility to ensure that all equipment is in safe operating condition and the operators hold valid licenses in the proper class.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, both sides, tailgate and are constructed in a manner to withstand severe operating conditions. The

sideboards are to be constructed at a minimum of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized County representatives prior to its use by the Contractor. The County's decision will be final. Un-repaired, broken or otherwise damaged bed and tail gate extensions will require re-certification of the truck after repairs have been made by the contractor.

Trucks or equipment designated for use under the contract shall not be used for any other work during the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal hauling units, crews or personnel dismissed from the project shall not be permitted to work on any other debris project within the jurisdictional boundaries of Nassau County and must have their County issued Truck Certification returned to the County and the certification placard removed from the truck and destroyed.

Equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on roadway debris removal by the County Debris Manager or his authorized representative.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager or his authorized representative, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

H Traffic Control

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. The County Debris Manager, neither his authorized representative nor the County representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Contractor shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time work is being performed.

The expense incurred by the Contractor for Traffic Control shall be included within the submitted rates on Schedule 1-Unit Rate Price Schedule. No additional compensation for traffic control will be made.

I Damage to Public or Private Property

Contractor is responsible for all damage, injury or loss to any property.

Contractor shall restore all disturbed areas to their original condition, including re- grading, use of rye grass and permanent grass and any other means determined to be necessary.

Contractor failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

J Existing Utilities

Some trees and debris which are to be removed under the contract may be blocked or entangled with overhead power, telephone, television cables, and fiber optic cables. In addition, some stumps may be entangled with underground electric, gas, water, or telecommunications utilities. In this case, it shall be the Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the Contractor.

K Environmental Protection

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the County Debris Manager or his authorized representative. Contractor shall comply in a timely manner with all directions of the County Debris Manager, his authorized representative, or on-site County representative regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

L Documentation and Measurement

1. Truck Certification:

Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.

Contractor is responsible for ensuring that all Subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

2. Load Tickets: ADMS

The County may request the Contractor to provide five (5) part Load Tickets to use for small and short duration incidents/event where County staff are acting as the monitors for the project Task Order. Use of the Contractors Load Tickets will only be considered if the information on the load ticket meets FEMA PAPPG and Debris management Guide Publication 325 recommendations. **On all other events where the County executes a Task Order with a monitoring contractor (separately procured by the County) an ADMS will be used to track debris quantities removed.**

3. Reports:

The Contractor shall submit a report each morning prior to the scheduled Daily Briefing referenced in Section V.B. The report should accurately document the Contractor's resources and progress on debris removal operations, outstanding issues and provide coordination with the County and the County's representatives.

The report shall include but is not limited to the following:

- Estimated Daily and cumulative totals of each type of debris collected.
- Estimated number of days to complete the Task Order.
- Total number of load tickets indicating the number of each issued for every debris category removed the previous day.
- Location map showing cumulative and previous days roadways and public areas the Contractor has completed; indicating the "pass" crews are presently working.
- Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day.
- TDMS(s) Site Hazard Analysis/Inspection Report.

M Coordination with Debris Monitoring Consultant

The Contractor(s) shall work with the County's Debris Monitoring Consultant(s) to ensure proper and complete record keeping of all debris management efforts in accordance with all applicable specifications and requirements.

IV. Performance Requirements

Performance Bond (At Contract Execution): The Contractor shall post a Performance Bond in the amount of one million dollars (\$1,000,000.00) at execution of this Contract. This "Good Faith" Performance Bond is in place to ensure the Contractor will respond to a request for services and Task Order from the County as prescribed in this RFP and subsequent contract. This Performance Bond will be renewed no later than the annual date of the contract's execution. A copy of this Performance Bond shall be submitted annually to the Nassau County Contract Administrator, failure to provide this Performance Bond shall result in termination of the contract. At such time as the Contractor accepts and executes a Task Order in response to a request for services following a disaster the Good Faith Performance Bond may be terminated. Upon completion of the disaster project and Performance and Payment Bonds required by the project have been released by the County the one-million-dollar (\$1,000,000.00) Performance Bond must be reinstated.

Performance and Payment Bond (Event Activated): The Contractor shall post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The COUNTY reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, SCHEDULE 1 – UNIT RATE PRICE

SCHEDULE, at the time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, from **when** the COUNTY DEBRIS MANAGER issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the COUNTY DEBRIS MANAGER or his authorized representative.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a County Task Order initiated project or until the County determines the bond may be reduced or is no longer required. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of New York and shall become effective upon the execution of the Task Order. The surety bonds must be in the form as provided by Surety Association of America, the American Institute of Architects (AIA) (A311),), Associated General Contractors of America, Engineers Joint Contract Documents Committee, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specification Institute without any variations in there from or in any other form authorized by N.Y.G.S.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable New York Statutes of Limitations.

APPENDIX B
PAYMENT SCHEDULE

Amount of Consideration. Payments to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall not exceed **Four Million Dollars (\$4,000,000.00)**, and shall be payable as follows, and in accordance with the Detailed Scope (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements. Estimated quantities in Schedule 1 are for guidance only. Payments will be calculated based on actual quantities for each category.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type – Ref. to RFP Section V.A Emergency Clearance	Hourly Equipment Rate
Bobcat Loader, 60 Hp, w/grapple, w/Operator	\$110.00
Bucket Truck w/Operator (lift height)	\$205.00
Crash Truck w/Impact Attenuator and driver	\$140.00
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	\$150.00
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	\$175.00
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	\$185.00
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	\$225.00
Dump Truck, 18 CY-20 CY w/CDL Driver	\$155.00
Dump Truck, 21 CY-30 CY w/CDL Driver	\$165.00
Dump Truck, 31 CY-70 CY w/CDL Driver	\$175.00
Dump Truck 70 CY-110 CY w/CDL Driver	\$205.00
Generator/ Light Plant w/fuel and maintenance(Specify KW)	\$35.00
Grader w/12' Blade and Operator (Wt./Hp)	\$160.00
Hydraulic Excavator, 1.5 CY (Wt.&Hp) w/Operator	\$160.00
Hydraulic Excavator, 2.5 CY (Wt.&Hp) w/Operator	\$170.00
Knuckle boom Loader, 10,000 lb. Capacity w/Operator	\$285.00
Lowboy Trailer w/Tractor and Driver	\$175.00
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity)	\$350.00
Pickup Truck, .5 Ton	\$18.00
Pickup Truck, 1.0 Ton	\$24.00

Truck, Flatbed w/Driver (Model &Hp)	\$50.00
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	\$111.32
Wheel Loader, 2.5 CY, 950 or similar (Wt.&Hp) w/Operator	\$185.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp) w/Operator	\$195.00
Wheel Loader, 4.5 CY, 980 or similar (Wt.&Hp) w/Operator	\$205.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt.&Hp) w/Operator	\$135.00
Other – Provide Separate List (Wt.&Hp) w/Operator	

Labor Category	Hourly Labor Rate
Operations (Project) Manager w/communications and Pickup	\$140.00
Crew Foreman w/Cell Phone and Pickup	\$80.00
Certified Tree Climber with Chainsaw	\$110.00
Certified Chainsaw Operator (saw man)	\$60.00
Laborer w/small tools, traffic control, or flag person	\$50.00

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

Reference to RFP Sections V.B-R

V.B	Eligible ROW Vegetative Debris Removal (Collect & Haul)	Est. Quantity (Cubic Yards)	\$ Per CY	Total
	Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved TDMS or other designated disposal facility.	100,000	\$17.00	\$1,700,000.00
	*Alternative Price by Ton (do not include in Total)			
V.C	Eligible ROW C&D Debris Removal (Collect & Haul)	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40,000	\$102.00	\$4,080,000.00
V.D	Eligible Demolition, Removal, and Transport of Structures	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on private property.	50,000	\$130.00	\$6,500,000.00
V.E	TDMS Management and Operations	Est. Quantity (Cubic Yards)	\$ Per CY	Total
	Work consists of the management and operation of TDMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000	\$3.00	\$1,500,000.00
	*Alternative Price by Ton (do not include in Total)			
V.F	Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Cubic Yards)	\$ Per CY	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding.	500,000	\$3.00	\$1,500,000.00
	*Alternative Price by Ton (do not include in Total)			
V.G	Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Cubic Yards)	\$ Per CY	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration.	500,000	\$3.00	\$1,500,000.00
	*Alternative Price by Ton (do not include in Total)			

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

V.H	Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of loading and transport of reduced debris from a County TDMS to a Final Disposal Facility. Distance measured from TDMS to Final Disposal Site			
	Haul distance 0 to 24.9 miles	250,000	\$45.45	\$11,362,500.00
	Haul distance 25 to 49.9 miles	150,000	\$52.25	\$7,837,500.00
	Haul distance 50 to 99.9 miles	50,000	\$56.38	\$2,819,000.00
	Haul distance over 100 miles	50,000	\$66.00	\$3,300,000.00
V.I	Removal of Eligible Hazardous Trees	Est. Quantity (Trees)	\$ Per Tree	Total
	Work consists of removing hazardous trees.			
	6 inch to 12.99 inch diameter	100	\$150.00	\$15,000.00
	13 inch to 23.99 inch diameter	50	\$295.00	\$14,750.00
	24 inch to 35.99 inch diameter	50	\$420.00	\$21,000.00
	36 inch to 47.99 inch diameter	20	\$475.00	\$9,500.00
	48 inch and larger diameter	5	\$900.00	\$4,500.00
V.J	Removal of Eligible Hazardous Limbs	Est. Quantity (Trees)	\$ Per Tree	Total
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	300	\$95.00	\$28,500.00
V.Ka	Extraction of Eligible Hazardous Stumps	Est. Quantity (Stumps)	\$ Per Stump	Total
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive price.			
	Greater than 24 inch to 36.99 inch diameter	100	\$290.00	\$29,000.00
	37 inch to 48.99 inch diameter	40	\$570.00	\$22,800.00
	49 inch and larger diameter	5	\$750.00	\$3,750.00
V.Kb	Grinding of non-Hazardous Stumps with less than 49% root ball exposed	Est. Quantity (Stumps)	\$ Per Stump	Total
	Work consists of grinding stumps in place with less than 49% root ball exposed. A separate Task Order will be issued.			
	Under 36.99 inch diameter	100	\$290.00	\$29,000.00
	37 inch to 48.99 inch diameter	40	\$570.00	\$22,800.00
	49 inch and larger diameter	5	\$750.00	\$3,750.00

V.L	Eligible HHW Removal, Transport and Disposal	Est. Quantity (Pounds)	\$ Per LB	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100	\$25.00	\$2,500.00
V.M	Removal of Eligible Abandoned Vehicles	Est. Quantity (Each)	\$ Per Unit	Total
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10	\$345.00	\$3,450.00

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

V.N	Removal and Final Disposal of Eligible Putrescent Debris	Est.	\$ Per Ton	Total
		Quantity (Tons)		
	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40	\$375.00	\$15,000.00
V.O	Eligible White Goods Debris Removal and Recycling	Est.	\$ Per Unit	Total
		Quantity		
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	300	\$85.00	\$25,500.00
	*Alternative Price by Ton (do not include in Total)			
V.P	Freon Removal from Eligible White Goods	Estimated	\$ Per Unit	Total
		Quantity		
	Work consists of the recovery and disposal of refrigerants from items containing Freon.	300	\$55.00	\$16,500.00
V.Q	Eligible Electronic Waste (e-waste) Removal and Recycling	Est.	\$ Per Units	Total
		Quantity		
	Work consists of the removal, transportation to County approved staging area and packaging for recycling.	50	\$35.00	\$1,750.00
	*Alternative Price by Ton (do not include in Total)			
V.R	Eligible Small Motorized Equipment Removal and Disposal	Estimated	\$ Per Unit	Total
		Quantity		
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50	\$75.00	\$3,750.00
	Total Estimate Contract Price	\$42,371,800.00		

APPENDIX C
PROGRAM DESCRIPTION AND STAFFING

Detailed information on Program Description and Staffing can be found in the Contractor's RFP Proposal.

Tab 4. Project Specific Personnel

An organizational chart that lists personnel assigned to the County in the event of contract activation. Provide any training or professional certifications held by personnel. The information shall be presented in tabular form. The list shall include but is not limited to:

- Contact persons, including telephone numbers and e-mail address

- Project manager – must have five (5) years project experience
- Operations manager – must have three (3) years project experience
- Other key personnel assigned to the project/this Agreement
- Sub-consultant(s) and Subcontractors Requirements: Provide as an Attachment your Contractors 'Sub-consultant(s)/Subcontractors Plan proposed for this project and how the Consultant will ensure the plan incorporates 2 CFR procurement requirements regarding the utilization of small and minority Contractors.

Changes to personnel listed on the proposal at the time of an event must be communicated to the COUNTY and are subject to approval by the COUNTY. The COUNTY also reserves the right to request the substitution of any personnel as the County deems necessary. Provide resumes for the project manager, operations manager and other key personnel proposed for the project.

Answer:

■ Key Team Member Overview

Our senior operational and field personnel are experts on the federal emergency management standard Incident Command System (ICS), a key component of the National Incident Management System (NIMS). AshBritt has integrated the foundations of the ICS into our organizational structure and planning standards for a response, logistics, and recovery. Our team is also familiar with the base tenets of NIMS and the National Response Plan (NRP) through the completion of the FEMA Emergency Management Institute training IS-00700, NIMS, An Introduction, and IS- 00800.C, NRP, An Introduction.

Our team is certified through the USACE program Construction Quality Management for Contractors, which is the stringent standard for safety and quality control followed by the USACE during disaster recovery missions.

Although our team size depends on the size and magnitude of a disaster event, we average 40 employees but, at some points, may have over 100 project and quality control managers.

All operational direction and orders related to our response and site-specific Debris Management Plan and all the previously delineated processes are directly channeled down our organizational command line through our Project Manager. The Project Manager will directly communicate with County representatives in all functional areas of the EOC and ICS structure. They will relay pertinent information regarding the contract and the mission to our management and field team. This will include all specific task orders, authorizations, and approvals for resource commitment. Team managers and supervisors will, in turn, receive and disseminate information down the line and translate into operational action. AshBritt will put an administrative process in place to track and log all project communications and deliverables.

AshBritt's general organizational structure is based closely on the features of the Incident Command System (ICS). It is modeled in a top-down, modular fashion that allows for both expansion and contraction depending on

**** Core Regulations & Agencies of the Disaster Industry ****

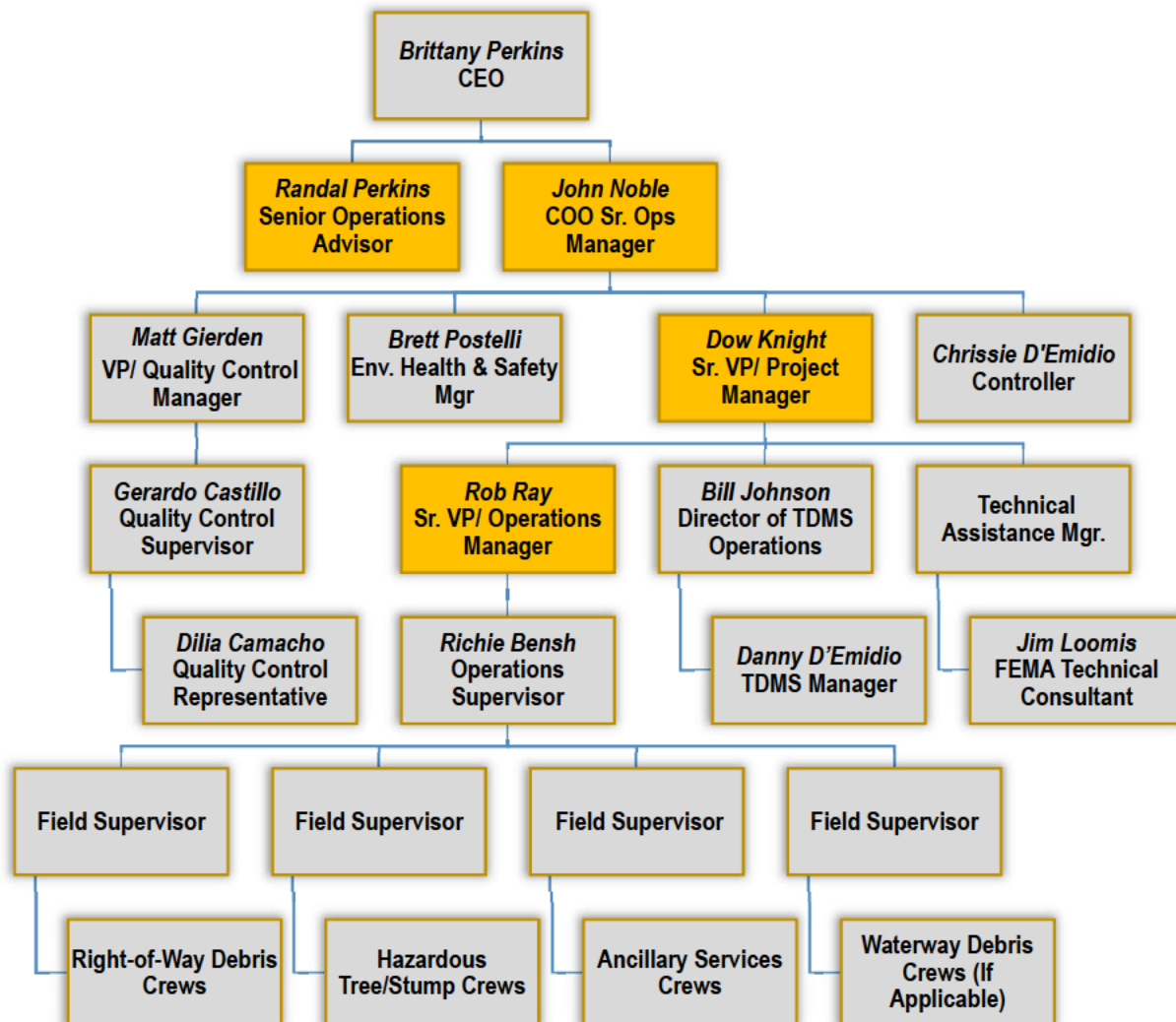
- Federal Emergency Management Agency (FEMA) – Public Assistance Program
- Environmental Protection Agency (EPA)
- Occupational Safety and Health Administration (OSHA)
- Federal Highway Administration (FHWA)
 - Fixing America's Surface Transportation (FAST)
- Robert T. Stafford Act
 - Sandy Recovery Improvement Act
 - Homeland Security Act
 - Post-Katrina Emergency Management Reform Act
- 2 C.F.R. – 200.317-337

the size and complexity of the event to which we respond. We have a base organization structure and staffing plan for sole contract activations and a base expanding structure for multiple task orders or activations for regional and statewide contract scenarios.

We have proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. We have witnessed firsthand the economic strain and demands that communities face in the aftermath of major disasters. Although state and federal funding to support immediate local recovery efforts may lag significantly, proper documentation will aid in the speed of reimbursement from federal and state agencies. To ensure response and recovery progresses and reimbursement is obligated rapidly, we use our records and reporting system identified as GIS Cloud System. This record and reporting system allows AshBritt to give access to the County to monitor applicable projects. Also, this will enable us to keep tabs on all work being done from the ROW to TDMS management, ensuring a smoother reimbursement process.

■ **Organizational Chart**

Our Project Management model and staffing organization is designed to fit the unique situational and operational requirements that each debris client/project presents. While we will continually adjust the scale and structure of our team to match daily project requirements, Nassau County's specific organizational chart is located below. AshBritt has identified Dow Knight as the Project Manager should AshBritt be activated by Nassau County.



■ Years of Experience

AshBritt's core team members have worked together for **over 17 years**. The following chart indicates the years each individual has worked in the Disaster Debris Management Industry. *The project lead is denoted by a (*) by their name. Key support personnel is denoted by a (**) by their name. Those with over 12 years of AshBritt experience are highlighted in yellow.* Note: Resumes can be found in Tab (8) per the RFP.

Contact Information For Key Personnel Assigned to Nassau County, NY:

Dow Knight: (954) 818-4416, dow@ashbritt.com

Rob Ray: (954) 868-9502, r-ray@ashbritt.com

Matt Gierden: (230) 229-5829, matt@ashbritt.com

Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Brittany Perkins	Chief Executive Officer	13	13
Randal Perkins	Senior Operations Advisor	33	26
John Noble	Chief Operations Officer	30	26
Dow Knight*	Project Manager	29	17
Rob Ray**	Operations Manager	27	17
Matt Gierden**	Quality Control Manager	20	17
Gerardo Castillo	Chief of Staff	20	3
Jim Loomis**	FEMA Technical Assistance	38	26
Christopher Holsinger**	Technical Assistance Manager	7	6
Bill Johnson**	Director of TDMS Operations	40	30
Brett Postelli**	Environ. Health & Safety Mgr.	20	9
Christine D'Emidio**	Controller	15	15
Danny D'Emidio**	TDMS Manager	27	23
Richie Bensch**	Operations Supervisor	24	20
Dilia Camacho	Quality Control Representative	24	5
Additional Personnel to be Utilized if Scope of Work Expands			
David Poe	Environmental Compliance Manager	30	28
Danny Sides	Operations Manager	17	12
Sean Robinett	Operations Supervisor	3	3
Tom Credle	FEMA Technical Consultant	46	37
Michael Wyrick	Operations Supervisor	21	8
Jeff Spoerl	Environ. Health & Safety Mgr.	23	19
Barry Scanlon	FEMA Technical Consultant	33	27
Mark Merritt	FEMA Technical Consultant	30	26
Jason Santiago	Operations Supervisor	14	17
Phil Foreman	Operations Supervisor	36	36
Fred Neris	Operations Supervisor	19	16
James Sellers	Operations Supervisor	14	7
James Buddy Lofton	Operations Supervisor	43	43
John Noble, Sr.	Operations Supervisor	33	14
James Rolette	Operations Supervisor	33	6
Mike Noble	Operations Supervisor	20	12
Bob Hewett	Operations Supervisor	18	13
Andy Rudd, Jr.	Operations Supervisor	11	8
Roosevelt Grey	Operations Supervisor	8	4
Wayne Smith	Operations Supervisor	14	14
Wayne Deese	Environ. Health & Safety Mgr.	26	2
Jason Haynie	Operations Supervisor	23	14
Jacob Haynie	Operations Supervisor	5	2
Eric Davis	Operations Supervisor	25	15
Mark Perez	Environ. Health & Safety Mgr.	22	7

- ***Project Manager, Operations Manager, and Key Personnel Resumes***

Resumes and material helpful to the technical evaluation may also be attached (short project descriptions, brochures).

Answer:

AshBritt has presented Resumes for all of our key team members assigned to Nassau County. As identified in our *Years of Experience Chart* in the previous sections, AshBritt has additional personnel that is available to be mobilized if the disaster warrants a more expansive disaster recovery team. For project details and information on each disaster event, our team members worked on, see our *Past Experience Table* in Tab (1). Any changes to personnel listed in this proposal will be communicated and approved by the County.

**** Please see the following pages for AshBritt's Resumes ****



Brittany Perkins
Chief Executive Officer

Overview:

Brittany Perkins is the Chief Executive Officer at AshBritt Environmental and has been a member of the company's Board of Directors since 2014. Brittany oversees the corporate direction, strategy, and client relations and manages business partnerships. After being named Chief Executive Officer in 2016, Brittany led AshBritt's operations in response to the numerous disaster events. Most recently, Brittany led AshBritt's Hurricane Michael mission, USACE California fire mission, Hurricane Irma, and Hurricane Harvey operations, which included over 90 jobs across 6 states and the collection of over 28 million cubic yards of storm-generated debris.

Prior to joining AshBritt, Brittany managed a law practice in Austin, Texas, held positions as a prosecutor in Texas and Florida, and was a program manager for projects in Washington, D.C., and Doha, Qatar. Brittany holds a Juris Doctor from The University of Texas at Austin and Bachelor State Bar Arts in Public Policy from Vanderbilt University. She is bilingual English-Spanish and is a member of the State Bar of Texas. Brittany is Chair of the AshBritt Foundation, serves on the Board of the 4Girls Foundation, and maintains an active pro bono legal practice working with survivors of domestic violence and individuals and families impacted by disasters.

Disaster Recovery Experience

- 13 Years

Areas of Expertise

- Executive Management
- Program Management and Logistics
- Litigation
- Government and Community Affairs

Training & Memberships

- G-202 Debris Management
- Member, State Bar of Texas

Education

- Juris Doctor, The University of Texas School of Law
- Bachelor of Arts, Vanderbilt University

Select AshBritt Experience

- **Tropical Storm Imelda, Jan 2020, Orange County, TX**
Processed and hauled C&D debris from the TDMS to the final disposal site
- **Hurricane Dorian, Sept 2019 – Charleston County, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Pacific Gas and Electric Company – Camp Fire – 2018** - Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal program
- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE, GDOT, FDEP**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 - USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean Up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, Oct. 2016 – Florida, Georgia, and South Carolina**
ROW collection and disposal, Beach Clean Up, and Hazardous Tree Removal.
- **Blue Cut Fire, August 2016 – San Bernardino County, CA**
Provided mobile showers, toilets, and other ancillary services
- **Soberanes Fire, August 2016 – Monterey County, CA**
ROW debris removal for hazardous fire-damaged trees.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cubic yards of disaster debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 - FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **AshBritt Board of Directors, Member, 2014-present**



Randal Perkins
Senior Operations Advisor/
Chairman of Board

Overview:

Randal “Randy” Perkins founded AshBritt in 1992 and led the company as President and CEO until 2016. Randy currently serves as Senior Advisor to AshBritt, Chairman of AshBritt’s Board of Directors, and is active in the AshBritt Foundation. Randy also maintains an active leadership role during operations. Randy is highly qualified and experienced in all phases of disaster response and recovery operations from his 25 years of hands-on experience in this industry. He has in-depth knowledge of all response measures, including damage assessment, debris collection, removal, reduction, recycling, and disposal activities. Moreover, Randy is a skilled communicator who supports high-level stakeholders with the public information demands following significant disaster events. Randy holds seats on the Board of Directors of several national charitable organizations and is very active in state and local philanthropic endeavors.

Disaster Recovery Experience

- 25 Years

Areas of Expertise

- Executive Management
- Operations

Training & Certifications

- FEMA IS 100 & 700
- USACE Contractor Quality Control Management (CQCM) for Contractors

Education

- Business Administration – University of Central Florida
- Global Business Concepts – University of Miami

Select AshBritt Experience: Since 1992

Mr. Perkins served as the CEO and President of AshBritt, overseeing all operations.

- **Tropical Storm Imelda, Jan 2020, Orange County, TX**
Processed and hauled C&D debris from the TDMS to the final disposal site
- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Pacific Gas and Electric Company – Camp Fire – 2018** - Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal program
- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE, GDOT, FDEP**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 – USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean Up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE’s, generator services, shelter services.
- **Hurricane Matthew, Oct. 2016 – Florida, Georgia, and South Carolina**
ROW collection and disposal, Sand Screening, and Hazardous Tree Removal.
- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4086-7), Oct. 2012 – CT & NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – CT & MA**
ROW, DMS Management, and multiple other debris services.
- **BP Deep Water Horizon Oil Spill, 2010 – MS & FL**
Oil spill recovery and skimmer vessels utilizing local personnel and resources.
- **Hurricane Ike & Dolly (DR-1791/1780), Sept. 2008 – Southeast TX**
Debris removal, building restoration, water relocation, and ancillary services.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 – MS & LA**
Debris removal and multiple ancillary services to remove of 21 million cy of debris
- **Hurricane Wilma (DR-1609), Oct. 2005 – FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 – Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.
- **Hurricane Charley (DR-1539), Aug. 2004 – Central Florida**
ROW collection, transportation, and disposal of vegetative and C&D debris.
- **Hurricane Andrew (DR-955), Aug. 1992 – South Florida**
Incorporated AshBritt following the devastating impact of Hurricane Andrew.



John Noble
Chief Operating Officer/ Sr. Ops. Mgr.

Overview:

John Noble is an environmental engineer who earned his Master's Degree in Solid and Hazardous Waste Management from the University of Florida. He also is a graduate of the United States Military Academy at West Point, where he earned a Bachelor's Degree in Civil Engineering-Engineering Management. Over his career, John has managed a long line of environmental construction and mitigation projects. Since joining the AshBritt team in 1994, he has successfully overseen the operations of over 100 mid-to-large-scale disaster response and recovery projects, and he has provided operational oversight for all of AshBritt's recovery deployments. John is currently a State of Florida Board of Professional Engineers – Engineer Intern (# 1096ET126) and a licensed Certified Pollutant Storage System Contractor (No. PC C056744). He is certified in OSHA's 40 Hour Hazardous Waste Operations and Emergency Response training, the 8-Hour Annual Refresher course, and the USACE Contractor Quality Control Management (CQCM) for Contractors. Mr. Noble is responsible for leading and managing the organization's operations. Duties include but are not limited to bid research, debris estimating, subcontractor coordination, equipment selection and acquisition, project management, and reporting.

Disaster Experience

- 24 Years

Areas of Expertise

- Executive Management
- Operations

Training & Certifications

- FEMA IS 100 & 700
- Cert. Pollutant Storage System Contractor
- State of FL Board of Professional Engineers Intern
- 40 Hour HAZWOPER
- HAZWOPER Supervisor
- U.S. Army Ranger
- U.S. Army Sapper Leadership Course
- U.S. Army Airborne/Air Assault School
- USACE CQCM for Contractors
- Member of USACE Safety Pays Committee

Education

- University of Florida – Masters of Engineering, Solid and Hazardous Waste Management
- United States Military Academy (West Point) – Bachelor of Science, Engineering Management – Civil Engineering

Select AshBritt Experience: Since 1994

Mr. Noble served as the Senior Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, Oct. 2016 – Florida, Georgia, and South Carolina**
ROW collection and disposal, Beach Clean Up, and Hazardous Tree Removal.
- **Blue Cut Fire, August 2016 – San Bernardino County, CA**
Provided showers, toilets, and other services for 3500-person County Shelter.
- **Soberanes Fire, August 2016 – Monterey County, CA**
ROW debris removal for hazardous fire-damaged trees.
- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric – Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 – Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 – Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Ike & Dolly (DR-1791/1780), Sept. 2008 – Southeast TX**
Debris removal, building restoration, water relocation, and ancillary services.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 – MS & LA**
Debris removal and multiple ancillary services to remove 21.5 million CY of debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 – Collier County**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 – Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.
- **Hurricane Frances (DR-1545) & Jeanne (DR-1561), Sept. 2004 – Central FL**
ROW debris removal, DMS site management, hazardous tree mitigation.



Dow Knight
Sr. VP/Project Manager

Overview:

Dow Knight is a graduate of the United States Merchant Marine Academy in Kings Point, New York. His maritime and inter-modal experience, both ashore and at sea, provides AshBritt with the logistics and transportation experience necessary to conduct large-scale operations for both domestic and international response requirements. For over a decade, AshBritt has applied his expertise toward the management of timely and efficient resource allocations for disaster projects. We have also relied on his management expertise and organizational skills in navigating the complexities of planning and executing large-scale, multifaceted response and recovery projects. Holding a degree in Marine Transportation, Dow also provides operational oversight for all marine services projects, whether disaster-related or through general opportunities. Additionally, he is a Commander in the Navy Reserve assigned to US Southern Command, and in 2010 deployed overseas in support of Operation Enduring Freedom. Dow most recently served as the Operations Manager for our USACE mission in response to Hurricane Michael.

Disaster Recovery Experience

- 15 Years

Areas of Expertise

- Transportation/Logistics
- Marine and Vessel Management
- Operations
- FEMA Technical Assistance
- Subcontractor Management

Training & Certifications

- FEMA IS 100 & 700
- G202 – Debris Management
- 40 Hr. HAZWOPER
- 8 Hr. HAZWOPER Refresher
- 8 Hr. HAZWOPER Supervisor
- NTSS: Fall Prevention, Ladder Safety, and Scaffolding Certificate of Completion
- USACE CQCM for Contractors
- Joint Interagency Training Center – West: Consequence Management Disasters Course
- U.S. Navy – Enterprise Safety Applications Management System for CNRF: Job Hazard Analysis Training
- USAID: Joint Humanitarian Operations Course
- MEMA Debris Course Speaker – 2018
- CPR Certified

Education

- United States Merchant Marine Academy, BS, Marine Transportation with a Minor in Marine Engineering

Select AshBritt Experience: Since 2003

Mr. Knight served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – USACE, GDOT, Leon County, Tallahassee**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 – USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Florida**
ROW collection and disposal Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Matthew (DR-4284), Oct. 2016 – Chatham County & Pooler, GA**
ROW collection and disposal, Sand Screening, and Hazardous Tree Removal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NJ**
Vessel removal and management, ROW, and DMS Management.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay County & Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Hurricane Ike & Dolly (DR-1791/1780), Sept. 2008 - Southeast TX**
Debris removal, building restoration, water relocation, and ancillary services.
- **Severe Ice Storm (EM-3268), 2006 – Alden & Erie County, NY**
Debris collection and disposal.
- **Hurricane Wilma (DR-1609), 2006 – Weston, FL**
Canal marine debris removal mission.
- **Hurricane Katrina (DR-1603) & (DR-1604), 2005 – Hope, Hancock County, and Pass Christian, MS & LA & Broward County, FL**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection.
- **Southern California Edison Bark Beetle Tree Removal Program - 2004**
- **Hurricane Dennis (DR-1609) – Escambia County, FL**
- **Citrus Canker Eradication Program, FL Department of Agricultural - 2005**
- **Hurricane Charley, Sept. 2004 – Charlotte County, FL**
- **Hurricane Isabel, 2004 – Hampton, VA**
- **Hurricane Ivan (DR-1551), Sept. 2004 – Escambia County, FL**



Matt Gierden
VP/Quality Control Manager

Overview:

Matt offers more than 17 years of experience in disaster recovery projects, special environmental operations, client development, customer service, and public relations. He is a strategic contributor for numerous efforts that have driven the successful completion of significant and high-priority disaster response and recovery initiatives that have substantially impacted the company's growth. Over the years, Matt has established a reputation as a decisive leader who expertly enhances the capabilities of the organization. He handles new challenges with his intrinsic ability for innovation and problem-solving. Equipped with an enthusiastic attitude and exceptional people skills, he successfully maintains a myriad of client relationships throughout the southeast US. Matt initially served as an entry-level field supervisor in 2002 and was immediately promoted to project manager to regional manager and later to vice president. Matt's ambitious and visionary style has significantly enhanced the company's ability to thrive in a variety of demanding disaster recovery environments. His ever-expanding portfolio of successful projects includes more than 40 Federal Emergency Management Agency (FEMA) disaster recovery projects. Matt most recently served as Project Manager for Charleston County, SC, in response to Hurricane Dorian.

Disaster Experience	Recovery
<p>■ 17 Years</p> <p>Areas of Expertise</p> <ul style="list-style-type: none"> ■ Subcontractor Management ■ Operations ■ FEMA Technical Assistance ■ Quality Control <p>Training & Certifications</p> <ul style="list-style-type: none"> ■ FEMA IS 100, 200, 230, 632, 700, and 800. ■ Anti-Terrorism Certification – Level 1 ■ 40 Hr. HAZWOPER ■ 8 Hr. HAZWOPER Refresher ■ 8 Hr. HAZWOPER Supervisor ■ FL-603 Public Assistance Grant Program ■ USACE CQCM for Contractors ■ EPA 8-hr Initial Renovator, Repair and Painting Cert. Lic: 1817542 <p>Education</p> <ul style="list-style-type: none"> ■ Mishawaka High School, Mishawaka, IN 	<p>Select AshBritt Experience: Since 2001</p> <p>Mr. Gierden served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:</p> <ul style="list-style-type: none"> ■ Hurricane Dorian, Sept 2019 – Charleston, SC ROW collection, and disposal, hazardous tree and limb removal ■ Hurricane Michael – Oct. 2018 – Bay County, FL Road Clearance, ROW and Waterway collection and disposal, and hazardous trees ■ Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 - USACE – CA Private property debris removal, erosion control, air monitoring, & disposal. ■ Hurricane Irma, Sept. 2017 – Collier County, FL ROW collection and disposal Beach Clean up, and Hazardous Tree Removal. ■ Hurricane Harvey, Aug. 2017 – Fort Bend County, TX ROW collection and disposal, HHW, sand removal. ■ Hurricane Matthew (DR-4286), 2016 – Charleston & Colleton County, SC ROW collection and disposal and Hazardous Tree Removal. ■ Blue Cut Fire, August 2016 – San Bernardino County, CA Provided showers, toilets, and other services for 3500-person County Shelter. ■ Severe Storm, Jan 2016 – Collier County & Naples, FL ROW debris collection, reduction, and disposal. ■ Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in VA Snow removal operations utilizing heavy equipment. ■ Valley Fire (DR-4240), Dec 2015 - Lake County, CA Hazardous tree felling and clean up of fire damage and destroyed trees. ■ Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water. ■ Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - SC Park and ROW debris removal, management, and disposal. ■ Hurricane Sandy (DR-4085-6), Oct 2012 - NJ ROW, DMS Management, and multiple other debris services. ■ Severe Storm (DR-4046) & (DR-4051), Oct 2011 - MA ROW, DMS Management, and multiple other debris services. ■ Deepwater Horizon Oil Spill, FDEP, 2010 – Gulf County, FL Mobilization, staging, and deployment of 11,000 linear ft. of deflection boom. ■ Hurricane Ike (DR-1791), Sept 2008 – Hardin County, TX Debris removal, collection, and disposal. ■ Hurricane Katrina (DR-1604), July 2006 – LA Debris collection, disposal, PPDR, and Demolition, base camp services. ■ Hurricane Frances (DR-1545), Jeanne (DR-1561), Charley (DR-1539), 2004 - FL ROW debris removal, DMS site management, and hazardous tree mitigation.



Rob Ray
Sr. VP/Operations Manager

Overview:

Rob Ray has 24 years of Business Development and Customer Service management experience, with specific experience in disaster response/recovery, environmental contracting, foreign relations contracting and safety training management. He currently serves as a Sr. Vice President, managing Client Relations throughout multiple states. Rob first collaborated with AshBritt, as part of a joint venture in 2003, as an Operations Manager for several large-scale hazardous fire fuels reduction projects that included high volume Hazardous Tree Removal in San Diego County, San Bernardino County, and Riverside County, California. In 2005, Rob served as both a Senior Project Manager and as the Operations Manager for the USACE Hurricane Katrina State of Mississippi recovery operations, coordinating and assisting in organizing over 1,000 subcontractors for disaster recovery operations in 16 counties. Rob has managed more than 60 disaster recovery projects and continues to surpass client expectations and project goals through his effective management and operational expertise. Rob most recently served as the Project Manager for multiple Florida jurisdictions on the west coast of Florida.

Disaster Recovery Experience

- 17 Years

Areas of Expertise

- Operations
- Quality Control
- Safety
- FEMA Technical Assistance

Training & Certifications

- FEMA IS 100, 200, 700, 800
- G202- Debris Management
- Building Resilience by Reducing Infrastructure Vulnerability (H-2016) Training
- OSHA 10 Hour
- OSHA 30 Hour
- USACE CQCM for Contractors
- Anti-Terrorism Certification – Level 1
- NTSS: Fall Prevention and Ladder Safety Certificate of Completion

Education

- Culpeper County High School, Culpeper, VA

Select AshBritt Experience: Since 2004

Mr. Ray served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **COVID-19 Shelters, April 2020, Massachusetts**
Sheltering oversight for 5 medical shelters for 1900 COVID patients
- **COVID-19 School Disinfecting, April 2020, Miami, FL**
School cleaning and disinfecting for COVID-19
- **Tropical Storm Imelda, Jan 2020, Orange County, TX**
Processed and hauled C&D debris from the TDMS to the final disposal site
- **Virginia Strong Storms, July 2019, Fairfax County, VA**
ROW clearing and collection
- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Pacific Gas and Electric Company – Camp Fire – 2018 - Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal program**
- **Hurricane Michael – Oct. 2018 – Bay, Gulf, Leon County, Tallahassee, FL**
Emergency Push, ROW collection and disposal, hazardous tree and stump removal
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 – USACE – CA Private property debris removal, erosion control, air monitoring, & disposal.**
- **Hurricane Irma, Sept. 2017 – West Coast of Florida**
ROW collection and disposal Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew (DR-4286), 2016 – SCDOT**
ROW collection and disposal and Hazardous Tree Removal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD**
Snow removal operations utilizing heavy equipment.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4086-91-92), Oct. 2012 – VA, MD, NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay County & Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.
- **Blizzard, Jan 2010 – VA & MD - Snow removal operations.**
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 – MS & FL**
Debris removal and multiple ancillary services to for 21 million cubic yards.



Gerardo Castillo
Chief of Staff

Overview:

Involved in all facets of AshBritt operations including corporate strategy, operations management, and business/community partnerships. He has experience working closely and developing strong working relationships with local government partners, including FEMA, US Army Corps of Engineers, city managers, public works directors, state department of transportation, law enforcement, environmental protection agencies, and local elected officials. Gerardo most recently served as one of the senior managers responsible for our USACE mission in response to the northern California fires.

Areas of Expertise

- Community Relations
- Operations
- Subcontractor Management

Training & Certifications

- Bilingual English/Spanish
- Strategic Planning

Education

- University of Texas at Austin
Master's in Public Affairs,
Bachelors of Arts,
Government and Political
Science

Select AshBritt Experience: Since 2017

Mr. Castillo served as the Chief of Staff, Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Tropical Storm Imelda, Jan 2020, Orange County, TX**
Processed and hauled C&D debris from the TDMS to the final disposal site
- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Pacific Gas and Electric Company – Camp Fire – 2018 - Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal program**
- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE, GDOT, FDEP**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 - USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Florida**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.

Capital Metropolitan Transportation Authority – 2010-2017

- **Sr. VP/Chief of Staff**
Managed nine departments: government relations, communications, marketing, compliance, board relations, community outreach, diversity, customer service, retail outlet. Oversaw budget of \$8 million. Directly led all aspects of the Authority's external and government relations. Senior liaison with the Board of Directors on local, state, federal policy issues affecting the Authority. Directed Plaza Saltillo \$200 million redevelopment project, 11-acre downtown Austin tract developed as Austin's first major transit orientated development project, from development concept to ground-breaking. Principal liaison between agency, private developer, city council, neighborhood associations, unions/advocacy groups.
Led agency through historic transition from internal labor force of over 1,000 employees to a privately contracted operations structure; directed multiyear negotiations and arbitration process between agency and multiple labor unions.
- **Manager, Community Affairs**
Directed public outreach team efforts across agency departments and partner transportation organizations. Developed and oversaw implementation of key stakeholder outreach campaign strategies, focusing on neighborhood associations, businesses, community groups, and community stakeholders.



Brett Postelli
Environmental Health and Safety Manager

Overview:

Responsible for establishing and communicating mission safety rules, ensuring vehicle, vessel, and equipment safety inspections are to specifications, preparing weekly safety meeting agendas, investigating accidents, implementing and reviewing DMS Site-specific Safety and Health Plans and updating as appropriate, performing structural safety inspections, including the DMS inspection towers. He serves as a liaison with client safety representative(s).

Disaster Recovery Experience

- 15 Years

Areas of Expertise

- Safety
- Waterway Management
- Trainings
- Hazardous Waste

Training & Certifications

- USACE: UXO/EOD #2657
- Over 20 Medical First-Responder Certifications
- Multiple Hazardous Material Handling Certifications
- Certified as Instructor for Hazardous Materials, First-Responder Courses, Rescue SCUBA, and Anti-Terrorism Courses.
- Highly Specialized in Unexploded Ordinance Trainings
- 40 Hr. & 8 Hr. HAZWOPER
- USACE CQCM for Contractors

Education

- TA&M – Unexploded Ordinance Tech (UXO), College Station, TX - 2010
- International School for Security & Explosives (EOD 1)– College Station, TX - 2010
- Kalamazoo Valley College, Fire Science/ Police Academy, Kalamazoo, MI - 1994

Select AshBritt Experience: Since 2010

Mr. Postelli has served as the Environmental Health and Safety Manager, Quality Control Manager, Operations Manager, or held another key role for all of the disaster recovery and debris removal projects listed below:

- **Tropical Storm Imelda, Jan 2020, Orange County, TX**
Processed and hauled C&D debris from the TDMS to the final disposal site
- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE, GDOT, FDEP**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 – USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, Oct. 2016 – Florida, Georgia, and South Carolina**
ROW collection and disposal, Sand Screening, and Hazardous Tree Removal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NJ**
Vessel removal and management, ROW, and DMS Management.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay County & Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.

Nationwide Training & Safety Services, MI: Since 2003

- **Training & Safety Officer**
Provide specialized training for Emergency Medical Response, 40 Hr. HAZWOPER, Confined Space, Level I-IV Confined Space Rescue, Anti-terrorism, Maritime Safety & Security, Industrial Fire Brigade, Maritime Firefighting, Physical & Technical Security. Acts as Safety Officer for clients.

GEO Group, TX: 2012

- **Fire & Safety Manager**
Responsible for all fire, safety, security matters in a federal corrections setting. Perform scheduled and unscheduled emergency drills to evaluate departments' strengths and weaknesses in response procedures.

Veolia ES, CA: 2009 – 2011

- **Emergency Response & EHS Manager**
Responded to national hazmat and explosive incidents (Industrial fires, BP oil spill, pipeline ruptures, lab explosions, meth labs, rail car leaks, interstate spills/releases, etc.) Conducted regulatory training and occupational safety training. (i.e., 40hr HAZWOPER, Confined Space Entry/Rescue, Technical Rescue, First Aid/CPR, etc.). Assist the USACE, DOD, and EMR Environmental in the remediation process of Unexploded Ordnance in the Great Lakes.

Underwater Construction Corporation, MI: 2007-2009

- **Safety & Electronics Specialist**
Communication specialist and underwater surveillance system tech.



Christina D'Emidio
Controller

Overview:

Accounting administrator for all AshBritt projects since 2005. Mrs. D'Emidio manages all payables, reconciles operational reporting to subcontractor invoices, processes subcontractor invoices for payment, and is the lead data entry and invoicing contact. As Controller, she handles all invoicing and subcontractor files for all of our subcontractors. She assists the project managers in all administrative duties. This includes but is not limited to invoices and billing for all clients and subcontractors. Most recently, Mrs. D'Emidio managed all client invoicing and subcontractor invoices for AshBritt's Hurricane Irma and Hurricane Harvey response.

Disaster Recovery Experience

- 14 Years

Areas of Expertise

- Data Management
- Subcontractor Management
- FEMA Documentation

Training & Certifications

- FEMA IS 100 & 200
- Florida Notary
- USACE CQCM for Contractors

Education

- Pensacola Christian College, BS in Music Education (piano proficiency)
- Pensacola Christian College, MS in Music Education (piano proficiency)

Select AshBritt Experience: Since 2004

Mrs. D'Emidio served as the Controller, Data Manager, and contact for audit inquiries for all of the disaster recovery and debris removal projects listed below:

- **Tropical Storm Imelda, Jan 2020, Orange County, TX**
Processed and hauled C&D debris from the TDMS to the final disposal site
- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE, GDOT, FDEP**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, Oct. 2016 – Florida, Georgia, and South Carolina**
ROW collection and disposal, Sand Screening, and Hazardous Tree Removal.
- **Blue Cut Fire, August 2016 – San Bernardino County, CA**
Provided showers, toilets, and other services for 3500 personnel in County Shelter.
- **Soberanes Fire, August 2016 – Monterey County, CA**
ROW debris removal for hazardous fire-damaged trees.
- **Severe Storms and Flooding, May 2016 – Jersey Village, TX**
ROW debris removal, management, and disposal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Ike & Dolly (DR-1791 & 1780), Sept. 2008 - Southeast TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cy.
- **Hurricane Wilma (DR-1609), Oct. 2005 – South Florida**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Dennis (DR-1609), 2005 – Escambia County, FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 - Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.



Christopher Holsinger
Technical Assistance Manager

Overview:

Christopher is a FEMA Debris/Public Assistance specialist who earned his Masters of Public Administration with a specialization in Emergency Management from Florida State University. He is a licensed EMT, Private Pilot, and earned a Bachelor's Degree in Political Science, and minors in Emergency Management and Urban Regional Planning at Florida State University. Christopher has tenure working for the Florida Division of Emergency Management (FDEM) Mitigation Bureau, where he assisted in the formulation of mitigation plans as well as doing research for the Governors' South Atlantic Alliance on Private Public Partnerships for short-term economic recovery. After some time in the Mitigation Bureau, he entered into the Recovery Bureau assisting Florida subgrantees with the FEMA Public Assistance program. Christopher was an instructor for the FEMA G202 Debris Management course, assisted in formulating debris related appeals for FDEM subgrantees, reviewed and submitted Debris Management Plans for the PA Alternative Procedures Pilot Program under the Sandy Recovery Improvement Act, was a Public Assistance Coordinator under FDEM for the FEMA Fire Management Assistance Grant Program (FMAG), as well as reviewed Florida county, city, municipality, and special jurisdictions contracts and RFP's for FEMA and CFR compliance. Since joining AshBritt, he has assisted communities in maximizing their federal cost-share during declared disasters as well as reinforcing FEMA policies to ensure they retain maximum federal dollars.

Disaster Recovery Experience

- 6 Years

Areas of Expertise

- FEMA Technical Assistance

Training & Certifications

- FEMA IS 100, 120a, 139, 200b, 200HCA, 208a, 230b, 235b, 240a, 241a, 242a, 244a, 632a, 634, 660, 703a, 704, 775, 800b, FL-601 and 603, G-202 (Instructor), G-272, G-278, G-300, G-393, G-400, L-948
- FL-606 Env. & Historic Preservation Compliance
- OSHA First-Responder Ops
- 40 Hour HAZWOPER
- 8 Hour HAZWOPER Sup.
- FEMA PDAT Training
- Pilot License & EMT License
- UAS Part 107
- USAR Collapse Awareness
- OUPV 6 Pack Captain License
- USACE CQCM for Contractors

Education

- Florida State University – Bachelors of Political Science, Minor: Emergency Management & Urban Regional Planning
- Florida State University – Masters of Public Administration, Specialization: EM

Select AshBritt Experience: Since 2014

Mr. Holsinger served as the Technical Assistance Manager, FEMA Public Assistance Liaison, Project Manager, or Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Red Tide Dead Fish Kill – Nov. 2018 – St. Lucie County, FL**
Red Tide fish kill Clean Up mission for 87,000 pounds of fish from County beach.
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 – USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Martin & St. Lucie County, FL**
ROW collection and disposal, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, generator service.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – Martin County, FL**
ROW collection and disposal and Hazardous Tree Removal.
- **Winter Storm Jonas, Jan 2016 – Baltimore County & City, MD**
Snow removal operations utilizing heavy equipment.
- **Red Tide Dead Fish Kill 2015 - Longboat Key, FL**
Collection, removal, and disposal of over 10,000 lbs. of dead fish in waterways/

Florida Division of Emergency Management (FDEM), FL: 2012-2014

- **Public Assistance Coordinator – Fire Management Assistance Grant Program**
Collected all pay policies, timesheets, work logs, vehicle logs, statewide mutual aid agreements, and all other necessary documentation for the obligation of federal reimbursement for 12 subgrantees for (DR-2902) FEMA FMAG program.
- **Debris Specialist**
DR 4138 Florida Severe Storms and Flooding
Debris Specialist – Provided Technical Assistance for affected jurisdictions in the Panhandle of Florida in order to coordinate proper contracting techniques.
- **Debris Technical Assistance**
Throughout Mr. Holsinger's tenure at FDEM Bureau of Recovery, he assisted Florida counties and many jurisdictions with procurement and FEMA Public Assistance guidance. From Debris Removal/Monitoring Contract review, Debris Management Plan review, to Comprehensive Emergency Management Plan re-approval, to assisting with technical questions and teaching.
- **Hazard Mitigation Grant Program (HMGP)**
Mr. Holsinger assisted the Mitigation Bureau in various projects that were being completed under the FEMA (HMGP) program. In addition, he was a part of the five-year update to the State of Florida Hazard Mitigation Plan.



Bill Johnson
TDMS Director

Overview:

Mr. Johnson's has over 40 years of disaster recovery experience. His primary responsibility includes the operational implementation of DMS plans, he supervises site management, debris separation, and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream. He arranges for recycling of appropriate debris materials as per the mission or task-specific plans in the planning and operational phases. He ensures adherence to work rules, safety and environmental monitoring guidelines, supervises the loading of reduced debris for transportation to final disposal, ensures debris haul trucks are loaded within state DOT weight limits, and conducts site closures.

Disaster Recovery Experience

- 21 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- FEMA IS 100 & 700
- 40 Hr. HAZWOPER
- USACE CQCM for Contractors

Education

- Miami Springs High School,
Miami Springs, FL

Select AshBritt Experience: Since 2000

Mr. Johnson served as the TDMS Director or Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – Leon County, FL**
Emergency Push, ROW collection and disposal, hazardous tree and stump removal
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, generator service.
- **Hurricane Harvey, Aug. 2017 – Victoria, TX**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – Brevard County, FL**
ROW collection and disposal and Hazardous Tree Removal.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Red Tide Dead Fish Collection and Disposal, 2015 - Longboat Key, FL**
Collection, removal, and disposal of over 10,000 lbs. of dead fish in waterways.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Winter Storm Pax (DR-4165), Feb. 2014 – Georgetown County, SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – Ocean County, NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Hurricane Katrina (DR-1603) Aug. 2005 – Jackson County, MS**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Over 10 Other significant disaster response and recovery projects**

Waste Management, Inc., FL: 1997-1999

- **Divisional Vice President**
Responsible for leading and managing the organization's Refuse Collection Division and recycling plant in Broward County, Florida.

Browning Ferris, Inc., FL: 1979-1997

- **Vice President**
Responsible for the operations of over 250 employees and 125 route trucks in the West Palm Beach area.

United States Army, Fort Leonard Wood, MO

- **Specialist 5: Heavy Equipment Operator**
Served 18 months in Vietnam



Danny D'Emidio
TDMS Manager

Overview:

Mr. D'Emidio is a key member of a rapid-response team with over 20 years of experience. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety. During the operations, he reports to the Senior Project Manager/Operations Manager.

Disaster Recovery Experience

- 23 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- FEMA IS 100
- 40 Hr. HAZWOPER
- 8 Hr. HAZWOPER Refresher
- 8 Hr. HAZWOPER Supervisor
- USACE CQCM for Contractors
- Class A Commercial Driver's License
- DOT Traffic Safety Course Certification

Education

- Miramar High School, FL

Select AshBritt Experience: Since 1992

Mr. D'Emidio served as the TDMS Director, TDMS Manager, Quality Control Manager, or Project Manager for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – Gulf County, FL**
Emergency Push, ROW collection and disposal, hazardous tree and stump removal
- **Hurricane Irma, Sept. 2017 – Brevard County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, generator service.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, MRE's, generator services.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – Brevard County, FL**
ROW collection and disposal and Hazardous Tree Removal.
- **Soberanes Fire, August 2016 – Monterey County, CA**
ROW debris removal for hazardous fire-damaged trees
- **Winter Storm Jonas, Jan 2016 – Rockville, MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – Chicopee, MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Monson, MA**
Debris, DMS Management, disposal, and hazardous tree mitigation.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Deepwater Horizon Oil Spill, FDEP, 2010 –Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.
- **Hurricane Ike (DR-1791), Sept. 2008 – Brazoria and Liverpool, TX**
Debris collection, removal, and disposal.
- **Hurricane Dolly (DR-1780), July 2008 - Hidalgo County, TX**
Debris removal and supplied water relocation equipment.
- **Hurricane Katrina (DR-1603) Aug. 2005 – MS**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Hurricane Dennis (DR-1609), 2005 – Escambia County, FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Frances, Sept 2004 - Port St. Lucie, FL**
ROW debris removal, DMS site management, hazardous tree mitigation.
- **Over 10 other significant disaster response and recovery projects**



Richard Bensch
Operations Supervisor

Overview:

Mr. Bensch is a key member of a rapid-response team with over 20 years of experience. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicate progress reports, assist client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety. During the operations, he reports to the Senior Project Manager/Operations Manager.

Disaster Recovery Experience

- 24 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- FEMA IS 100
- 40 Hr. HAZWOPER
- 8 Hr. HAZWOPER Refresher
- 8 Hr. HAZWOPER Supervisor
- USACE CQCM for Contractors
- Class B Commercial Driver's License
- DOT Traffic Safety Course Certification

Education

- Miramar High School, FL

Select AshBritt Experience: Since 1994

Mr. Bensch served as the DMS Manager, Quality Control Manager, Project Manager, or Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – Gulf County, FL**
Emergency Push, ROW collection and disposal, hazardous tree and stump removal
- **Hurricane Irma, Sept. 2017 – Florida**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Refugio County, TX**
ROW collection and disposal.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – St. John County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Winter Storm Jonas, Jan 2016 – Baltimore, MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric – Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Winter Storm Pax (EM-3369), Feb. 2014 – Sumter, SC**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Monson, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4024), 2011 – Emporia, VA**
Debris collection, removal, and disposal
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 – Orange County, TX**
Mold and Asbestos removal in government buildings.
- **Hurricane Katrina (DR-1603) Aug. 2005 – MS**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Hurricane Wilma (DR-1609), Oct. 2005 – South Florida**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Dennis (DR-1609), 2005 – Escambia County, FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Frances, Sept 2004 – Boca Raton, FL**
ROW debris removal, DMS site management, and hazardous tree mitigation.
- **Ice Storm. 2004 – Sumter, SC**
Debris removal, collection, and disposal.
- **Hurricane Isabel, Sept 2003 – Hampton, VA**
Debris removal, collection, and disposal.
- **F5 Tornado, May 1999, Oklahoma City, OK**
Debris removal, collection, and disposal.



Dilia Camacho
Project Manager

Overview:

Credited as an environmental steward, Dilia Camacho offers 24 years of combined experience from both the private and public sectors. Her diverse background includes nine years of county government experience in the Solid and Hazardous Waste Management Industry. Specializing in maintaining regulatory and contractual compliance for solid waste operations, facilities, hazardous waste collection and disposal, waste reduction, and recycling, along with emergency disaster recovery management. Ms. Camacho spearheaded, Hurricane Irma's Disaster Recovery Mission in Collier County, Florida. Her role was instrumental in managing the recovery process for restoring storm impacted areas utilizing local governmental, municipal, and district support and resources. Ms. Camacho is also a seasoned professional that is well-versed in the logistics and transportation industry. She has over ten years of experience managing international import/export distribution channels from various U.S. ports to foreign trade routes throughout Latin America and the Caribbean.

Years of Experience

- 24 Years

Areas of Expertise

- Transportation/Logistics
- Strategic Management & Planning
- Project Management
- Solid & Hazardous Waste Management Operations
- Budget Develop. & Oversight
- Public Partnership & Outreach
- FEMA Technical Assistance
- Subcontractor Management

Training & Certifications

- FEMA IS 100, 200, 700, 800
- 40 Hr. HAZWOPER
- 8 Hr. HAZWOPER Supervisor
- CPR/AED/First Aid Certified
- SWANA – Mgr. of Landfill Operations
- SWANA – Managing Integrated Solid Waste Management Systems
- SWANA – Recycling Mgr.
- Florida State University – Certified Public Manager

Education

- Florida International University -, B.A., Business Administration

Concentration: International Business & Finance

- Bilingual English/Spanish

Select AshBritt Experience: Since 2019

Ms. Camacho served as the Director of the Disaster Recovery Operations and Assistant Project Manager for projects listed below:

■ **Hurricane Dorian, Sept 2019 – Charleston, SC**

Assistant Project Manager for ROW, collection and disposal, hazardous tree, and stump removal, collecting 615,000 CY of Vegetative Debris. Also, served as a liaison for daily operations and reporting submittals.

■ **Hurricane Irma, Sept. 2017 – Collier County, FL.**

Directed the debris recovery mission for Collier County, collecting 3.6 million C.Y. of ROW Vegetative Debris, Construction and Demolition, White Goods, and Household Hazardous Waste. She managed the operations of six TDMS and five RTDMS and coordinated air monitoring and noise testing for TDMS. She spearheaded six hazardous waste collections events in storm impacted areas, managed daily operations with debris, monitoring, and waste hauling contractors, and was instrumental toward the successful execution of FEMA documentation, invoicing, and financial reconciliations. She served as the lead Public Information Officer for the County, developing internal and external communications, press releases, multi-media campaigns, public announcements, presentations, and webpage updates. She revised Collier County's Hurricane Disaster Debris Management Plan and produced Hurricane Irma's After-Action Report.

■ **Hurricane Irma, Sept. 2017 – Collier County, FL.**

Directed the first phase of Collier County's waterway debris recovery mission for county-maintained canals and ditches, collecting 13,092 CY of Vegetative Debris. Ms. Camacho successfully coordinated the County's navigable and non-navigable funding program through NRCS, utilizing drone and field surveillance to identify storm debris quantities and access points for clean-up recovery operations.

■ **MLK Storm – Jan. 2016 – Collier County, FL.**

Ms. Camacho directed the collection of over 44,032 CY ROW Vegetated and Construction and Demolition Debris from a severe windstorm impacting Collier County's Golden Gate City area. She coordinated, monitored, and tracked debris recovery operations and was responsible for the execution of FEMA documentation, invoicing, and internal reconciliations.



Michael Wyrick
Operations Supervisor

Overview:

Mr. Wyrick is a key member of our rapid-response team. He deploys to manage disaster recovery operations for assigned project client area. He conducts debris field surveys, facilitates, and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Mr. Wyrick directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. Furthermore, he ensures contractual compliance in areas of technical approach, quality control, and safety.

Disaster Recovery Experience

- 8 Years

Areas of Expertise

- Operations
- Quality Control
- Client Relations

Training & Certifications

- FEMA IS 700a
- USACE CQCM for Contractors
- Anti-Terrorism Certification – Level 1
- National Eagle Scout Association Member

Education

- University of Arkansas, Bachelor of Arts in History – 1994
- Yemen Language Center, Sana'a, Yemen, Modern Standard Arabic Level 1 - 1997

Select AshBritt Experience: Since 2008

Mr. Wyrick served as the Operations Manager, Project Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Irma, Sept. 2017 – Monroe County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Connecticut Severe Winter Storm and Snowstorm (DR-4106), Feb 2013 – CT**
Snow removal operations.
- **Hurricane Sandy (DR-4086-92), Oct. 2012 – VA & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Hurricane Irene (DR-4034), Aug 2011 – CT**
DMS management, debris collection, and disposal.
- **Severe Storm and Tornadoes (DR-1994), May 2011 –Springfield, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.



Jim Loomis
FEMA Technical Consultant

Overview:

Mr. Loomis has 35 years of management experience and 24 years of regulatory and contract analysis experience at the local, state and federal level. He has been the lead manager and senior partner for in procurement, contracts, appeals, claims, protests, small business participation, and case management. Mr. Loomis has relevant disaster management capabilities developed during his 12-year career at the State of Florida Department of Community Affairs in the Division of Emergency Management. Mr. Loomis worked extensively on all types of federal assistance projects and handled many program challenges. He has supervisory and hands-on experience with more than one hundred federal disaster declarations in the areas of government-to-government assistance for wildfire management and infrastructure assistance; government-to-individual assistance to meet uninsured family needs, and government-to-business assistance for uninsured business recovery needs. He was the primary liaison and coordinator for the emergency management community in the public-private partnership that became the Partners in Recovery Program with the Florida Insurance Industry. This partnership between the Florida Insurance Council, the Insurance Department, and Emergency Management is a national model for coordination of disaster recovery activities. While with the State of Florida Mr. Loomis worked in the hurricane shelter survey program, Community Right to Know program, Emergency Management GIS Unit and then served as the Administrator of the Disaster Recovery Programs. In this capacity, he was responsible for planning, coordination, oversight, and development of emergency recovery activities and worked with stakeholders for four years on the legislation that became the Disaster Mitigation Act of 2000. Mr. Loomis has specific construction expertise and cost estimating experience beginning in 1972 with Gunn and Gunn Construction Company in Miami, Florida. Mr. Loomis developed residential and commercial construction repair cost estimates used for insurance claims resulting from fire damage. Mr. Loomis is currently certified by the USACE and NAVFAC in Construction Quality Management for Contractors.

Disaster Recovery Experience

- Over 35 years

Areas of Expertise

- FEMA Technical Assistance
- Project Worksheet Formulation
- FEMA Appeals
- FEMA Documentation

Training & Certifications

- Over 50 FEMA and Emergency Management Certifications and Trainings.
- USACE CQCM for Contractors

Education

- Miami Edison Senior High School
- Miami Dade Junior College – Associates Degree
- Florida State University

Select AshBritt Experience: Since 2005

Mr. Loomis served as the FEMA Technical Consultant for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Dorian, Sept 2019 – Charleston, SC**
ROW collection, and disposal, hazardous tree and limb removal
- **Winter Storm Gia, Feb 2019 – Overland Park, KS**
ROW collection and disposal, hazardous tree and limb removal
- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE, GDOT, FDEP**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – Oct. 2017 – USACE**
– CA Private property debris removal, erosion control, air monitoring, & disposal.
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Sandy (DR-4086), Oct. 2012 - NJ**
ROW, DMS Management, and multiple other debris services.
- **Acquiring A-901 License for Hurricane Sandy**
The State of New Jersey requires that all companies transporting non-recyclable waste within its jurisdiction must have a state issued an A-901 license. Mr. Loomis coordinated the application for the A-901 License for the Hurricane Sandy Disaster Recovery Mission.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4034), 2011 – MA**
DMS management, debris collection, and disposal.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cubic yards of disaster debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 - FL**
ROW debris removal, DMS site management, debris recycling, and disposal.



Mark Merritt
FEMA Technical Consultant

Overview:

Mark C. Merritt is co-founder at DCMC Partners, a strategic management consulting firm that builds on its founders' decades of leadership in the private and public sectors. Prior to DCMC, Mark C. Merritt was co-founder and partner at Witt O'Brien's, where he served as Senior Vice President of the firm's Recovery Division. Merritt and his team of technical experts managed large-scale disaster debris clean up operations; worked with clients to navigate the challenging regulatory areas of insurance and government reimbursement; and supported clients in evaluating, financing, and executing opportunities to rebuild after disasters. His work represented at least half of the firm's revenue since he co-founded Witt Associates in 2001. Under his leadership, his team managed and implemented more than \$20 billion in federal reimbursement, including \$17 billion in FEMA Public Assistance and \$3.5 billion in FEMA Hazard Mitigation Grant Program funding. Merritt has raised the standard for disaster recovery consulting. Governors and mayors proactively seek out Merritt's guidance following significant disasters. Merritt and his team have worked every major disaster in the U.S. and its territories over past 13 years. Merritt managed large-scale disaster recovery efforts for the State of Louisiana (after Hurricane Katrina and subsequent storms) and for the State of New Jersey (following Superstorm Sandy). These clients attribute billions in funding to Merritt and his team that the states would not have otherwise received from the federal government (including \$3 billion in Louisiana and nearly \$.5 billion in New Jersey). Other clients have included the states of Indiana and Iowa (after the devastating 2008 floods), the State of Florida (following the 2004 hurricanes), and the University of Texas System (in the aftermath of hurricanes). Merritt graduated from West Point Military Academy. He served six years of active duty in positions ranging from an intelligence officer to an executive officer and aid to three different Army Generals. Following his military service, Merritt started at FEMA as a Program Assistant to the Director in the agency's recovery division. There he learned the intricacies of recovery programs and served as recovery representative to the White House. He was promoted to FEMA Deputy Chief of Staff and spearheaded the agency's first-ever team to review, reconcile, and close out past disaster recovery programs. In its first year the team returned more than \$2 billion in federal assistance to the U.S. Treasury.

Disaster Recovery Experience

- Over 30 years

Areas of Expertise

- FEMA Technical Assistance
- Private Public Partnerships
- FEMA Appeals
- FEMA Legislation

Education

- West Point Military Academy

AshBritt Experience – 2016 - Present

- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – Florida, Georgia, South Carolina**
ROW collection and disposal and Hazardous Tree Removal.

DCMC Partners

- **Co-Founder**
Consulting in private and public sectors.

Witt O'Brien

- **Sr. Vice President of Recovery Division**
Under his leadership, his team managed and implemented more than \$20 billion in federal reimbursement, including \$17 billion in FEMA Public Assistance and \$3.5 billion in FEMA Hazard Mitigation Grant Program funding.
 - Hurricane Katrina – Louisiana
 - 9/11 - NY/NJ Port Authority
 - Tornado - Joplin, MO

Witt Associates

- **Founder**
Responsible for managing all disaster management aspects of the company. He also oversaw a team of more than 70 full-time employees, including recovery and mitigation experts, engineers, business development staff, and project managers

Federal Emergency Management Agency

- **Program Assistant to the Director in Recovery Division**
He was promoted to FEMA Deputy Chief of Staff and spearheaded the agency's first-ever team to review, reconcile, and close out past disaster recovery programs. In its first year the team returned more than \$2 billion in federal assistance to the U.S. Treasury



Barry Scanlon
FEMA Technical Consultant

Overview:

Barry W. Scanlon is co-founder at DCMC Partners, a strategic management consulting firm that builds on its founders' decades of leadership in the private and public sectors. DCMC provides consulting and partnership development services to the private sector, governments, and non-profit clients. Prior to DCMC, Scanlon was co-founder and partner at Witt O'Brien's, where he served as Senior Vice President of Business Development and Government Relations. His organization managed all government and corporate sales, strategic partnerships, and relationships with executive-level private sector and government leaders. More importantly, he held a critical role in numerous avenues related to their disaster consulting. Under his leadership, business grew from start-up in 2001 to \$80 million in 2013 with industry-leading margins and record client satisfaction. Mr. Scanlon had an intricate role with disaster consulting and monitoring contracts with the State of Louisiana in the aftermath Hurricane Katrina, the New York/New Jersey Port Authority after 9/11, the City of Joplin following the devastating 2011 tornado, and the State of Indiana after the 2011 State Fair stage collapse. Prior to his role of Sr. VP at Witt O'Brien's, Scanlon led the government relations consulting practice as President of Witt Associates. Under Scanlon's leadership, Witt Associates built niche markets and was one of the first companies to create an industry around post-disaster financial recovery. His experience building an industry-leading crisis management company has given him personal understanding of how to manage and assist jurisdictions with the technical assistance guidance needed after major disasters. Prior to his leadership at Witt Associates, Scanlon was appointed as Director of Corporate Affairs for the Federal Emergency Management Agency by President William J. Clinton. At FEMA, he created, developed, and implemented Project Impact, a \$100 million joint public-private sector initiative focused on building resilient communities.

Disaster Recovery Experience

- Over 30 years

Areas of Expertise

- FEMA Technical Assistance
- Private Public Partnerships
- FEMA Appeals
- FEMA Legislation

Education

- George Washington University – Bachelors in Political Science

AshBritt Experience – 2016 - Present

- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – Florida, Georgia, South Carolina**
ROW collection and disposal and Hazardous Tree Removal.

DCMC Partners

- **Co-Founder**
Consulting in private and public sectors. DCMC provides consulting and partnership development services to the private sector, governments, and non-profit clients.

Witt O'Brien

- **Sr. Vice President of Business Development and Government Relations**
He managed all government and corporate sales, strategic partnerships, and relationships with executive-level private sector and government leaders
 - Hurricane Katrina – Louisiana
 - 9/11 - NY/NJ Port Authority
 - Tornado - Joplin, MO

Witt Associates

- **President**
Responsible for development of mergers and acquisitions opportunities.

Federal Emergency Management Agency

- **Director of Corporate Affairs – Clinton Administration**
Responsible for \$100 million-dollar joint public-private sector initiative focused on building resilient communities.



Jason Santiago
QC Supervisor

Overview:

Mr. Santiago is a key member of a rapid-response team with over 15 years of experience. He deploys to manage disaster recovery operations for assigned project client area. Mr. Santiago is the primary liaison with the client and conducts debris field surveys, facilitates and communicates progress reports, assists client with media briefings and manages disaster recovery operations. He directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. Mr. Santiago may also assume responsibility of the operational implementation of DMS plans, supervise site management, debris separation, and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream. He arranges for recycling of appropriate debris materials as per the mission or task-specific plans in the planning and operational phases. He ensures adherence to work rules, safety and environmental monitoring guidelines, supervises the loading of reduced debris for transportation to final disposal, ensures debris haul trucks are loaded within state DOT weight limits, and conducts site closures.

Disaster Recovery Experience

- 14 Years

Areas of Expertise

- DMS Operations
- Project Management
- Recycling
- Quality Control

Training & Certifications

- FEMA IS 10, 15b, 100, and 700.
- Flagger/Worker zone Safety Certification
- USACE CQCM

Education

- Flanagan Highschool, FL

Select AshBritt Experience: Since 2001

Mr. Santiago served as the Project Manager, Operations Manager, Quality Control Manager, DMS Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Michael – Oct. 2018 – Gulf County and Leon County, FL**
Emergency Push, ROW collection and disposal, hazardous tree and stump removal
- **Hurricane Irma, Sept. 2017 – Collier County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, generator service.
- **Hurricane Harvey, Aug. 2017 – Victoria County & City, TX**
ROW collection and disposal, generator services, shelter services.
- **Hurricane Matthew, (DR-4284) Oct. 2016 – Chatham County, GA**
ROW collection and disposal and Hazardous Tree Removal.
- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct 2012 - NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4024-28-34), 2011 – VA, CT, MA**
DMS management, collection, and disposal.
- **Atlantic Snowstorm, 2010 – Montgomery County, MD**
Snow removal operations.
- **Hurricane Ike (DR-1791), Sept 2008 – Hardin County, TX**
Debris removal, collection, and disposal.
- **Hurricane Katrina (DR-1604), Aug 2005 – MS**
ROW debris removal, DMS site management, and hazardous tree removal.
- **Hurricane Katrina (DR-1604), July 2006 – Plantation, FL**
Debris collection, DMS site management, and disposal.
- **Hurricane Charley (DR-1539), 2004 – Charlotte County, FL**
ROW debris removal, DMS site management, and hazardous tree mitigation.



Bob Hewett
Operations Supervisor

Overview:

Mr. Hewett is a key member of a rapid-response team with over 15 years of experience. He deploys to manage disaster recovery operations for assigned project client area. Mr. Hewett is the primary liaison with the client and conducts debris field surveys, facilitates and communicates progress reports, assists client with media briefings and manages disaster recovery operations. He directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. Mr. Hewett may also assume responsibility of the operational implementation of TDSR plans, supervise site management, debris separation, and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream.

Disaster Recovery Experience

- 13 Years

Areas of Expertise

- Project Management
- Quality Control

Training & Certifications

- USACE CQCM for Contractors
- 40 Hr. HAZWOPER
- 8 Hr. HAZWOPER Refresher
- 8 Hr. HAZWOPER Supervisor

Select AshBritt Experience: Since 2004

Mr. Hewett served as the Project Manager, Quality Control Manager, DMS Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Michael – Oct. 2018 – Panhandle, FL, USACE**
Road Clearance, ROW and Waterway collection and disposal, and hazardous trees
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire - 2017 - USACE - CA**
Private property fire debris removal, erosion control, air monitoring, and disposal.
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Tornado, 2011 – Fayetteville, NC**
Debris collection, removal, and disposal.
- **Tornado, 2011 – Tuscaloosa, AL**
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Hurricane Irene (DR-4024-28-34), 2011 – CT, MA**
DMS management, collection, and disposal.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Ike (DR-1791), Sept. 2008 – Houston, TX**
Debris removal, building restoration, and ancillary services.
- **Ice Storm, 2008 – Springfield, MO**
- **Hurricane Dolly (DR-1780), July 2008 - TX**
Debris removal and supplied water relocation equipment.
- **Snowstorm, 2006 – Buffalo, NY**
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 – Hattiesburg, MS**
Debris removal and multiple ancillary services, 21.5 million cubic yards of debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 – Multiple Jurisdictions in FL**
ROW debris removal, DMS site management, debris recycling, and disposal.



James Sellers
Operations Supervisor

Overview:

Mr. Sellers is a key member of a rapid-response team with over 17 years of experience. He deploys to manage disaster recovery operations for assigned project client area. Mr. Sellers is the primary liaison with the client and conducts debris field surveys, facilitates and communicates progress reports, assists client with media briefings and manages disaster recovery operations. He directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. Mr. Sellers may also assume responsibility of the operational implementation of TDSR plans, supervise site management, debris separation, and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream.

Disaster Recovery Experience

- 18 Years

Areas of Expertise

- Project Management
- Quality Control

Training & Certifications

- Survival, Evasion, Resistance, and Escape (SERE) Anti-Terrorism School
- Anti-Terrorism Instructor School
- Military Police Pre-service School
- Non-Lethal Individual Weapons Instructor School
- Military Police Officer Basic School
- The Basic School
- Officer Candidate School
- Marine Security Guard School
- Aviation Support Equipment Technician School

Education

- BS Psychology - Texas A&M

Select AshBritt Experience: Since 2014

Mr. Sellers served as the Project Manager, Quality Control Manager, DMS Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire - 2017 - USACE - CA**
Private property fire debris removal, erosion control, air monitoring, and disposal.
- **Hurricane Irma, Sept. 2017 – Charleston County, SC & Chatham County, GA**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Pasadena, TX**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Blue Cut Fire, August 2016 – San Bernardino County, CA**
Provided mobile showers, toilets, and other ancillary services
- **Soberanes Fire, August 2016 – Monterey County, CA**
ROW debris removal for hazardous fire-damaged trees.
- **Winter Storm Jonas, Jan 2016 – Rockville, MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Sumter, SC**
Park and ROW debris removal, management, and disposal.

Military Service

- 07/12-12/14: Lieutenant Colonel, Operations Chief, Joint Administrations Directorate, USSOUTHCOM, Miami, Florida.
- 05/09-07/12: Major/Lieutenant Colonel, Administration Officer, Office of Legislative Affairs, Pentagon, Washington, D.C.
- 02/07-04/09: Major, Adjutant, Headquarters 4th Marine Aircraft Wing, New Orleans, Louisiana.
- 07/06-01/07: Major, United Nations Military Observer in Liberia.
- 12/05-06/06: Captain, Staff Officer, Manpower and Reserve Affairs, HQMC, Marsh Center, Quantico, Virginia.
- 06/05-12/05: Captain, Officer in Charge, Military Police Detachment, New River Air Station, North Carolina.
- 12/02-04/05: Captain, Officer In Charge Military Police Section, Marine Wing Support Squadron 472. Deployed to Iraq as part of OIF 2-II.



Danny Sides
Operations Supervisor

Overview:

Mr. Sides is one of AshBritt's Quality Control/Project Managers. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety.

Disaster Recovery Experience

- 8 Years

Areas of Expertise

- Project Management
- Quality Control
- Operations

Training & Certifications

- FEMA IS 100b, 100fda, 100hwa, 100hcb, 100he, 100leb, 100pwb, 100swa, 200b, 200hca, 632a, 700a, 701a, 702a, 703a, 704, 706, 800b
- 40 Hour HAZWOPER
- Certified Building Contractor – NC

Education

- Bachelors of Science, Operations Management – Auburn University

Select AshBritt Experience: Since 2010

Mr. Sides served as the Project Manager, Operations Supervisor or Quality Control Manager for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Michael – Oct. 2018 – FDEP**
Waterway Debris Removal
- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – 2017 – USACE – CA**
Private property fire debris removal, erosion control, air monitoring, and disposal.
- **Hurricane Harvey, Aug. 2017 – Fort Bend County, TX**
ROW collection and disposal, HHW, shelter services, sand removal.
- **Hurricane Matthew, (DR-4283) Oct. 2016 – Volusia County, FL**
ROW collection and disposal and Hazardous Tree Removal.
- **Valley Fire (DR-4240), Dec 2015 – Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Winter Storm Nemo, Feb 2013 – State of MA**
Emergency roadway clearance of snow.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – Berkley, Toms River, Ocean County, NJ, State of CT**
Vessel removal and management, ROW collection, and DMS Management.
- **Tropical Storm Debby, July 2012**
Collection of C&D demolition debris from ROW to final disposal.
- **Hurricane Irene (DR-4024), 2011 – State of VA**
Debris collection, removal, and disposal.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – CT**
ROW, DMS Management, and multiple other debris services.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay & Gulf County, FL**
Mobilization, staging, and deployment of 11,000 linear ft. of deflection boom.

Build & Sell, Inc., Summerfield, NC – 2008 - Present

■ **Manager**

Licensed General Contractor responsible for complete project management of residential and commercial construction projects. Responsibilities include sales, marketing, quoting, educating clients about construction requirements and spray foam insulation, client interfacing to determining design specifications, hiring and coordination of subcontractors, safety monitoring/enforcement, primary contact working with local building inspectors to ensure quality control, code compliance, design accuracy, providing technical support. Experience with metal and wood framing. Completed over 50 roofing projects ranging from membrane, asphalt, and metal roofing. Projects include new roofs, re-roofing, repairs, and emergency tarping. Responsible for managing multiple crews on projects.

Allen Tate/Prudential Carolinas, Greensboro, NC – 2002- 2012

■ **Broker**

Realtor/Broker responsible for building and servicing a customer base of residential home buyers and sellers. Perform property analysis, interview prospective clients, accompany clients to property sites, discuss conditions of sale, develop marketing and draw up and negotiate real estate contracts.



Andy Rudd
Operations Supervisor

Overview:

Mr. Rudd is one of AshBritt's Quality Control/Project Managers. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety.

Disaster Experience

- 7 Years

Areas of Expertise

- Project Management
- Quality Control
- Operations

Training & Certifications

- FEMAIS:1,3,5,7,8,10a,11,15,16,18,10,18,13,19,10,19,13,20,13,21,13,22,26,27,31,31,10,33,10,35,10,55,100,100H,100FDA,100FWA,100LEA,100HE,100SCA,102,111,120,130,139,197,197,200HC,200a,208,230,235,240,242,244,250,253,271,279,288,292,293,301,302,324,324a,331,340,346,362,366,386,393,394,395,403,520,522,546,546a,547,548,551,552,630,631,632,650,700,701,702,702a,703,704,706,775,800b,801,802,803,804,805,807,808,809,810,811,812,813,814,820,821,836,860a,870,890,901,1900

Education

- Bachelors of Science, Operations Management – Auburn University

Select AshBritt Experience: Since 2012

Mr. Rudd served as the Project Manager, Operations Supervisor or Quality Control Manager for all of the disaster recovery and debris removal projects listed below:

- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire - 2017 - USACE - CA**
Private property fire debris removal, erosion control, air monitoring, and disposal.
- **Hurricane Irma, Sept. 2017 – St. Lucie County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Georgia Severe Winter Storm, 2017 – Atlanta, GA**
Snow removal, sand and salt spreading operation.
- **Valley Fire (DR-4240), Dec 2015 – Lake County, CA**
Hazardous tree felling and clean up of fire damage and destroyed trees.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), 2013 - NJDEP**
Waterway debris removal, vessel removal and management.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – Belmar, NJ**
Sand Screening, beach restoration, demolition of buildings.

Harbor Homes, Storm Shelter Division, 2012

■ Field Representative

Duties include sales of storm shelters to communities and individuals. Also tracking the manufacturing and delivery schedule, arranging transportation and servicing the unit after the sale.

O'Brien's Response Management - 2011

■ Operations Coordinator/Field Supervisor

Springfield Massachusetts, Disaster #1994 & Fayetteville NC, Disaster # 1969
Responsibilities included but not limited to organize and to synchronize the daily activities of Field Supervisors in the debris removal operations. Authorized project schedules and timelines of subcontractors to provide the required document for disaster expenditures.

Disaster, Strategies, and Ideas (DSI) - 2011

■ State Closeout Specialist – Sr. Federal Grants Specialist

Miami Florida, Disaster #1602 & 1609, Rhode Island Flood, Disaster #1894
Public Assistance duties were to conduct field examinations and perform a variety of tasks directed at the verifying cause, determining the extent, and estimating the repair/replacement cost of damage to personal, real, and business property that resulted from a catastrophe that was declared a disaster. Responsible for communicating with the public or by phone resolutions on delays or dilemmas that occur which may prevent disaster recovery. Collected audited and approved data for input into the Final Reconciliation Report database and submitting the data to FEMA for approval.

Metric Engineering – 2009 - 2010

■ Inspector/Debris Monitor

Authorized project schedules, and provided timelines for disaster expenditures, and tracking reimbursable costs. Responsible for monitoring removal of eligible storm-generated debris from various roads and issued the load tickets to subcontractors.



Ryan Beeghly
Operations Supervisor

Overview:

Ryan is a partner of Beeghly Tree Service LLC, involved with the financial management, logistics, marketing, and day-to-day operations of the company. Leads company field operational support in the execution of debris recovery operations for all scopes of work (ROW Collection, Hazardous Tree and Stump removal). Performs project management/quality control functions as part of the AshBritt CQC team.

Disaster Recovery Experience

- 12 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- ISA Certified Arborist
- Maryland Licensed Tree Expert
- PA Licensed Pesticide Applicator
- CPR & First Aid Certified
- MSHA 40-hour training certification
- FEMA Debris Management Certification
- USACE-Construction Quality Management for Contractors Certification
- Utility Line Clearance Certification in accordance with ANSI Z133.1

Education

- Somerset Area High School, Somerset, PA.

Select AshBritt Experience: Since 2002

Mr. Beeghly served as the Project Manager, Operations Manager, Quality Control Manager, Operations Supervisor, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Irma, Sept. 2017 – Multiple cities within Volusia County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, generator service.
- **Hurricane Matthew (DR-4283), 2016 – St. Johns County, FL**
ROW collection and disposal, Sand Screening, and Hazardous Tree Removal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Snowstorm, 2011 – Virginia DOT**
- **Tornado, 2011 – Fayetteville, NC**
Debris collection, removal, and disposal.
- **Tornado, 2011 – Tuscaloosa, AL**
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Hurricane Irene (DR-4024-28-34), 2011 – CT, MA**
DMS management, collection, and disposal.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Atlantic Snowstorm, 2010 – Alexandria, VA**
Snow removal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 – Houston, TX**
Debris removal, building restoration, and ancillary services.
- **Ice Storm, 2008 – Springfield, MO**
- **Hurricane Dolly (DR-1780), July 2008 - TX**
Debris removal and supplied water relocation equipment.
- **Snowstorm, 2006 – Buffalo, NY**
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 – Hattiesburg, MS**
Debris removal and multiple ancillary services, 21.5 million cubic yards of debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 – Multiple Jurisdictions in FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Rita, 2005 - Louisiana.**



Blake Beeghly
Operations Supervisor

Overview:

Blake is a partner of Beeghly Tree Service LLC, involved with the financial management, logistics, marketing, and day-to-day operations of the company. Leads company field operational support in the execution of debris recovery operations for all scopes of work (ROW Collection, Hazardous Tree and Stump removal). Performs project management/quality control functions as part of the AshBritt CQC team.

Disaster Recovery Experience

- 13 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- USACE-Construction Quality Management for Contractors Certification
- FEMA Debris Management Certification
- FEMA's Flood Mitigation Certification
- MSHA Mine Safety Certification

Education

- Somerset Area High School, Somerset, PA.

Select AshBritt Experience: Since 2002

Mr. Beeghly served as the Project Manager, Operations Manager, Quality Control Manager, Operations Supervisor, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Irma, Sept. 2017 – St. Johns County, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Victoria County, TX**
Emergency Push, ROW collection and disposal, generator service.
- **Hurricane Matthew (DR-4283), 2016 – St. John County, FL**
ROW collection and disposal, Sand Screening, and Hazardous Tree Removal.
- **Winter Storm Pax (DR-4165), Feb. 2014 – County/City of Sumter, SC**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Snowstorm, 2011 – Virginia DOT**
- **Tornado, 2011 – Fayetteville, NC**
Debris collection, removal, and disposal.
- **Tornado, 2011 – Tuscaloosa, AL**
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Hurricane Irene (DR-4024-28-34), 2011 – MA**
DMS management, collection, and disposal.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Atlantic Snowstorm, 2010 – Alexandria, VA**
Snow removal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 – Houston, TX**
Debris removal, building restoration, and ancillary services.
- **Ice Storm, 2008 – Springfield, MO**
- **Hurricane Dolly (DR-1780), July 2008 - TX**
Debris removal and supplied water relocation equipment.
- **Snowstorm, 2006 – Buffalo, NY**
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 – Hattiesburg, MS**
Debris removal and multiple ancillary services, 21.5 million cubic yards of debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 – Multiple Jurisdictions in FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Rita, 2005 - Louisiana.**



Fernando Neris
Operations Supervisor

Overview:

Mr. Neris is one of AshBritt's Quality Control/Project Managers. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety.

Disaster Recovery Experience

- 19 Years

Areas of Expertise

- Project Management
- Quality Control
- Operations

Training & Certifications

- USACE CQCM for Contractors
- Professional Engineer: State of Florida P.E. # 52042
- Certified General Contractor: State of Florida CGC1509136
- 40 Hour HAZWOPER
- Groundwater Modeling Workshop: University of Central Florida

Education

- Bachelor of Science in Environmental Engineering: University of Central Florida, 1991

Select AshBritt Experience: Since 2002

Mr. Neris served as the Project Manager, Operations Supervisor or Quality Control Manager for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Irma, Sept. 2017 – Orange County & City of Orlando, FL**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, Vac Truck, shelter services.
- **Hurricane Matthew (DR-4286), 2016 – Charleston & Colleton County, SC**
ROW collection and disposal and Hazardous Tree Removal.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), 2013 – NJDEP**
Waterway debris removal, vessel removal and management.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – Belmar, NJ**
Sand Screening, beach restoration, demolition of buildings.
- **Tornado, 2011 – Tuscaloosa, AL**
ROW, DMS Management, and multiple other debris services.
- **Hurricane Irene (DR-4034), 2011 – MA**
Emergency road clearance and road repair.
- **Hurricane Ike (DR-1791), Sept. 2008 – Orange County, TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Katrina (DR-1603), Aug. 2005 – Jackson & George County, MS**
Debris removal and multiple ancillary services to remove 21.5 million CY of debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 – Collier County**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Frances (DR-1545) & Jeanne (DR-1561), Sept. 2004 – Central FL**
ROW debris removal, DMS site management, hazardous tree mitigation.

Dorado Services, Inc., 1999 - Present

■ Chief Executive Officer

President and Chief Executive Officer of General Contracting and Environmental Engineering Services firm, responsible for all daily operations, financial management, business development, contract management, project management, and personnel management.

Gator Environmental, Inc. – 1996 - 2000

■ Director of Operations & Engineering, QA/QC Officer; Orlando, Florida

Mr. Neris was the primary point of contact with government agencies, private clients, prime contractors, subcontractors and suppliers on all project technical and financial matters.

Remediation Technologies, Inc. – 1994 - 1996

■ Project Director, QA/QC Officer; Daytona, Florida

Project Director on numerous environmental remediation projects responsible for the preparation and implementation of all environmental Remedial Action Plans (RAPs) and Contamination Assessment Reports (CARs).



Eric Davis
Operations Supervisor

Overview:

Mr. Davis is one of AshBritt's Quality Control/Project Managers. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety.

Disaster Recovery

Experience

- 20 Years

Areas of Expertise

- Project Management
- Quality Control
- Operations
- Arborist

Training & Certifications

- ISA Certified Arborist
- ISA Certified Master Arborist - NY0615A
- OH, Department of Agriculture Commercial Applicator (6A, CORE)
- Board Member, Ohio Chapter ISA, 2013-present
- Ohio Tree Care Conference, Commercial Chair - 2011-2013

Select AshBritt Experience: Since 2002

Mr. Davis served as the Project Manager, Operations Supervisor or Quality Control Manager for all of the disaster recovery and debris removal projects listed below:

- **Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire - 2017 - USACE - CA**
Private property fire debris removal, erosion control, air monitoring, and disposal.
- **Hurricane Irma, Sept. 2017 – Florida, Georgia, South Carolina**
ROW collection and disposal, Beach Clean up, and Hazardous Tree Removal.
- **Hurricane Harvey, Aug. 2017 – Texas**
ROW collection and disposal, HHW, MRE's, generator services, shelter services.
- **Hurricane Matthew (DR-4286), 2016 – Volusia County, FL**
ROW collection and disposal and Hazardous Tree Removal.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Marion County, SC & Augusta, GA** - Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NJ**
ROW collection, Sand Screening, beach restoration, demolition of buildings.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – MA**
ROW, DMS Management, and multiple other debris services.
- **Hurricane Irene (DR-4034), 2011 – MA**
Emergency road clearance and road repair.
- **Snowstorm, 2011 – Virginia DOT**
- **Tornado, 2011 – Fayetteville, NC**
Debris collection, removal, and disposal.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
ROW collection, DMS management, disposal, and hazardous tree mitigation.
- **Atlantic Snowstorm, 2010 – Alexandria, VA**
Snow removal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 – Houston, TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Dolly (DR-1780), July 2008 - Hidalgo County, TX**
Debris removal and supplied water relocation equipment.
- **Snowstorm, 2006 – Buffalo, NY**
- **Hurricane Katrina (DR-1603), Aug. 2005 – New Orleans & Hattiesburg, MS**
Debris removal and multiple ancillary services to remove 21.5 million CY of debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 - Collier County**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Frances (DR-1545) & Jeanne (DR-1561), Sept. 2004 – Central FL**
ROW debris removal, DMS site management, hazardous tree mitigation.

Tree Care Inc., 1998 - Present

■ **Chief Executive Officer**

Mr. Davis has become a Board-Certified Master Arborist in 2010. Currently less than 2% of the Arborists in the United States have received Board Certification. Eric is the Only Board-Certified Master Arborist in the Miami Valley and one of the first ten to receive this certification in the State of Ohio. There are currently less than 400 Board-Certified Master Arborists in the United States.

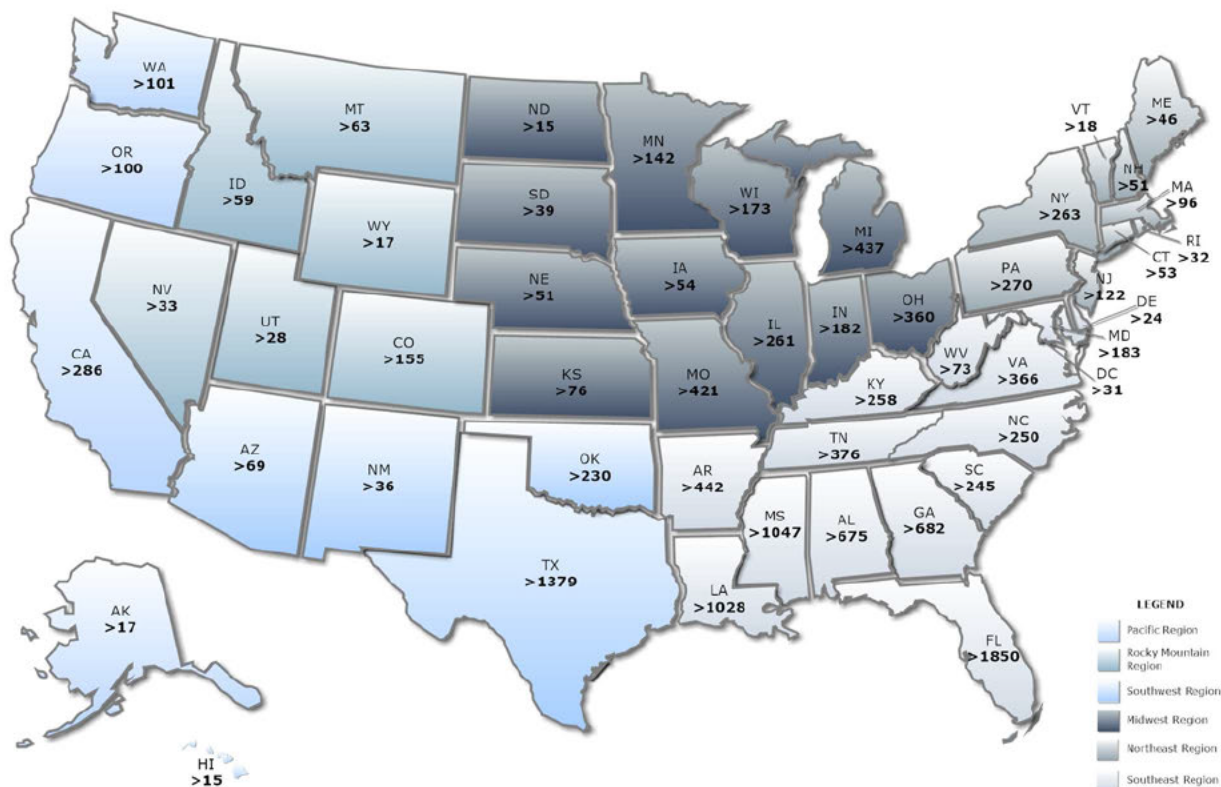
■ *Training & Certifications*

Below is a select list of training and certifications that AshBritt Key Personnel have.

- Federal Procurement Disaster Assistance Training
- 40 Hour HAZWOPER Certification
- HAZWOPER Supervisor
- Anti-terrorism Level I Awareness Training
- Broward County Tree Pruning License: B-179
- Certified Master Arborist/ Certified Arborist, Intl. Society of Arboriculture
- Cold Weather Injuries Certification
- Consequence Management - Disaster Course
- Construction Operating Membership Education Training
- Entry-Level Firefighter I – Part 1 & 2
- Ethics Training Workshop – Lead2Succeed
- First Aid, CPR, AED
- First-Responder Operations Level Training Cert
- FL-601 Preliminary Damage Assessment
- Florida Intermediate Work Zone Traffic Control
- G-191 - Incident Command System/Emergency Operations Center (ICS/EOC) Interface
- Hot Weather Injuries Certification
- IS-00005.A - An Intro to Hazardous Materials
- IS-00007 - A Citizen's Guide to Disaster Assistance
- IS-00008.A - Building for the Earthquakes of Tomorrow
- IS-00022 - Are You Ready? Guide to Preparedness
- IS-00055 - Household Hazardous Materials, a Guide for Citizens
- IS-00100 -Intro to the Incident Command System
- IS-00200 - ICS for Single Resources and Initial Action Incidents
- IS-00230 - Principles of Emergency Management
- IS-00230.d - Fundamentals of Emergency Management
- IS-00240 - Leadership & Influence
- IS-00242 - Effective Communication
- IS-00253 - Coordinating Environmental & Historic Preservation Compliance
- IS-00292 - Disaster Basics
- IS-00301 - Radiological Emergency Response
- IS-00324 - Community Hurricane Preparedness
- IS-00340 - Hazardous Materials Prevention
- IS-00393.A - Introduction to Hazard Mitigation
- IS-00630 Intro to the Public Assistance Process
- IS-00631 Public Assistance Operation I
- IS-00634 Introduction to FEMA's Public Assistance Program
- IS-00700 – National Incident Management System (NIMS), An Introduction
- IS-00772 IA PDA Orientation Individual Assistance Pre-Damage Assessment
- IS-00800 National Response Plan (NRP) an Introduction
- IS-00800.B – National Response Framework, an Introduction
- IS-00801 - Emergency Support Function (ESF) #1 Transportation
- IS-00802 - Emergency Support Function (ESF) #2 Communications
- IS-00803 - Emergency Support Function (ESF) #3 Public Works and Engineering
- IS-00804 - Emergency Support Function (ESF) #4 Firefighting
- IS-00805 - Emergency Support Function (ESF) #5 Emergency Management
- IS-00806 - Emergency Support Function (ESF) #6 Mass Care Emergency Assistance, Housing Human Service
- IS-00807 - Emergency Support Function (ESF) #7 Logistics Management and Resource Su
- IS-00808 - Emergency Support Function (ESF) #8 Public Health and Medical Services
- IS-00809 - Emergency Support Function (ESF) #9 Search and Rescue
- IS-00810 - Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- IS-00811 - Emergency Support Function (ESF) #11 Agriculture and Natural Resources
- IS-00812 - Emergency Support Function (ESF) #2 Energy
- IS-00813 - Emergency Support Function (ESF) #13 Public Safety and Security
- IS-00821 - Critical Infrastructure and Key Resources Support Annex
- IS-01900 - National Disaster Medical System Federal Coordinating Center Operations
- Joint Humanitarian Operations Course
- Local Volunteer and Donations Management
- FL-606 Env. & Historic Preservation Training
- Management of Spontaneous Volunteers in Disasters
- OSHA 10 HR Construction Industry Safety
- OSHA Hazardous Waste Operations and Emerger Response 8 Hour Refresher Supervisor Safety
- USACE - Jacksonville District – Safety Conference Training Courses
- USACE-Construction Quality Management for Contractors - #784

■ Subcontractor Requirements/Plan

AshBritt has thousands of registered recovery-related subcontractors and vendors nationwide, with over 260 in the State of New York.



Subcontractor participation in disaster recovery missions is instrumental to the success of any project. It is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by the prime contractor. AshBritt takes affirmative steps to assure that Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) are used whenever possible in accordance with the FEMA *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* (#6) and 2 CFR 215.44b. AshBritt also adheres to the Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations.

These next sections elaborate upon how we will comply with these laws and regulations. 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 to substantiate this, as identified below in our Small Business Goal Achievement section. Owing to our long history, we have experience in managing partnerships and joint ventures with both small and large companies throughout complex disaster recovery projects. We pride ourselves on understanding our role as a professional stakeholder within these relationships, and we stay committed to 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 confer with local subcontractors. It benefits 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 the 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 will be consistently updated.

APPENDIX D

NASSAU COUNTY CONTRACT REDACTION POLICY

APPENDIX EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (a) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (b) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (c) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (d) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (e) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (f) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the

contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

- (g) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (h) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (i) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (j) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX F
COUNTY OF NASSAU CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S
DISCLOSURE FORMS

APPENDIX G
BUSINESS HISTORY FORM

APPENDIX H
PRINCIPAL QUESTIONNAIRE FORMS

APPENDIX I

BYRD ANTI-LOBBYING CERTIFICATION

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] AshBritt, Inc. certifies, to the best of his or her knowledge, that:

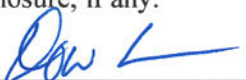
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

2. 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 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [Company] AshBritt, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dow Knight, Senior Vice President
Name and Title of Contractor's Authorized Official

10/20/2020
Date

APPENDIX J

FEDERAL CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT CONTRACT CLAUSES

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the New York State Department of Environmental Conservation and understands and agrees that the New York State Department of Environmental Conservation will, in turn, report each violation as required to assure notification to the County of Nassau, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the New York State Department of Environmental Conservation and understands and agrees that the New York State Department of Environmental Conservation will, in turn, report each violation as required to assure notification to the County of Nassau, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

APPENDIX L
CERTIFICATE OF COMPLIANCE

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Brittany Perkins Castillo (Name)
565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 (Address)
(954) 725-6992 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

AshBritt has not been found in violation of labor code violations; however, in 2018

two liens were assessed on AshBritt for failure of a subcontractor to make wage payments.

Final claims as to AshBritt amount to less than \$7,500.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ✓ has has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

On February 11, 2019, AshBritt was cited by the California Department of Industrial Relations for an allegedly inadequate injury and heat illness prevention program. Proposed citation penalties were \$200.00 and \$300.00, respectively. The first was withdrawn, and the second reduced to a notice in lieu of citation.

Subsequent to the 2018 Northern California wildfire clean-up, an AshBritt subcontractor, ABC Landscaping & Excavation, Inc. ("ABC"), was charged with failing to pay proper wages and benefits to its employees. Approximately 17 employees filed claims with the California Department of Industrial Relations, Labor Commissioner's Office, including alleging AshBritt was responsible as a co- or joint employer. AshBritt takes such claims very seriously and immediately worked to address any issues. AshBritt has not found to be a joint employer; however, two of the seventeen claims were assessed against AshBritt as the contract holder. Final claims as to AshBritt amount to less than \$7,500.

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

B. Hany P. Castillo

Dated 06/10/2020

Signature of Chief Executive Officer

Brittany Perkins Castillo

Name of Chief Executive Officer

Sworn to before me this

10th day of June, 20 .

Jacqueline Ryan
Notary Public



Jacqueline Ryan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG321219
Expires 4/8/2023

APPENDIX P
LOBBYIST REGISTRATION AND DISCLOSURE FORM

APPENDIX Q
POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Ashbritt, Inc.

CONTRACTOR ADDRESS: 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

FEDERAL TAX ID #: 650364711

Instructions: Please check the appropriate box (“☒”) after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on May 15, 2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and NYS Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on June 15, 2020 [date]. Six (6) [state #] proposals were received and evaluated. The evaluation committee consisted of: Sean Sallie, Deputy Commissioner Public Works;
Richard Iadevaio, Superintendent of Highway and Drainage Construction; Christopher Fedeles, Assistant Superintendent of Highways
Saji Varughese, Project Manager II (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☒ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☒ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☒ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Roseann Dalleva

Department Head Signature

04/13/21

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Dow Knight [DOW@ASHBRITT.COM]

Dated: 07/15/2021 04:41:05 PM

Vendor: AshBritt, Inc.

Title: Senior Vice President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

At one time, Bolton St Johns, located at 146 State Street, Albany NY 12207 conducted lobbying activity for procurement representation on behalf of AshBritt, Inc. However, we are no longer using their services.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Dow Knight [DKNIGHT@ASHBRITT.COM]

Dated: 07/18/2021 04:17:09 PM

Vendor: AshBritt, Inc.

Title: Senior Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brittany Perkins Castillo
Date of birth: 1/1/1980
Home address: 1234 Main St.
City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33441
Country: US

Business Address: 565 E. Hillsboro Blvd.
City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33441
Country: US
Telephone: (954) 7256992

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>02/01/2016</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>02/02/2015</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

AshBritt Foundation

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
 YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
 YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

The jurisdictions that discontinued using Ashbritt for alleged failure to provide adequate equipment or manpower subsequent to Hurricane Irma in September 2017 all contended service was not timely post storm. AshBritt disagreed with these determinations given the provisions of the applicable contracts versus the levels of equipment demanded immediately by these jurisdictions. Also, it should be noted that one jurisdiction thereafter put the contract in abeyance to allow certain municipalities within the jurisdiction to use the AshBritt contract to piggy-back for subsequent year storm clean-ups.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Brittany Perkins Castillo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brittany Perkins Castillo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brittany Perkins Castillo [BRITTANY@ASHBRITT.COM]

President/CEO

Title

07/15/2021 05:14:02 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christina Demidio
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 565 E Hillsboro Blvd
City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33441
Country: US
Telephone: 9547256992

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u>03/14/2019</u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

The jurisdictions that discontinued using Ashbritt for alleged failure to provide adequate equipment or manpower subsequent to Hurricane Irma in September 2017 all contended service was not timely post storm. AshBritt disagreed with these determinations given the provisions of the applicable contracts versus the levels of equipment demanded immediately by these jurisdictions. Also, it should be noted that one jurisdiction thereafter put the contract in abeyance to allow certain municipalities within the jurisdiction to use the AshBritt contract to piggy-back for subsequent year storm clean-ups.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Christina Demidio , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christina Demidio , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Christina Demidio [CDEMIDIO@ASHBRITT.COM]

Treasurer

Title

07/16/2021 03:52:23 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Charles "Dow" Knight
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 565 E. Hillsboro Blvd.
City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33441
Country: US
Telephone: 9547256992

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u>03/14/2019</u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u>11/01/2007</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

The jurisdictions that discontinued using Ashbritt for alleged failure to provide adequate equipment or manpower subsequent to Hurricane Irma in September 2017 all contended service was not timely post storm. AshBritt disagreed with these determinations given the provisions of the applicable contracts versus the levels of equipment demanded immediately by these jurisdictions. Also, it should be noted that one jurisdiction thereafter put the contract in abeyance to allow certain municipalities within the jurisdiction to use the AshBritt contract to piggy-back for subsequent year storm clean-ups.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Dow Knight , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dow Knight , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dow Knight [DOW@ASHBRITT.COM]

Senior Vice President

Title

07/19/2021 05:31:13 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Elliot Melamed
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 12466 W. Atlantic Blvd.
City: Coral Springs State/Province/Territory: FL Zip/Postal Code: 33071
Country: US
Telephone: 954 757 3333

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

Type	Description	Start Date
Other	Board Officer - Vice Chair	10/28/1992

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
 YES ☒ NO ☐ If Yes, provide details.
 Shareholder - Melamed & Karp, P.A.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
 YES ☐ NO ☒ If Yes, provide details.
- NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.
7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
 YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.
 Yes, as it relates to my Vice-Chair Position of AshBritt. The jurisdictions that discontinued using Ashbritt for alleged failure to provide adequate equipment or manpower subsequent to Hurricane Irma in September 2017 all contended service was not timely post storm. AshBritt disagreed with these determinations given the provisions of the applicable contracts versus the levels of equipment demanded immediately by these jurisdictions. Also, it should be noted that one jurisdiction thereafter put the contract in abeyance to allow certain municipalities within the jurisdiction to use the AshBritt contract to piggy-back for subsequent year storm clean-ups.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

-
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

-
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

-
12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

-
13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Elliot Melamed , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elliot Melamed , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Elliot Melamed [EMELAMED@MKCPA.NET]

Board Officer - Vice Chair

Title

07/16/2021 02:40:59 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Randal Perkins
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 565 E. Hillsboro Blvd.
City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33341
Country: US
Telephone: 9547256992

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>05/09/2006</u>	Treasurer	<u>05/09/2006</u>
Chairman of Board	<u>05/03/2017</u>	Shareholder	<u>10/28/1992</u>
Chief Exec. Officer	<u>05/09/2006</u>	Secretary	<u>10/28/1992</u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u>05/30/2000</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I am the controlling and major shareholder of AshBritt, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I own Hillsboro 56 LLC which leases office space to AshBritt, Inc.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I am a board officer for AshBritt Foundation.

See attached for a list of companies. However, none of these firms will take part in the performance of this contract.

1 File(s) Uploaded: Entities 7-22-21.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

The jurisdictions that discontinued using Ashbritt for alleged failure to provide adequate equipment or manpower subsequent to Hurricane Irma in September 2017 all contended service was not timely post storm. AshBritt disagreed with these determinations given the provisions of the applicable contracts versus the levels of equipment demanded immediately by these jurisdictions. Also, it should be noted that one jurisdiction thereafter put the contract in abeyance to allow certain municipalities within the jurisdiction to use the AshBritt contract to piggy-back for subsequent year storm clean-ups.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Randal Perkins , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Randal Perkins , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Randal Perkins [RANDY.PERKINS@ASHBRITT.COM]

Chairman

Title

07/23/2021 02:50:05 PM

Date

Type	Entity Name	Address Line 1	Address Line 2	City	State	Zip Code	Telephone Number	Title
LLC - Partnership	ABFD3 LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	AB&H Construction LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
S-Corp	AshBritt Pacific Inc	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Secretary
LLC -Partnership	Hillsboro 56 LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
Limited Partnership	Karunnaa LLLP	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Partner
LLC - Partnership	Marathon II LLC	14505 Commerce Way	Suite 500	Miami Lakes	FL	33016	954-410-9067	Member
LLC - Partnership	Marathon RT LLC	14505 Commerce Way	Suite 500	Miami Lakes	FL	33016	954-410-9067	Member
LLC -Partnership	RP Capital Investments LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
Single Member LLC	Southeast Equipment Leasing LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/22/2021

1) Proposer's Legal Name: AshBritt, Inc

2) Address of Place of Business: 565 E. Hillsboro Blvd.

City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33441

Country: US

3) Mailing Address (if different): Same as above

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 848970893

5) Federal I.D. Number: 65-0364711

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

AB&H Construction LLC
75% owned by AshBritt, Inc.
25% owned by Hamvis Properties, Inc.

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

AB&H Construction LLC
75% owned by AshBritt, Inc.
25% owned by Hamvis Properties, Inc.
ABFD 3 LLC is an entity wholly owned by AshBritt, Inc.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
 YES ☒ NO ☐ If yes, please provide details:
 AshBritt, Inc. is not a subsidiary of or controlled by any other business.
 See attached list of other affiliated entities. However, none of these firms will take part in the performance of this contract.
- 1 File(s) Uploaded: Entities 7-22-21.pdf
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
 YES ☒ NO ☐ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
 AshBritt has never had a bond or surety cancelled or forfeited, or a contract with Nassau County terminated. See attached document for additional information.
- 1 File(s) Uploaded: Business History Form - Supplemental Response to Question 10_07.15.2021.docx
- 11) Has the proposer, during the past seven years, been declared bankrupt?
 YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
 YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
 YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
 See attached for additional information.
- 1 File(s) Uploaded: Business History Form - Supplemental Response to Question 13_07.15.2021.docx
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
 a) Any felony charge pending?
 YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Subsequent to the 2018 Northern California wildfire clean-up, an AshBritt subcontractor, ABC Landscaping & Excavation, Inc. ("ABC"), was charged with failing to pay proper wages and benefits to its employees. Approximately 17 employees filed claims with the California Department of Industrial Relations, Labor Commissioner's Office, including alleging AshBritt was responsible as a co- or joint employer. AshBritt takes such claims very seriously and immediately worked to address any issues. All such claims as to AshBritt were resolved, save two which remain pending for a total amount less than \$7,500.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

This would immediately be conveyed to the county, should it ever occur.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

10/28/1992

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Randal Perkins 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

Board of Directors

Randal Perkins, Chairman ? 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Brittany Perkins Castillo, Secretary ? 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Elliot Melamed, Vice Chair ? 12466 W Atlantic Blvd, Coral Springs, FL 33071

Corporate Officers

Randal Perkins, Chairman ? 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Brittany Perkins Castillo , President / CEO - 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Christina Demidio, Treasurer - 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

FL

v) The number of employees in the firm;

29

vi) Annual revenue of firm;

41000000

vii) Summary of relevant accomplishments

See response to RFP

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

28

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Originally founded as a landscape company, AshBritt's first disaster response was in support of Hurricane Andrew in 1992. Since then, AshBritt has managed and performed more than 400 disaster recovery projects and 31 special environmental projects across the United States since our inception in 1992. We have been directly involved in the disaster recovery efforts of over 60 federally declared disasters in 20 states. AshBritt is one of only two firms to have been a part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). We look forward to serving as your debris removal contractor.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Collier County, FL		
Contact Person	Dan Rodriguez		
Address	3339 Tamiami Trail East, Suite 302		
City	Naples	State/Province/Territory	FL
Country	US		
Telephone	(239) 252-8330		
Fax #			
E-Mail Address	dan.rodriguez@colliercountyfl.gov		

Company	Chatham County, GA		
Contact Person	Marc Ginsberg		
Address	7726 Varnedoe Drive		
City	Savannah	State/Province/Territory	GA
Country	US		
Telephone	(923) 652-6867		
Fax #			

E-Mail Address mbginsbe@chathamcounty.org

Company Victoria County, TX

Contact Person Rick McBrayer

Address 205 N. Bridge St

City Victoria

State/Province/Territory TX

Country US

Telephone (361) 485-3534

Fax # _____

E-Mail Address mcbayer@victoriatx.org

I, Dow Knight , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dow Knight , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: AshBritt, Inc.

Electronically signed and certified at the date and time indicated by:
Dow Knight [DOW@ASHBRITT.COM]

Senior Vice President
Title

07/22/2021 10:19:51 AM
Date

AshBritt Supplemental Response to Question 10.

In the aftermath of the three (3) most devastating Atlantic hurricanes in recorded history almost simultaneously striking the US in a one (1) month period in August and September 2017, namely Harvey, Irma and Maria, affecting Texas; nearly every county in Florida; numerous counties in Georgia and South Carolina; devastating Puerto Rico and the US Virgin Islands; there was an unprecedented demand and drain of subcontractor resources across the debris contractor industry. During this period, a few clients in Florida believed that AshBritt was delayed to timely perform and provide service, and a few initiated contract termination. These limited situations involved largely circumstances where AshBritt was one of several qualified vendors, many of whom did not perform at all, and the speed of AshBritt's service or the number of trucks or resources AshBritt made available to service those areas was not sufficient to the client, regardless of contract language and the amount actually provided. AshBritt disagrees and is contesting these positions where applicable. AshBritt continues to actively work with these and other jurisdictions to plan for response and debris removal in the future. In all cases, AshBritt believes it properly performed as contractually required.

Per email from Joe Cuomo of Nassau: Have them provide a list of contracts terminated for cause (BHF and PQs).

AshBritt's updated response 07/15/2021

The jurisdictions that discontinued using Ashbritt for alleged failure to provide adequate equipment or manpower subsequent to Hurricane Irma in September 2017 all contended service was not timely post storm. AshBritt disagreed with these determinations given the provisions of the applicable contracts versus the levels of equipment demanded immediately by these jurisdictions. Also, it should be noted that one jurisdiction thereafter put the contract in abeyance to allow certain municipalities within the jurisdiction to use the AshBritt contract to piggy-back for subsequent year storm clean-ups.

AshBritt Supplemental Response to Question 13.

We have had a handful of investigations by the Department of Labor, all of which were concluded with no findings of wrongdoing /none led to a violation. We have also had an investigation by California OSHA, also with no finding of wrongdoing. Finally, AshBritt, along with multiple disaster services contractors, received an investigative subpoena from the Florida Attorney General. That matter also concluded with no finding of wrongdoing.

In January 2018, AshBritt received one citation from the California State Licensing Board ("CSLB") for subcontracting with a company that did not have the proper contractor's license. AshBritt had over 55 subcontractors on the project, and this was the one incidence where the contractor did not have the correct license. AshBritt immediately discharged that one subcontractor, and appealed the citation and a settlement was reached with the CSLB. Under Business and Professions Code Section 125.9(b)(4), payment of a fine is not an admission of guilt.

On June 13, 2018, in connection with California wildfire clean-up, AshBritt was cited by the California Department of Industrial Relations, Division of Occupational Safety and Health, for the alleged failure to provide adequate on-site toilet and hand washing facilities, and a written respiratory protection program. Proposed citation penalties totaled \$2,100.00. The citations were settled without any finding or admission of wrongdoing.

On February 11, 2019, AshBritt was cited by the California Department of Industrial Relations for an allegedly inadequate injury and heat illness prevention program. Proposed citation penalties were \$200.00 and \$300.00, respectively. The first was withdrawn, and the second reduced to a notice in lieu of citation.

Per email from Joe Cuomo of Nassau: For BHF Q13 have them provide a list of all DOL investigations, details of the California OSHA violation, details of the Florida AG subpoena, and clarify whether any additional corrective actions were taken with respect to any investigation(s).

AshBritt's updated response 07/15/2021

Subsequent to the 2018 Northern California wildfire clean-up, an AshBritt subcontractor, ABC Landscaping & Excavation, Inc. ("ABC"), was charged with failing to pay proper wages and benefits to its employees. ABC employees filed claims with the California Department of Industrial Relations, Labor Commissioner's Office, including alleging AshBritt was responsible as a co- or joint employer. AshBritt and ABC settled all but two matters before the Labor Board. In two matters, the Administrative Law Judge ruled that AshBritt and ABC are responsible for wages owed and not paid. Any amounts found due have been paid. AshBritt's liability was only based upon it being the prime contractor of ABC, which, in California, makes AshBritt responsible if a subcontractor has not paid wages. However, as such, it is only liable for the wage components and not waiting time penalties or liquidated damages. ABC was also ruled to owe each claimant waiting time penalties and liquidated damages as well. To ensure subcontractor compliance with applicable prevailing wage laws, the AshBritt subcontract form has been strengthened to require payment of the same, withholding of retainage to protect against any such employee wage violations, and greater review and scrutiny of subcontractor employees during the course of clean-up operations.

In January 2018, AshBritt received one citation from the California State Licensing Board (“CSLB”) for subcontracting with a company that did not have the proper contractor’s license. AshBritt had over 55 subcontractors on the project. AshBritt immediately discharged that one subcontractor, and appealed the citation and a settlement was reached with the CSLB. Under Business and Professions Code Section 125.9(b)(4), payment of a fine is not an admission of guilt. All licenses and insurance requirements are now cross-checked in advance against publicly available state license and workers compensation databases.

On February 11, 2019, AshBritt was cited by the California Department of Industrial Relations for an allegedly inadequate injury and heat illness prevention program. The assertion was inadequate publication and training as to injury and heat exhaustion prevention. Proposed citation penalties were \$200.00 and \$300.00, respectively. Each of the alleged violations was corrected during the course of the inspection. The first citation was withdrawn upon appeal, and the second citation reduced to a notice in lieu of citation. The AshBritt program in place was compliant with its federal contract with the US Army Corp of Engineers and met or exceeded the California requirements.

Subsequent to Hurricane Irma, the Florida Attorney General’s office issued an investigative subpoena to AshBritt and two other debris contractors, Ceres Environmental Services, Inc. and DRC Emergency Services, LLC. The subpoena essentially requested copies of all contracts that AshBritt, and the two others, had with the applicable governmental entity, the invoices rendered to the same and any requests to increase the rates charged due to the magnitude of the damage caused and the scarcity of equipment and manpower needed. The scope of the subpoena was broad and included subcontractor rates and pricing details that was and is a trade secret and provides a competitive advantage if known by competitors. AshBritt resolved the matter by producing the public contracts and invoices but redacting any trade secret information with respect to its business. At no time did Ashbritt charge or collect any rate other than its contracted rates. At no time was there any finding of any liability or wrong-doing by AshBritt. The litigation that accompanied this matter was voluntarily resolved and dismissed

From: Jackie Ryan <jryan@ashbritt.com>
Sent: Friday, September 03, 2021 3:56 PM
To: Cuomo, Joseph <jcuomo@nassaucountyny.gov>; Dow Knight <dow@ashbritt.com>
Cc: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Subject: RE: URGENT ACTION ITEM

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon Joe.

The most recent update to the BHF addressed the investigations in our supplemental response to question 10.

As to the FEC item, the article is referring to a penalty paid by AshBritt to the Federal Election Commission for an inadvertent violation of Federal campaign contribution laws. A contribution was made from the company's funds to a political action committee when the principals of AshBritt mistakenly believed it was coming from the personal funds of AshBritt's former CEO and current Chairman, Randy Perkins. After the problem was identified, AshBritt requested voluntary resolution with the FEC and cooperated fully in the investigation. The FEC did not find that the violation was either knowing or willful. See paragraph IV.7 of the attached Conciliation Agreement between AshBritt and the FEC (https://www.fec.gov/files/legal/murs/7450/7450_25.pdf). AshBritt has implemented new internal controls, including direct involvement of outside legal counsel, to avoid any similar mistakes in the future.

Please let me know if you have any further questions.

Jackie Ryan
AshBritt, Inc.
565 E Hillsboro Blvd
Deerfield Beach, FL 33441
Email: jryan@ashbritt.com
Phone: 954-725-6992



From: Cuomo, Joseph <jcuomo@nassaucountyny.gov>
Sent: Wednesday, September 1, 2021 6:20 PM
To: Dow Knight <dow@ashbritt.com>; Jackie Ryan <jryan@ashbritt.com>
Cc: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Subject: RE: URGENT ACTION ITEM

Additionally, please confirm that investigations cited in NYC PASSPort (e.g. Volusia County, FL and Miami Shores, FL) are addressed in the BHF, or otherwise modify the form as needed.

Thank You,

Joe

Joe Cuomo

Planning Division

Nassau County Department of Public Works

1194 Prospect Avenue, Westbury, NY 11590

Phone: (516)-571-9489

Email: jcuomo@nassaucountyny.gov

From: Cuomo, Joseph

Sent: Wednesday, September 1, 2021 6:14 PM

To: Dow Knight <dow@ashbritt.com>; Jackie Ryan <jryan@ashbritt.com>

Cc: Houdek, Jane M <jhoudek@nassaucountyny.gov>

Subject: URGENT ACTION ITEM

Importance: High

Good Evening Dow/Jackie,

Upon review of your contract by the Procure Compliance Department, the Forbes article dated 8/24/21 "Government Contractor Pays FEC \$125,000 Penalty after Donating to Pro-Trump Super PAC" (attached) was brought to attention. This will be reviewed by the Office of the Inspector General, so we would like to address this ahead of time. Can you please provide clarification as to whom the fine was issued to, who paid it, and any documentation that accompanied the resolution of the violation, as well as any other information that would help bring some transparency to this situation. If you can provide a brief explanation ASAP we can keep this moving.

<https://www.forbes.com/sites/zacheverson/2021/08/24/government-contractor-pays-fec--125000-penalty-after-donating-to-pro-trump-super-pac/?sh=73bd314a72d2>

Warm Regards,

Joe

Joe Cuomo

Planning Division

Nassau County Department of Public Works

1194 Prospect Avenue, Westbury, NY 11590

Phone: (516)-571-9489

Email: jcuomo@nassaucountyny.gov

Type	Entity Name	Address Line 1	Address Line 2	City	State	Zip Code	Telephone Number	Title
LLC - Partnership	ABFD3 LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	AB&H Construction LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
S-Corp	AshBritt Pacific Inc	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Secretary
LLC -Partnership	Hillsboro 56 LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
Limited Partnership	Karunnaa LLLP	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Partner
LLC - Partnership	Marathon II LLC	14505 Commerce Way	Suite 500	Miami Lakes	FL	33016	954-410-9067	Member
LLC - Partnership	Marathon RT LLC	14505 Commerce Way	Suite 500	Miami Lakes	FL	33016	954-410-9067	Member
LLC -Partnership	RP Capital Investments LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager
Single Member LLC	Southeast Equipment Leasing LLC	565 E Hillsboro Blvd		Deerfield Beach	FL	33441	954-725-6992	Manager

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: AshBritt, Inc.

Address: 565 E. HILLSBORO BLVD.

City: DEERFIELD BEACH State/Province/Territory: FL Zip/Postal Code: 33441

Country: US

2. Entity's Vendor Identification Number: 65-0364711

3. Type of Business: Other (specify) Privately Held S Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded Response to #4 Consultant's contractor's Vendor Disclosure Form 07.15.2021.docx

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Randal Perkins 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached list of other affiliated entities. However, none of these firms will take part in the performance of this contract.

1 File(s) uploaded Entities 7-22-21.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

At one time, Bolton St Johns, located at 146 State Street, Albany NY 12207 conducted lobbying activity for procurement representation on behalf of AshBritt, Inc. However, we are no longer using their services.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

See response to A.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

At one time, Bolton St. Johns was registered as a lobbyist for Nassau County.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Dow Knight [DOW@ASHBRITT.COM]

Dated: 07/22/2021 10:08:32 AM

Title: Senior Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Type	Entity Name	Address Line 1	Address Line 2	City	State	Zip Code	Telephone Number	Title
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Board of Directors

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Elliot Melamed – 12466 W Atlantic Blvd, Coral Springs, FL 33071

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Brittany Perkins Castillo , President / CEO - 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Christina Demidio, Treasurer - 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Charles “Dow” Knight, Secretary – 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/26/2021

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 have **ADDITIONAL INSURED** provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 360 Columbia Drive, Suite 105 West Palm Beach, FL 33409 561 693-0500	CONTACT NAME: Kandi Schmitz PHONE (A/C, No, Ext): 561-693-0504 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS: kandi.schmitz@usi.com														
INSURED AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach, FL 33441	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 474">INSURER A : Starr Surplus Lines Insurance Company</td> <td data-bbox="1433 453 1572 474">13604</td> </tr> <tr> <td data-bbox="816 480 1433 501">INSURER B : Praetorian Insurance Company</td> <td data-bbox="1433 480 1572 501">37257</td> </tr> <tr> <td data-bbox="816 508 1433 529">INSURER C : Travelers Casualty Ins Co of America</td> <td data-bbox="1433 508 1572 529">19046</td> </tr> <tr> <td data-bbox="816 535 1433 556">INSURER D : Federal Insurance Company</td> <td data-bbox="1433 535 1572 556">20281</td> </tr> <tr> <td data-bbox="816 562 1433 583">INSURER E :</td> <td data-bbox="1433 562 1572 583"></td> </tr> <tr> <td data-bbox="816 590 1433 611">INSURER F :</td> <td data-bbox="1433 590 1572 611"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Surplus Lines Insurance Company	13604	INSURER B : Praetorian Insurance Company	37257	INSURER C : Travelers Casualty Ins Co of America	19046	INSURER D : Federal Insurance Company	20281	INSURER E :		INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	1000065645211	05/22/2021	05/22/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea 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 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		9P425194	05/22/2021	05/22/2022	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000336529211	05/22/2021	05/22/2022	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 <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC4001875	06/06/2021	06/06/2022	<input checked="" type="checkbox"/> PER STATUTE <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
A	Pollution Liab			1000065645211	05/22/2021	05/22/2022	\$1,000,000 per loc
A	Professional Liab			1000065645211	05/22/2021	05/22/2022	\$1,000,000 per claim
C	Equipment			6639855	05/22/2021	05/22/2022	See desc of operations

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

10 Days notice of cancellation for non payment; 30 days for all other

General Liability, Professional Liability and Pollution Liability include Additional Insured, Primary & Non Contributory and Waiver of Subrogation

Auto policy includes a Waiver of Subrogation

Workers Compensation includes a Waiver of Subrogation

Equipment Coverage leased/rented equipment \$500,000

CERTIFICATE HOLDER**CANCELLATION**

Nassau County, NY
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

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

B. M. Carl

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Named Insured: AshBritt, Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: September 29, 2020

SUBJECT: Selection Committee Recommendation
Disaster Debris Management Services
RFP# PW-H10003-01M

INTRODUCTION

The Department of Public Works (hereinafter “the Department”) desires to procure a qualified contractor(s) to perform on-call disaster-related debris management services during and after disaster or emergency events. The Department is required to be in a state of readiness to respond to significant debris removal demands caused by severe weather events such as hurricanes, microbursts, tropical storms, nor’easters and ice storms. A debris management contractor(s) service will perform Debris Collection & Transport and Site Management, Debris Reduction & Disposal. The debris management contractor shall be fully responsible for debris management activities assigned by the County, including compliance with applicable Federal, State and local regulations and supporting the County in pursuit of maximum financial recovery allowable.

On May 15, 2020, the Department issued a Request for Proposals (the “RFP”). Notice of the RFP was published in Newsday and was made available on the County’s eProcurement webpage. In response to questions received within the provided timeframe, the Department issued RFP Addendum #1 on June 2, 2020. On June 15, 2020, 6 (six) proposals were received. A list of proposals, in alphabetical order of the prime contractor, is provided below:

- 1) Ashbritt
- 2) Crowder Gulf
- 3) Dom’s Lawn Maker
- 4) DRC Emergency Services, LLC (“DRC”)
- 5) Looks Great Services (“LGS”)
- 6) Southern Disaster Recovery (“SDR”)

An RFP evaluation and selection committee (the “Committee”) was formed comprising the following personnel from the Department:

- Sean Sallie, Deputy Commissioner
- Richard Iadevaio, Superintendent of Highway and Drainage Construction
- Christopher Fedeles, Assistant Superintendent of Highways
- Saji Varughese, Project Manager II

SELECTION COMMITTEE REVIEW PROCESS

The Committee was provided electronic copies of the technical proposals, score sheet template, and tentative review timeline on July 1, 2020. The initial meeting of the Committee, via conference call, was held on July 8, 2020. Subsequent Committee meetings (all via conference call) were held on July 15, 2020, July 23, 2020, July 29, 2020, August 3, 2020, August 19, 2020 and September 18, 2020. At its meeting on July 23, 2020, the Committee tabulated technical scores (from each reviewer) before opening the sealed cost proposals from each proposer. Costs proposals were then assigned a cost score pursuant to a formula previously agreed upon by the Committee. The Committee subsequently verified the arithmetic in each cost proposal. Cost scores were then added to the master scoresheet and an average score for each proposer was calculated pursuant to the scoring criteria referenced in the RFP. The Committee noted that the technical and cost proposals from Dom’s Lawn Maker did not contain a bid bond, as required by RFP. As such, the Committee disqualified Dom’s, and did not score its cost proposal or issue a rank. The combined scoresheet is provided in *Table 1*.

¹ Cost scoring formula: $Z = (x/y) * 30$; so, x = lowest total cost, y = total cost for bidder being scored, z = normalized cost score for bidder being scored, and 30 = total cost points.



Office of the County Executive
 Att: Brian Schneider, Deputy County Executive
 September 29, 2020
 Page two
 SUBJECT: Selection Committee Recommendation
 Disaster Debris Management Services
 RFP# PW-H10003-01M

TABLE 1
Scoresheet Results

Criteria	Scoring	Ashbritt	Crowder Gulf	Doms	DRC	LGS	SDR
Quals and Experience	AVERAGE	13.5	12.5	6	12.25	14	10
Operations Plan for County	AVERAGE	23.75	23.5	13	23	23.5	20.75
Resources and Availability	AVERAGE	13.75	13.75	5.5	13.75	14.5	10.75
Past Performance	AVERAGE	12	13.5	6.5	11.5	14	12.5
Cost	FORMULA POINTS	23.35	30.00		25.45	5.71	21.92
	TOTAL	86.35	93.25	31.00	85.95	71.71	75.92
	(verified) Cost	\$42,371,800.00	\$32,980,100.00	no bid bond	\$38,877,283.00	\$173,418,025.00	\$45,130,545.00
	Ranking	2	1	NA	3	5	4

The Committee took note that four of the five qualified contractors had cost proposals clustered in the range of \$32M - \$45M. One of the five contractors, Looks Great Services, had a proposed cost of \$173M. The Committee then decided to request several cost clarifying questions from each of the five qualified contractors. On July 24, 2020, the Committee issued its first request, via email, to complete a provided table which *broke down the Final Disposal Unit Cost by constituent parts (labor, equipment, tipping, other)*, to see if any of the contractors had mistakenly included tipping fees in its unit price for this item. All five contractors responded with confirmation that tipping fees were not included in their unit prices (tipping fees are pass-through costs). In the case of Crowder Gulf, it also responded with a request to accept revised unit costs for Pay Item V.H. Crowder Gulf stated in a subsequent email that its original cost proposal had provided a unit rate for Pay Item V.H in cubic yards instead of the required tonnage unit. The Committee declined to accept the revised unit prices.

The Committee then considered the possibility that the contractors' cost proposals may not conform to Prevailing Wage pursuant to NYS Dept of Labor. On July 29, 2020, the Committee issued a second question, via email, to the five firms, requesting the following information/confirmation: *specify your proposed hourly rates for labor and equipment used to formulate Schedule 1 unit prices (Items V.B through V.M). Confirm that your proposed hourly labor rates conform to NYS Prevailing Wage for straight time, fringe, OT, double time, etc. for the appropriate title/position in accordance with the NYS Department of Labor.* Responses were as follows:

- Ashbritt confirmed compliance with NYS Prevailing Wage, but did not submit the hourly rate information.
- Crowder Gulf stated that if the County would not accept its cost proposal corrections, *it would ask the County to allow us to retract our submission as we would be considered non-responsive.*
- DRC confirmed compliance with NYS Prevailing Wage and submitted hourly rate information
- SDR confirmed that its cost proposal does not conform to NYS Prevailing Wage
- Looks Great Services confirmed compliance with NYS Prevailing Wage and submitted hourly rate information

On August 13, 2020, the Committee issued a third question, via email, to Ashbritt, DRC and LGS, which contained a pay item spreadsheet template along with a request that fields be filled in for Personnel/Title, Labor Classification, and labor rates, for each pay item. The responses from DRC and Looks Great Services yielded a disparity in the number of personnel/title and labor classifications for each pay item, between the two proposers. Ashbritt reaffirmed that all work performed under the proposed unit rates in Schedule 1 would utilize NYS Prevailing Wages for straight time, fringe, OT, double time, etc. for the appropriate title/position employed under a prospective County contract.

Office of the County Executive
 Att: Brian Schneider, Deputy County Executive
 September 29, 2020
 Page three
 SUBJECT: Selection Committee Recommendation
 Disaster Debris Management Services
 RFP# PW-H10003-01M

The Committee then met for a final time on September 18, 2020 to discuss the cost clarifying responses from Ashbritt, DRC and LGS. The Committee was then asked to vote on whether to recommend a contract to each of the six proposers, in roll-call format. The Committee unanimously recommended that contracts be awarded to the following proposers: Ashbritt and DRC (see Table 2). The Committee vote resulted in the recommendation of contract awards to two proposers that scored above an eighty-five (85); Crowder Gulf having been disqualified. The remaining proposers' scores were significantly lower than the two recommended proposers.

TABLE 2
Committee Recommendation

Criteria	Scoring	Ashbritt	Crowder Gulf	Doms	DRC	LGS	SDR
Quals and Experience	AVERAGE	13.5	12.5	6	12.25	14	10
Operations Plan for County	AVERAGE	23.75	23.5	13	23	23.5	20.75
Resources and Availability	AVERAGE	13.75	13.75	5.5	13.75	14.5	10.75
Past Performance	AVERAGE	12	13.5	6.5	11.5	14	12.5
Cost	FORMULA POINTS	23.35	30.00		25.45	5.71	21.92
	TOTAL	86.35	93.25	31.00	85.95	71.71	75.92
	(verified) Cost	\$42,371,800.00	\$32,980,100.00	no bid bond	\$38,877,283.00	\$173,418,025.00	\$45,130,545.00
	Ranking	2	1	NA	3	5	4
	9/18/20 Committee Recommendation for Contract Award	YES	NO	NO	YES	NO	NO

RECOMMENDATION

Based on the technical and cost evaluation described above, the Committee recommends that the County enter into two (2) contracts; one with Ashbritt, and one with DRC for the services associated with disaster recovery services. As these services are based on a response to an emergency the Department is recommending that both contracts be processed as a penny encumbrance. However, both contracts shall include a four million dollar (\$4,000,000) cap at a term of four (4) years with an option for the Department to extend an additional 1 (one) year. In the case where the response requires services beyond the cap the Department believes that a cap set at four million dollars (\$4,000,000) is adequate while an amendment is processed to raise the cap required for the disaster event.

Kenneth G. Arnold
 Commissioner

KGA:SS:las

c; Sean E. Sallie, Deputy Commissioner
 Richard Iadevaio, Superintendent of Highway and Drainage Construction
 Christopher Fedeles, Assistant Superintendent of Highways
 Saji Varughese, Project Manager II

APPROVED:

9/29/2020

Brian J. Schneider
 Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider
 Deputy County Executive

Date

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACTPART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ☒ RFP☐ RFBC☐ In-House or Requirements Work Order

Project Title: _____

Department: Public Works Project Manager: Sean Sallie Date: 12.3.19Service Requested: The Department of Public Works is requesting authorization to advertise a request for proposals to solicit qualified firms to perform on-call disaster-related debris management services during and after disaster or emergency events.Justification: The Department is required to be in a state of readiness to respond to significant debris removal demands caused by severe weather events such as hurricanes, microbursts, tropical storms, nor'easters and ice storms. A debris removal management contractor(s) service will perform Debris Collection & Transport and Site Management, Debris Reduction & Disposal. The debris management contractor shall be fully responsible for debris management activities assigned by the county, including compliance with applicable Federal, State and Local regulations and supporting the County in pursuit of maximum financial recovery allowable.Requested by: Sean Sallie, NCDPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/**Construction**/CM/Equipment) \$5m cap
Circle appropriate phaseTotal Project Cost: \$5m/contract
Includes, design, construction and CMDate Start Work: 6/1/20
Phase being requestedDuration: 60 months
Phase being requestedCapital Funding Approval: YES ☐ NO ☒

SIGNATURE

DATE

Funding Allocation (Capital Project): _____

See Attached Sheet if multiyear ☐

NIFS Entered: _____

SIGNATURE

DATE

AIM Entered: _____

SIGNATURE

DATE

Funding Code: PW GEN 0175 DES00

use this on all encumbrances

Timesheet Code: 19-0333

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:

YES NO

Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Sean Sallie, Deputy Commissioner

FROM: Office of the Commissioner

DATE: April 30 , 2020

SUBJECT: CSEA Sub-Contracting Approval
C19-148 – Contract: Disaster Related Debris Management Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C19-148**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva
Deputy Commissioner

RD:las

c: William S. Nimmo, Deputy Commissioner
Sean E. Sallie, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 23, 2019

SUBJECT: CSEA Notification of a Proposed DPW Contract
Disaster-Related Debris Management Services

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend on-call contracts/agreements for the following services:
Construction
2. The work involves the following: A debris removal management contractor(s) service will perform Debris Collection & Transport and Site Management, Debris Reduction & Disposal. The debris management contractor shall be fully responsible for debris management activities assigned by the County, including compliance with applicable Federal, State and local regulations and supporting the County in pursuit of maximum financial recovery allowable.
3. An estimate of the cost is: \$5,000,000.00
4. An estimate of the duration is: Sixty (60) months
5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva
Deputy Commissioner

RD:SS:pl

c: Christopher Nicolino, Director, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Sean E. Sallie, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director, Traffic Engineering
Christopher Yansick, Unit Head, Financial Unit
Dian Pyne, Unit Head, Human Resources
Jonathan Lesman, Management Analyst II



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of 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.

Dow Knight, Senior Vice President

Name and Title of Authorized Representative

m/d/yy


Signature

04/15/2021

Date

AshBritt, Inc.

Name of Organization


565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	AshBritt, Inc.
Address (street/city/state/zip code):	565 E. Hillsboro Blvd., Deerfield Beach, FL 33441
Authorized Representative (name/title):	Dow Knight, Senior Vice President
Authorized Signature:	
Contract Number:	PW-H10003-01M
Contract/Project Name:	Disaster Debris Management Services
Contract/Project Description:	Disaster Debris Management Services

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		TBD based on award of future Task Orders
Total MBE Dollar Amount	TBD	MBE Contract Percentage	TBD based on award of future Task Orders
Total WBE Dollar Amount	TBD	WBE Contract Percentage	TBD based on award of future Task Orders
Total SDVOB Dollar Amount	TBD	SDVOB Contract Percentage	TBD based on award of future Task Orders
Total Combined M/WBE/SDVOB Dollar Amount	TBD	Combined M/WBE/SDVOB Contract Percentage	TBD based on award of future Task Orders

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: National Disaster Recovery Technical Assistance Consultants Address: 59 Court St., Suite 302 City: Birmingham State/Zip Code: NY, 13901 Authorized Representative: Jayesh Desai Telephone No. (607) 321-1088	Services shall include, but not be limited to, providing consulting services to assist in managing FEMA's public assistance reimbursement process.	Amount (\$): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Aspen Landscaping Address: 1121 Springfield Rd. City: Union State/Zip Code: NJ, 07083 Authorized Representative: Maria Aspen Telephone No. (908) 964-8883	Services shall include, but not be limited to, tree and debris removal, hauling, landfill remediation.	Amount (\$): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: GC Upstate Environmental Solutions Address: 54 Rolling Lane City: Levittown State/Zip Code: NY, 11756 Authorized Representative: Gonzalo Cantos Telephone No. (516) 579-0680	Services shall include, but not be limited to, asbestos abatement plans and compliance, asbestos removal lead abatement.	Amount (\$): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: American Technical Services Address: 59 Hilldale Rd. City: Albertson State/Zip Code: NY 11507 Authorized Representative: Dave Nitin Telephone No. (347) 282-7137	Services shall include, but not be limited to, engineering, environmental, and occupational safety consulting services	Amount (\$): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Classic Environmental Address: 112 Wade Rd. City: Latham State/Zip Code: NY, 12110 Authorized Representative: Tom Perrault Telephone No. (518) 591-0234	Services shall include, but not be limited to, construction and demolition, providing dump trucks, debris removal, and hauling.	Amount (\$): TBD <hr/> Award Date: TBD	Start Date: TBD <hr/> Completion Date: TBD
Name: Terranext, LLC Address: 1660 S. Albion, Suite 900 City: Denver State/Zip Code: CO, 80222 Authorized Representative: Kim Martin Telephone No. (303) 399-6145	Services shall include, but not be limited to, environmental site assessments, remediation industrial compliance, disaster relief support.	Amount (\$): TBD <hr/> Award Date: TBD	Start Date: TBD <hr/> Completion Date: TBD
Name: Porter Scientific Address: 719 Old Main Rd. City: Pembroke State/Zip Code: NC, 23872 Authorized Representative: Freda Porter Telephone No. (910) 521-0549	Services shall include, but not be limited to, environmental consulting, construction management, remediation and cleanup.	Amount (\$): TBD <hr/> Award Date: TBD	Start Date: TBD <hr/> Completion Date: TBD

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Smit Environmental Services, LLC Address: 134 Youngblood Rd. City: Montgomery State/Zip Code: NY 12549 Authorized Representative: Stacey Smit Telephone No. (845) 741-2414	Services shall include, but not be limited to, environmental site assessments, emergency spill response, site work, site remediation, excavation	Amount (\$): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

None to list

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			