AGREEMENT FOR EMERGENCY DEBRIS REMOVAL SERVICES - PRIMARY

THIS AGREEMENT is entered into this 19 day of June, 2018, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CERES ENVIRONMENTAL SERVICES, INC.,** a Florida registered, foreign Minnesota corporation (EIN: 41-1816075), with offices at 6968 Professional Parkway East, Sarasota, Florida 34240 ("Contractor").

WHEREAS:

The City of Ocala issued a Request for Proposal on April 25, 2018 for **RFP# PWD/18-011 – Pre-Event Emergency Debris Removal Service**.

Ceres Environmental Services, Inc. responded, and was the highest ranked of the six (6) responding firms scored by a City evaluation committee. The Contractor was subsequently selected as the intended primary awardee for the above-mentioned services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Contractor will provide emergency debris removal services for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**, **Exhibit B – Submitted Proposal**, **Exhibit D – Federal Contract Provisions**, and underlying RFP# PWD/18-011. The contract, and all exhibits, hold precedence over the RFP documents.

2. **COMPENSATION.** City shall pay Contractor for the performance of the work, and in accordance with the contract documents based on the unit prices set forth in **Exhibit C – Price Proposal.**

3. **TERM & TERMINATION.** This Agreement shall begin on **June 20, 2018** and terminate at the end of the business day on **June 19, 2021**. This Agreement may, by written consent between City and the Contractor, be renewed for up to two (2) additional, one (1) year periods. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within five (5) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

4. **PERFORMANCE BOND.** Upon contract activation by City, Contractor is required to furnish a Performance Bond in the amount of **$500,000.**

5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.

6. **DEBRIS DISPOSAL.** Contractor shall obtain formal written quotes for mulch disposal and provide the written bids to the City for approval. City will pay the exact mulch disposal cost in cubic yards, with no markup by the Contractor.

7. **CONTRACT FULFILLMENT.** Contractors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

8. **FEDERAL REQUIREMENTS.** Contractor must fully comply with the Federal requirements detailed in **Exhibit D – Federal Contract Provisions**.

9. **CONTRACTOR REPRESENTATIONS.**

   A. The Contractor has examined and carefully studied the Contract Documents and the other related data.

   B. The Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

   C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Contractor as noted in **Section 2** and detailed in **Exhibit A – Scope of Work** and **Exhibit C-Price Proposal** as follows:

    A. The City will pay Contractor a total maximum limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Exhibit C.** The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

    B. Contractor shall invoice the City monthly for ANY completed work accomplished on a bi-weekly basis, unless otherwise directed by City. Invoices for this Agreement will be prepared by Contractor, and submitted through the responsible City Project Manager at: **City of Ocala Public Works Department, Darren Park, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470, dpark@ocalafl.org**. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted

invoice along with an assigned invoice number and invoice date. One original of the invoice and an electronic copy (Microsoft Excel format) shall be included with the submission.

11. **INVOICING GUIDELINES.**

A. Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise directed by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

B. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, all tickets submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

C. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).

D. No payment will be made for mobilization and demobilization operations. These costs shall be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

E. Payment for disposal cost incurred by the Contractor at City approved Final Disposal Sites will be made at the City-approved cost incurred by the Contractor. At such point, the City will either coordinate payment of disposal costs directly with the Final Disposal Site, or require the Contractor to pay the disposal fees and then invoice the City. The Contractor shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render

payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

F. Contractor must submit a final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE," and no additional payments will be made after the Contractor's final invoice.

G. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

H. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work is subsequently performed to the City's satisfaction.

12. **PAYMENT TO SUBCONTRACTORS.** Contractor is responsible for payment to all subcontractors utilized for the services rendered within the scope of work. Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.

13. **RETAINAGE.** A ten percent (10%) retainage shall be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete work, and receive a letter of completion from the City, for all work zones. Retainage shall be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor to public or private property.

14. **FINAL PROJECT CLOSE OUT.** Upon final inspection of the project by the City, the Contractor shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

15. **DISTRIBUTION OF WORK.** The City reserves the right to activate more than one contractor to provide the debris services outlined in this proposal. The City may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract for debris removal services.

16. **RETENTION OF RECORDS.** The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues,

then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals.

17. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

18. **LIABILITY INSURANCE.** Contractor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

A. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;

B. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations;

C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

19. **BUSINESS AUTO LIABILITY.** Contractor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Contractor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

21. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

22. **SAFETY/ENVIRONMENTAL.** Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Contractor shall make reasonable efforts to detect apparent hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety

Standards. All Contractor caused hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.

24. **ACCESS TO FACILITIES.** City will provide Contractor with access to the Facilities to permit Contractor to meet its obligations hereunder.

25. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

26. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

27. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

29. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any

affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

33. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

34. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

35. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Contractor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Contractor including, but not limited to, any of the following:

    A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;

    B. Contractor provides materials that do not meet the specifications of the Agreement;

    C. Contractor fails to complete the work required within the time stipulated in the Agreement; and

D. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.

36. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder.

    Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Performance Bond, or (c) Any other remedy as provided by law.

37. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Contractor's services and work at City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as permitted by the contract and approved by City.

38. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Contractor of such occurrence and contract shall terminate without penalty or expense to the City.

39. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice

or demand in similar or other circumstances.

40. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

    For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

    If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

41. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

42. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

43. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

44. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given

in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Ceres Environmental Services, Inc.
Suzan Dunlop, Contract Administrator
6968 Professional Parkway East
Sarasota, Florida 34240
Phone: 800-218-4424
Fax: 866-228-5636
Email: Suzan.Dunlop@ceresenv.com

Copy to:

Ceres Environmental Services, Inc.
Tia Laurie, Subcontract Management
6968 Professional Parkway East
Sarasota, Florida 34240
Phone: 800-218-4424
Fax: 866-228-5636
E-mail: Tia.Laurie@ceresenv.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

45. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

46. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

47. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

48. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be

effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

49. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

50. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

52. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

55. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

56. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or

admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

57. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

    If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit D, (2) Exhibit A, (3) Exhibit B, then (4) Exhibit C.

Exhibit A:	Scope of Work (A-1 through A-35)
Exhibit B:	Submitted Proposal (B-1 through B-32)
Exhibit C:	Price Proposal (C-1 through C-5)
Exhibit D:	Federal Contract Provisions (D-1 through D-7)

58. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew J. Wardell
City Council President

Mary S. Rich
Mary S. Rich
Pro Tem

Approved as to form and legality:

Patrick G. Gilligan
City Attorney

CERES ENVIRONMENTAL SERVICES, INC.

Tia Laurie
Corporate Secretary

ADOPTED BY CITY COUNCIL
June 19, 2018
DATE
OFFICE OF THE CITY CLERK

This scope of work describes and defines the services which are required for the execution of natural disaster-related emergency debris removal from Federal Aid highway segments, state, local, and private roadways within the City of Ocala, Florida (City).

Contractor Responsibilities

Contractor responsibilities include, but are not limited to:

- Field operations
- Debris pickup
- Debris hauling and removing
- Debris staging and reduction by grinding
- Temporary debris storage site management
- Debris management
- Final disposal to an approved facility in full compliance with regulatory agency requirements, consistent with Federal Emergency Management Agency (FEMA) requirements for debris management, removal and disposal.

The Contractor shall have experience in the Federal Emergency Management Public Assistance (FEMA-PA) Program, the Federal Highway Administration Emergency Relief (FHWA-ER) Program, and other applicable federal, state, and/or local programs to assist the City and its emergency response/recovery efforts. The Contractor will be responsible for tracking all contract costs, adhering to the "not to exceed" limit as determined by the City, and preparing the project worksheets for all disaster categories. Proper notification must be given to the City as costs approach the "not to exceed" limit. Proper documentation by the Contractor as required by FEMA, FHWA and all applicable federal, state and local agencies is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

All debris removal and disposal of mulch management services shall be in accordance with all applicable federal and state laws, and environmental regulation.

The Florida Department of Transportation's (FDOT) Specifications for Road and Bridge Construction, Design Standards and other applicable Department Design Indexes and Construction Standards are applicable when performing work under the resulting contract.

The City will identify and give the Contractor direction for roads and limits for which the Contractor will be responsible within each quadrant, section segment or group assigned. The City reserves the right to add or delete roadway segments at the direction of the City Public Works Director, at no additional cost to the City. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

The Contractor is required to perform at least 30% of the work assigned, with its own forces.

Mulch Disposal

During post recovery, the Contractor will obtain formal written quotes for mulch disposal and provide the written bids to the City for approval. City will pay the exact mulch disposal cost in cubic yards with NO markup by the debris Contractor.

Activation

The work will begin upon written authorization by the City. Contractor shall provide a 24/7 contact number and shall be activated (on-site) within twenty-four (24) hours of receipt of Notice to Proceed. Failure to meet this requirement will result in immediate termination of contract.

No guarantee of minimum or maximum amounts of work is made by the City under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities. The City will not provide price adjustments for cost increases or decreases in the price of fuel. The Contractor shall have the ability to handle multiple, simultaneous large-scale disaster events.

In cases of discrepancy between this scope and regulatory agency guidelines, the regulatory agency's guidelines will take precedence.

Upon contract activation, a performance bond in the amount of $500,000 will be required of the Contractor.

Definitions and Acronyms

a. Authorized Representative: City employees and/or contracted individuals designated by the City or the City Debris Manager.

b. Chipping/Mulching/Grinding: The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

c. City Approved Final Disposal Site: Final disposal location approved, in writing, by the City of Ocala.

d. City Debris Manager: City point of contact - responsible for providing overall supervision of debris clearance, removal, and disposal operations.

e. Cleanup Crew: Individual(s) employed by the Debris Removal Contractor to collect debris.

f. Construction and Demolition (C&D) Debris*: 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 and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.

g. Debris: Debris is scattered items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster.

h. Debris Clearance: Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

i. Debris Management Site (DMS): A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TSDR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

j. Debris Monitor: Contractor contracted with the City to observe day-to-day operations of debris removal crews and document eligible quantities/reasonable expenses to ensure they are performing eligible work, meeting the City's expectations and contractual requirements, and are in compliance with all applicable Federal, State and Local regulations. May also be referred to as a Field Inspector.

k. Debris Monitoring: Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure the work complies with the contract scope of work and/or is eligible for Federal or State grant reimbursement.

l. Debris Removal: Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.

n. Demobilization: Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

o. Demolition: The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

p. Designated Area: Generally bound by the City limits – includes public property and rights-of-way within the unincorporated areas of the City that were directly affected by a debris-generating event.

q. Disaster Specific Guidance: Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

r. Drop-Off Site: A site established for residents of the City of Ocala to drop off debris.

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

t. Eligible Debris: As determined by FEMA-325 Debris Management Guide and other applicable regulations – Debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or 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.

u. Emergency Debris Clearance: The initial debris clearance activity necessary to eliminate life and safety threats (i.e. clearing roads) as defined by FEMA-325 Public Assistance Debris Management Guide.

v. Emergency Operations Center (EOC): A central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.

w. Emergency Relief Program: Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

x. Federal Aid Eligible Roads: Roads that are paved, gravel or dirt, and are eligible for repair or replacement.

y. Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA eligible roads and other roadways not on the federal aid system.

z. FEMA-325 Debris Management Guide: This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can aid a local agency to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including:

- Eliminating immediate threats to lives, public health and safety.
- Eliminating immediate threats of significant damage to improved public or private property.
- Ensuring the economic recovery of the affected community to the benefit of the community at large.

aa. Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.

bb. Field Inspector: Monitor

cc. Final Disposal Site: Final disposal location approved, in writing, by the City.

dd. Force Account Labor: Labor performed by the applicant's permanent, full time or temporary employees.

ee. Garbage: Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

ff. Global Positioning System (GPS): 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.

gg. Hand Held Units (HHU): Devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.

hh. Hangers: A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA-325 are:

- The limb must be greater than two inches (2") in diameter;
- The limb must be suspended in a tree and threatening a public use area; and
- The limb must be located on improved public property.

ii. Hazardous Stump: Uprooted tree or stump (i.e. 50% or more of the root ball is exposed), greater than twenty-four inches (24") above the ground 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.

jj. Hazardous Tree: A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches (6") in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA-325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

kk. Hazardous Waste: 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.

ll. Household Hazardous Waste: 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.

mm. Mixed Debris: 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.

nn. Mutual Aid Agreement: A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

oo. National Response Plan (NRP): A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

pp. Notice to Proceed: This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.

qq. Outbuilding: Any structure secondary to a house such as a barn, shed or outhouse, separated from the main structure.

rr. Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).

ss. Ticket Manager: Contractor responsible for overseeing the electronic ticket processing.

tt. Vegetative Debris: Clean, woody debris and other organic materials that can be chipped and mulched.

uu. White Goods: Appliances, including, but not limited to refrigerators, freezers, stoves, washers, dryers, and HVAC units.

Services to be Provided by the Contractor

Contractor will be responsible for coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA-325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager.

Eligible debris also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final

Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA-325, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City Debris Manager in writing.

1. **Emergency Road Clearance**

   At the request of the City for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

2. **ROW Vegetative Debris Removal**

   Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

   a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

   b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.

   c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City approved Final Disposal Site. The debris removal vehicle

will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

g. Final disposal of mulch shall be on a cubic yard basis as a direct pass-through cost to the City. Contractor shall benchmark mulch disposal cost to ensure the City has a competitive price. Benchmark data shall be provided to the City.

3. **ROW C&D Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

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

b. Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.

f. Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

4. **Demolition, Removal, Transport and Disposal of Non-RACM Structures**

a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City of Ocala. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

b. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

d. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.

e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

f. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

g. Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-

RACM structures (such as obtaining demolition permits, etc.).

5. **Demolition, Removal, Transport and Disposal of RACM Structures**

   a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

   b. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

   c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

   d. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.

   e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

   f. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

   g. Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. **DMS Management, Operations and Reduction Through Grinding**

   a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance,

management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the City Debris Manager.

b. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

c. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

d. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).

e. All un-reduced disaster debris must be staged separately from reduced debris at the DMS.

f. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.

g. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

h. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets.

i. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

j. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

k. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

l. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.

m. Contractor is responsible for providing twenty-four (24) hour DMS security.

n. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).

o. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 33 - Debris Site Tower Specifications).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material shall be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

7. **DMS Management, Operations and Reduction Through Above Ground Air Curtain Incineration**

   a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator (ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the City Debris Manager.

   b. The management of DMS locations includes assistance with obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Contractor shall also be responsible for all costs associated with third-party groundwater and soil testing.

   c. Contractor is responsible for operating the DMS locations in accordance with OSHA, EPA and FDEP guidelines.

   d. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

   e. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

   f. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide a sufficient number of scales meeting the City Specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.

g. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

h. Contractor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

i. Contractor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags. Contractor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other BMP's.

j. Contractor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in line containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.

l. Contractor is responsible for providing 24-hour security and fire tender for DMS locations.

m. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).

n. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 33 - Debris Site Tower Specifications).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing,

concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material shall be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

8. **Haul-Out of Reduced Debris to a City Approved Final Disposal Site**

   a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a City approved DMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

   b. Contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

   c. Contractor shall not use any disposal facility without the written consent of the Public Works Director or designee. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Public Works Director or designee prior to issuing any such authorization.

   d. Contractor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.

   e. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.

   f. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.

g. Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

9. **Removal of Hazardous Leaning Trees and Hanging Limbs**

a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 1/2) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with Scope of Services. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

b. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.

ii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.

iii. The tree has a split trunk that exposes heartwood.

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

   i. The limb is greater than two (2) inches in diameter.

   ii. The limb is still hanging in a tree and threatening a public-use area.

   iii. The limb is located on improved public property.

10. **Removal of Hazardous Stumps**

a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the City ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See FEMA-325 Debris Management Guide, Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility) and removed under the terms and conditions outlined herein.

b. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the

City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

i. Fifty percent (50%) or more of the root ball is exposed.

ii. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

c. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions outlined herein. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions outlined herein. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See FEMA-325 Debris Management Guide, Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility).

d. Stumps shall only be collected after the monitoring firm(s) and the Contractor document and perform the following:

i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.

ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.

iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

11. ROW White Goods Debris Removal

Services performed under this Contract element will be compensated using **Exhibit C – Price Proposal.** Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a Solid Waste Management site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet but are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a Solid Waste Management Facility and turned over to the City to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

12. Household Hazardous Waste (HHW) Removal, Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.

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

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

Services performed under this Contract element will be compensated using **Exhibit C.**

13. **E-Waste Removal**

Services performed under this Contract element will be compensated using **Exhibit C**. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

14. **Abandoned Vehicle Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

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.

15. **Abandoned Vessel Removal**

Services performed under this Contract element will be compensated using **Exhibit C**. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible land based abandoned vessels in areas identified and approved by the City. The removed eligible vessels will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation and disposal of eligible abandoned vessels 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.

16. **Dead Animal Carcasses**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Services performed under this Contract element will be compensated using **Exhibit C.**

17. **Other Debris Removal Work**

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

18. **Pre-Event Coordination Meeting**

The successful Contractor shall be required to attend an annual pre-hurricane season kickoff meeting(s) with the City and its debris monitoring firm(s) at no cost to the City.

19. **Description of Designated Areas**

a. The designated area for debris removal (the City right-of-way) is bounded by the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City maintained roadways or other areas, as directed in writing by the City Debris Manager. If the Contractor is authorized to perform services on non-City maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non- eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. 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 City or its authorized 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 this contract unless specifically authorized by the City Debris Manager in writing.

d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass, 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 at the point of collection.

f. Contractor shall deliver all disaster related debris to a City-approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format

matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.

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

j. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

20. **Debris Management Sites (DMS)**

a. The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The Contractor shall provide the City with a list of potential DMS locations annually. Depending on the incident in which the contract is activated the City may provide the Contractor with a minimum of three (3) DMS.

b. The City will assign specific DMS to specific Contractor for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Contractor. If additional DMS locations are needed for the operation, the Contractor shall provide a list of DMS locations. The list will include all necessary site information to allow the City to submit to FDEP for approval. If the Contractor establish any additional DMS, a copy of the agreement showing indemnification of City for the use and proposed restoration plan of the additional sites, shall be provided to the City. In addition, the Contractor shall execute a hold harmless agreement for each Contractor established DMS that is not located on City property.

c. The hold harmless agreement must be approved by the City prior to execution. Prior to the use of any DMS (either City provided DMS or Contractor established DMS) analysis of both groundwater and soil may be required to establish pre-use conditions (post remediation site sampling may also be required of the Contractor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the City at the expense of the Contractor. The results of such testing shall be sent directly from the professional to the City. The Contractor shall be required to provide the City with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

d. The cost associated with acquiring, preparing, leasing, renting, operating, remediating

land used as DMS in the City is a cost borne by the Contractor and compensated based on the Contractor's bid for site management and reduction of debris.

e. The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor will be responsible for removing all disaster related debris from those sites. Contractor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site.

f. Depending on the volume of debris at a Residential Convenience Center, the Contractor may be required to push material to make room for additional debris.

g. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

h. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. shall be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

21. **Notice to Proceed**

The City will issue an official Notice to Proceed for the services referenced in this contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written Notice to Proceed.

The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

22. **Safety**

The Contractor shall be solely responsible for maintaining safety at all work sites including DMS and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS and debris collection sites. Safety at DMS and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

23. **On-Site Project Manager**

Contractor shall provide an on-site project manager to the City. The Project Manager shall be onsite within twenty-four (24) hours of notification. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager shall attend and conduct daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

24. **Superintendent Shall be Supplied by the Contractor**

The Contractor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

25. **Equipment**

a. 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 unloading its contents 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.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards shall be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor. The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the Contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-Contractor.

e. Equipment used under this 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 the road by the City Debris Manager.

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

26. **Traffic Control**

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining

appropriate traffic controls in all work areas, including DMS and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

27. **Rapid Response Crew**

Contractor shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

28. **Hazardous Materials and Household Hazardous Waste**

The Contractor shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's Hazardous Materials Removal and Disposal Contract. The Contractor shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractor and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS or final disposal sites that are not specifically authorized

to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractor shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The City or City's Hazardous Materials Removal and Disposal Contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

29. **Work Hours**

The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Solid Waste Division Manager:

a. New Year's Day
b. Memorial Day
c. Independence Day
d. Labor Day
e. Veterans Day
f. Thanksgiving Day
g. Christmas Eve
h. Christmas Day

30. **Time of Completion**

The services shall commence upon written notice to proceed from the City manager or his designee, and the project shall be completed in accordance with the project schedule.

31. **Damages**

a. All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a

manner prescribed by and at the sole satisfaction of the City Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor fails to repair any damaged property, the City may have the work performed and charge the Contractor.

b. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor's equipment or personnel at no additional cost to the City. If the Contractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

c. Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Debris Manager outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.

d. Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty ($80.00) dollar fee to the Contractor. The eighty ($80.00) dollar fee will be assessed for every re- inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

e. No retention will be released to the Contractor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor may petition the City in writing for a partial retainage release.

32. **Existing Utilities**

a. Some trees and debris that shall be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be 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 (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments.

b. The Contractor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor.

33. **Debris Site Tower Specifications**

a. The Contractor shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) 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 enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation. Exceptions to the platform construction requirements above may be granted by the City Debris Manager.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

34. **Facilities at DMS Locations**

The Contractor shall provide as many ADA compliant portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any

dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping 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.

35. **Ownership of Debris**

a. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

b. All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

c. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

36. **Environmental Protection**

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules

and regulations of local, state and federal regulatory agencies.

b. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMS. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. 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 approval of the City Debris Manager. The Contractor shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.

d. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

e. The Contractor shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

37. **Documentation and Measurement**

a. Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple

communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.

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

d. Load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal.

Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment.

Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site.

Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.

Loads of processed (e.g., chipped) debris being hauled from a DMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized

representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site.

The Contractor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- Haul-out of Reduced Debris to a City Approved Final Disposal Site

38. **Final Project Close Out**

Upon final inspection of the project by the City, the Contractor shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

Proposal
in Response to

City of Ocala

RFP# PWD/18-011

Pre-Event Emergency Debris Removal Service

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471

Contact Person: Dawn Brown
dawn.brown@ceresenv.com

May 8, 2018

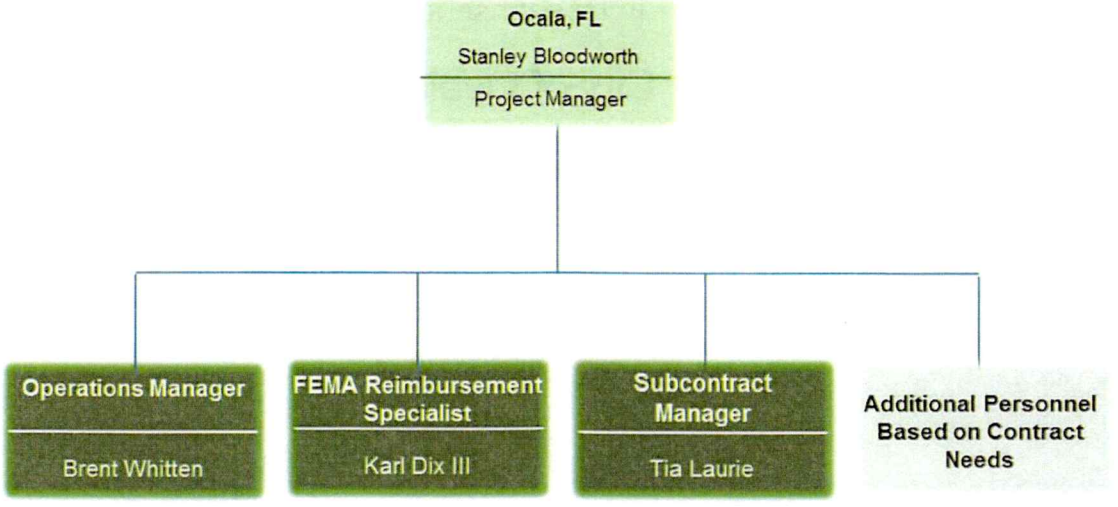
CERES ENVIRONMENTAL

6968 Professional Parkway East
Sarasota, Florida 34240
Tel. (800) 218-4424
Fax (866) 228-5636

Project Organizational Chart

For the City of Ocala, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required.

The following core team will be assigned to Ocala for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Ocala.



Mr. Stanley Bloodworth will be the Project Manager. Mr. Bloodworth has more than 34 years of Project Management experience in the construction and disaster recovery industry. His professional career includes a 25-year tenure with the U.S. Army Corps of Engineers, where he held a variety of construction coordination and management roles. After leaving the Corps, he entered the private disaster recovery industry serving as a project/program manager, senior project manager, operations manager and vice president of operations. He is a highly-skilled, boots-on-the-ground manager of disaster recovery projects, specifically those requiring expertise related to removal, reduction and final disposition of vegetative, construction, demolition and hazardous debris.

Mr. Brent Whitten is the Operations Manager. Mr. Whitten has been involved in debris management and disaster recovery services for 13 years. His work has ranged from demolition of residential and commercial sites after Hurricane Katrina to quality control for the U.S. Army Corps of Engineers to environmental sampling and monitoring after Hurricane Isaac. He is FEMA-certified in Debris Operations and the Incident Command System. He is also a FEMA-certified Disaster Housing Inspector. His responsibilities include direct supervision of a project and ensuring compliance with all safety and quality control regulations. Mr. Whitten brings strong organizational skills and the ability to motivate to any job.

Mr. Karl Dix will be the FEMA Reimbursement Specialist assigned to Oakland Park. Mr. Dix experience includes project management; quality control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships with current and potential clients; development of strategic plans; and management of assigned projects. Mr. Dix holds a Bachelor degree in Business Administration from Emory University.

Ms. Tia Laurie, our Subcontractor Manager, is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors.

B.5 List of Equipment

Category	Owned	Description
Light Truck	33	Pickup Trucks, ½ & ¾ Ton Size
Service Truck	6	Mechanic & Oiler Trucks
Self Loader Truck	7	Straight Trucks with Grapple Loader
Bucket Truck	1	Arbor Truck with Boom
Straight Truck	8	Flatbed, Dump & Roll Off Trucks
Semi Tractor	45	Tandem & Tri Axle Tractors
Utility Trailer	9	Car Hauler & Service Trailers
Dump Trailer	18	Dump Trailers
Walking Floor Trailer	9	48' Self Unloading Debris Trailers
Tag Trailer	7	40K# Tag Along Trailer for Self Loader Support
Lowboy Trailer	2	Heavy Equipment Hauler Trailers
Debris Container	18	Assorted Roll Off Containers
ISO Storage Container	49	Portable Shipping/Storage Containers
Inspection Tower	2	Portable Traffic Inspection Tower
Portable Office	5	Portable Self Contained Office
Portable Berthing (R/V)	10	Assorted berthing to house and sleep crew
Wheel Loader	17	Assorted Wheel Loaders with Bucket and/or Grapple
Backhoe Loader	2	Wheel Backhoe Loaders
Skidsteer Loader	8	Assorted Wheel or Track Skidsteer Loaders
Swinger Loader	3	Swinger Loader with Bucket and/or Grapple
Hydraulic Excavator	18	Assorted Tracked Excavators with Bucket and/or Grapple
Hydraulic Amphibious Excavator	1	Pontoon Flotation Excavator with 50' Reach
Hydraulic Demolition Excavator	2	High Reach Demolition Units
Tracked Dozer	14	Assorted Dozers Straight Blade or 6 Way Blade
Self Propelled Sweeper	2	Wet/Dry Sweeper
Tub Grinder	4	Assorted Sized Tub Grinder for Vegetative Reduction
Horizontal Grinder	2	1 Track Mounted and 1 Trailer Mounted Grinder
Crusher, Jaw Style	2	1 Track mounted crusher unit and 1 skid mounted
Portable Screening Machine	7	Assorted Screening Units for Soils and Aggregates
Portable Material Density Separator	1	Water bath Unit for Separating Materials
Light Plant	5	Assorted 4 Lamp Light Plants, 2 with 20KW Generator
Air Curtain	2	Portable Air Curtain Incinerator Set
Water Pump	8	Portable Water Pumps Sizing from 3" – 6"
Generator Set	12	Assorted Generators Sizing from 6KW to 240KW
Assorted Attachments	285	Buckets, Grapples, Blades, Shears etc... for equipment support
Marine Skimmer Vessel	6	Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants
Marine Cleaning Equipment	1	Self-powered Beach Cleaner

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

Type of Equipment	Quantity
Air Curtain Burner	585
Bucket Trucks	1,136
Concrete/Rock Crushers	54
Excavator	3,356
Knuckleboom-Prentice-Style-Self-Loader	5,219
Roll Off Trucks	3,955
Skid Steer	7,439
Skid Steer with/Grapple	9,001
Tractor-Trailer End Dump	11,872
Tractor-Trailer Live Bottom	4,078

Type of Equipment	Quantity
Truck-Dump-Single Axle	7,973
Truck-Dump-Tandem Axle	15,358
WheelLoader-FrontEnd-4Yard	6,092

Our comprehensive list of equipment follows.

Asset ID	Year	Manufacturer	Model	Description	Serial#	Location	Asset Type
13	2014	FORD	F150 XLT Ext Cab	Truck, Pickup, 4x4, Gas	1FTFX1ET0EKD45250	MN	TRUCK
15	2005	CHEVROLET	EXPRESS 3500	Passenger Van, 2WD, Gas	1GAHG39U751194378	LA	TRUCK
20	2010	FORD	F150 XLT SuperCrew	Truck, Pickup, 4x4, Gas	1FTEX1E80AFB05920	WY	TRUCK
21	2004	FORD	F150 XLT SuperCrew	Truck, Pickup, 4x4, Gas	1FTPW14504KA01667	LA	TRUCK
22	2005	GMC	SIERRA 1500	Truck, Pickup, 4x4, Gas	2GTEK19B151258761	LA	TRUCK
25	2007	FORD	F250 XL	Truck, Pickup, 4x4, Gas	1FTSX21557EB43999	LA	TRUCK
26	2007	FORD	F250 XL	Truck, Pickup, 4x4, Gas	1FTSX21517EB48164	LA	TRUCK
30	2008	FORD	Fusion	Passenger Vehicle	3FAHP08Z08R185976	FL	PASSENGER CAR
32	2007	FORD	F150 XLT SuperCrew	Truck, Pikup, 2WD, Gas	1FTPW12V27KC01120	TX	TRUCK
33	2008	FORD	EXPLORER XLT	SUV, 2WD, Gas	1FMEU63E68UA89948	TX	TRUCK
35	2006	FORD	F250 Lariat	Truck, Pickup, 4x4, Dsl	1FTSX21P96EA80373	LA	TRUCK
36	2009	FORD	ESCAPE XLT	SUV, 4x4, Gas	1FMCU93749KB09198	LA	TRUCK
37	2010	FORD	ESCAPE XLT	SUV, 4x4, Gas	1FMCU9D73AKD07516	MN	TRUCK
39	2012	FORD	ESCAPE XLT	SUV, 4x4, Gas	1FMCU9D75CKB77712	WY	TRUCK
40	1997	FORD	F350	Truck, Sander, 4x4, Dsl	1FTHF36F7VEA40424	MN	TRUCK
41	1997	FORD	F350	Truck, Pickup, 4x4, Dsl	3FTHF36F8VMA33461	MN	TRUCK
43	2000	FORD	F550	Truck, Welding Service, 4x4, Gas	1FDAF57S3YEB37774	TX	TRUCK
44	2005	FORD	F550	Truck, Dump, 4x4, Dsl	1FDAF57P35EC20869	MN	TRUCK
45	2005	FORD	F550	Truck, Dump, 4x4, Dsl	1FDAX57P05ED08100	TX	TRUCK
50	2005	FORD	F350	Truck, Flatbed Sander, 4x4, Dsl	1FTWF31PX5EA35631	MN	TRUCK
60	2002	CHEVROLET	S10	Truck, Pickup, 4x4, Gas	1GCDT19W728129167	TX	TRUCK
64	2000	KENWORTH	T300	Truck, Straight, Lube Service, Dsl	1NKMLD9X2VS842627	LA	TRUCK
65	2003	FORD	F650	Truck, Straight, Mechanic, Dsl	3FDNF65H03MB02384	TX	TRUCK
68	2005	FORD	F550	Truck, Straight, Service, Dsl	1FDAX57P25ED08101	LA	TRUCK
69	2005	FORD	F550	Truck, Dump, 4x4, Dsl	1FDAX57P45ED08102	TX	TRUCK
80	2000	GMC	K1500	Truck, Pickup 2WD gas	1GTEC19T2YZ364248	LA	TRUCK
82	2006	FORD	F250 XL	Truck, Pickup, 4x4, Dsl	1FTSX21P66EA12029	TX	TRUCK
83	2006	FORD	F250 XLT	Truck, Pickup, 4x4, Dsl	1FTSX21P86EA93289	MN	TRUCK
84	2006	FORD	F250 XL	Truck, Pickup, 4x4, Dsl	1FTSX21P96EA12056	MN	TRUCK
85	2006	FORD	F250 XL	Truck, Pickup, 4x4, Dsl	1FTSX21P76EA46223	MN	TRUCK
86	2006	FORD	F250	Truck, Pickup, 4x4, Dsl	1FTSX21P26EB08594	TX	TRUCK
88	2014	FORD	F250 XL	Truck, Pickup, 4x4, Dsl	1FT7X2BT1EEA96227	MN	TRUCK
90	2006	FORD	F250	Truck, Pickup, 4x4, Dsl	1FTSX21P46EB21069	TX	TRUCK
91	2006	FORD	F250	Truck, Pickup, 4x4, Dsl	1FTSX21P36EA23263	LA	TRUCK
93	2006	FORD	F250	Truck, Pickup, 4x4, Dsl	1FTSX21P86EA23560	MN	TRUCK
94	2006	FORD	F250	Truck, Pickup, 4x4, Dsl	1FTSX21P06EA05514	LA	TRUCK
95	2006	FORD	F250	Truck, Pickup, 4x4, Dsl	1FTSX21P96EB32116	TX	TRUCK
96	2008	FORD	F350 SuperDuty	Truck, Pickup, 4x4, Dsl	1FTWW31R58EB78492	FL	TRUCK
101	1999	STERLING	LT 9500 ISM	Tractor, Semi, Day Cab	2FWYKMCB8XAB61375	TX	TRACTOR SEMI
102	1999	STERLING	LT 9500 ISM	Tractor, Semi, Day Cab	2FWYKMCB5XAB61379	TX	TRACTOR SEMI
103	2000	STERLING	LT 9500 ISM	Truck, Straight, Hook-lift	2FZXKMCB9YAB61353	TX	TRUCK
105	2001	STERLING	LT 9500 3406	Tractor, Semi, Day Cab	2FWBEXYB11AH48791	LA	TRACTOR SEMI
106	1994	FORD	LTLA 9000	Tractor, Semi, Day Cab	1FDYA95XXRVA12243	MN	TRACTOR SEMI
107	1999	STERLING	LT 9500	Truck, Straight, Cable-lift	2FZXKMDBXXAA33409	MN	TRUCK
108	2003	STERLING	LT 9500	Truck, Straight, Flatbed	2FZHAZAS83AL89387	TX	TRUCK
110	2006	INTERNATIONAL	5900i SFA 6X4	Tractor, Semi, Day Cab	1HSXRAPR06J315907	TX	TRACTOR SEMI
115	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNAPR77C456189	TX	TRACTOR SEMI
116	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNAPR57C456188	MN	TRACTOR SEMI
117	2007	INTERNATIONAL	8600 SBA 6X4	Tractor, Semi, Day Cab	1HSHXSBR16J297649	GA	TRACTOR SEMI
118	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR67C465476	MN	TRACTOR SEMI
136	1988	FREIGHTLINER	3-5TN	Truck, Sander	1FUYYSYB0JH320041	MN	TRACTOR SEMI
137	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT96J220623	GA	TRUCK
138	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT06J220624	GA	TRUCK

Asset ID	Year	Manufacturer	Model	Description	Serial#	Location	Asset Type
139	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT26J220625	GA	TRUCK
140	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT46J220626	GA	TRUCK
141	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT36J340241	GA	TRUCK
142	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT16J340240	MN	TRUCK
143	2006	INTERNATIONAL	7600	Truck, Straight, Self Loader	1HTWYAHT56J340239	MN	TRUCK
149	1960	FORD	F-600	Truck, Water Tank, Fire Suppresion	F64D8P17302	MN	TRUCK
155	1989	WHITE/GMC	COE	Truck, Straight, Cable-lift	4V2ECDJF6KN610852	MN	TRUCK
170	2005	INTERNATIONAL	4300	Truck, Straight, Utility Bucket-Lift	1HTMMAAN35H155059	MN	TRUCK
178	1986	KENWORTH	TRAC	Truck, Water Tank	2XKWD29XX6M915871	TX	TRACTOR SEMI
181	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR17C433407	TX	TRACTOR SEMI
182	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR77C491523	LA	TRACTOR SEMI
183	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR97C491524	LA	TRACTOR SEMI
184	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR27C491526	LA	TRACTOR SEMI
185	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR07C465152	LA	TRACTOR SEMI
186	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR77C465150	LA	TRACTOR SEMI
187	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSBR67C465155	LA	TRACTOR SEMI
188	2007	INTERNATIONAL	9400i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR17C375782	LA	TRACTOR SEMI
1101	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR17C427111	LA	TRACTOR SEMI
1102	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR37C427112	LA	TRACTOR SEMI
1103	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR57C427113	LA	TRACTOR SEMI
1104	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C427120	LA	TRACTOR SEMI
1105	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR27C427392	LA	TRACTOR SEMI
1106	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C427393	LA	TRACTOR SEMI
1107	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR67C427394	LA	TRACTOR SEMI
1108	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR87C427395	LA	TRACTOR SEMI
1109	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPRX7C427396	LA	TRACTOR SEMI
1110	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR37C427403	LA	TRACTOR SEMI
1111	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR77C427405	LA	TRACTOR SEMI
1112	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR97C427406	LA	TRACTOR SEMI
1113	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR07C427407	LA	TRACTOR SEMI
1114	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C427409	LA	TRACTOR SEMI
1115	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR07C427410	LA	TRACTOR SEMI
1116	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR27C427411	LA	TRACTOR SEMI
1117	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C427412	LA	TRACTOR SEMI
1118	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR87C427414	LA	TRACTOR SEMI
1119	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C427118	LA	TRACTOR SEMI
1120	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR77C427419	LA	TRACTOR SEMI
1121	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR37C427420	LA	TRACTOR SEMI
1122	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR67C427427	LA	TRACTOR SEMI
1123	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPRX7C475495	LA	TRACTOR SEMI
1124	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR87C475494	LA	TRACTOR SEMI
1125	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C475492	LA	TRACTOR SEMI
1126	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAHR47C392174	LA	TRACTOR SEMI
1127	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAHR37C392179	LA	TRACTOR SEMI
1128	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAHRX7C392177	LA	TRACTOR SEMI
1129	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAHR97C524961	LA	TRACTOR SEMI
1130	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR27C427618	LA	TRACTOR SEMI
1131	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C427619	LA	TRACTOR SEMI
1132	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR97C427440	LA	TRACTOR SEMI
1133	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR27C545955	LA	TRACTOR SEMI
1134	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR37C427630	LA	TRACTOR SEMI
1135	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPRX7C364736	LA	TRACTOR SEMI
1136	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR27C427621	LA	TRACTOR SEMI

Asset ID	Year	Manufacturer	Model	Description	Serial#	Location	Asset Type
1137	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR07C545954	LA	TRACTOR SEMI
1138	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR07C427620	LA	TRACTOR SEMI
1139	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR57C557713	LA	TRACTOR SEMI
1140	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCRX7C557707	LA	TRACTOR SEMI
1141	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR67C557705	LA	TRACTOR SEMI
1142	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCNSCR37C557712	LA	TRACTOR SEMI
1143	2007	INTERNATIONAL	9200i SBA 6X4	Tractor, Semi, Day Cab	2HSCEAPR47C366563	LA	TRACTOR SEMI
190	1998	VOLVO	A25C	Truck, ORT	70195	LA	ORT
191	2001	CAT	725	Truck, ORT	AFX00110	LA	ORT
192	2001	CAT	725	Truck, ORT	AFX00111	LA	ORT
200	2011	TopHat Trailer		Trailer, Utility	4R7BU1623BT109228	TX	TRAILER
201	2011	Ercoa	29 BTB	Trailer, Boat	1E9UB2924BB122217 ERC15148F111	TX	TRAILER
202	2011	Ercoa	29 BTB	Trailer, Boat	1E9UB2924BB122218 ERC15149F111	FL	TRAILER
203	2011	Ercoa	29 BTB	Trailer, Boat	1E9UB2924BB122219 ERC15150F111	MN	TRAILER
204	2011	Ercoa	29 BTB	Trailer, Boat	1E9UB2924BB122220 ERC15151F111	MN	TRAILER
205	2011	Carry-On Trailer	5X10GW	Trailer, Garden	4YMUL1019BT013206	LA	TRAILER
206	1994	EAST		Trailer, Live Bottom	1E1U1Y283RRL15726	MN	TRAILER
207	1995	EAST		Trailer, Live Bottom	1E1U1Y280SRA18714	MN	TRAILER
208	1997	EAST		Trailer, Live Bottom	1E1U1Y284VRJ21670	GA	TRAILER
209	1997	EAST		Trailer, Live Bottom	1E1U1Y289VRG21505	TX	TRAILER
210	2002	MAC		Trailer, Live Bottom	5MAMN48272C004606	MN	TRAILER
211	2011	WOLVERINE TRAILE	20TACU	Trailer, Boat	5BXBB2423AJ029071	TX	TRAILER
216	1998	FONTAINE	504TICNGB	Trailer, Lowboy Haul	4LF4S6640T3504940	LA	TRAILER
217	1997	LOAD KING	503	Trailer, Lowboy Haul	1B4L53365V1120861	TX	TRAILER
219	1997	LOAD KING	FL 201	Trailer, Auxillary Axle	1B4F1119V1121016	TX	TRAILER
220	2001	TARGET	20 X 83	Trailer, Flat Utility	1T9BC20241S669143	TX	TRAILER
221	2001	TARGET TRLR	18 X 83	Trailer, Flat Utility	1T9BC18231S669245	MN	TRAILER
222	2008	TARGET	TC16610-90E	Trailer, Flat Utility	17YBP16209B039959	TX	TRAILER
223	2008	MASTER TOW	80THDBS	Trailer, Car Dolly	4DFTS10128N092998	MN	TRAILER
224	1999	HOMEMADE		Trailer, Flat Utility	1M9FS1829XS332613	TX	TRAILER
226	2002	LOAD TRAIL	20 X 77	Trailer, Flat Utility	4ZECF202411143744	TX	TRAILER
229	1994	Dynaweld	SSL-10	Trailer, Flat Utility	19K42ABX741X31255	TX	TRAILER
233	1997	CPS	TSV 45	Trailer, Live Bottom	4Z4515626VP000527	TX	TRAILER
234	1973	UTIL		Trailer, Live Bottom	7U36204003	MN	TRAILER
237	2002	EAST		Trailer, Live Bottom	1E1U1Y2862RG31310	MN	TRAILER
238	2002	EAST		Trailer, Live Bottom	1E1U1Y2802RG31299	TX	TRAILER
239	1990	LUFKIN		Trailer, Flat Bed 48'	1L01B4522L1088677	TX	TRAILER
240	2004	CPS	TSD-34	Trailer, Tub, End Dump	5MC5155264P004450	TX	TRAILER
243	1999	CPS	TSTD 32	Trailer, Tub, End Dump	4Z4515428XP001958	MN	TRAILER
245	2008	Ercoa	29	Trailer, Boat	1E9VB2920AB122214	TX	TRAILER
249	1996	Kentucky		Trailer, Portable Shop	1KKVE5128TL104975	TX	TRAILER
250	1985	TRAIL EZ	DN16R24	Trailer, Tag 40K	1DA12RJ79FP008094	TX	TRAILER
265	2004	DYNWELD	31278U-9	Trailer, Tag 40K	19K81AEX6R1X31278	TX	TRAILER
266	2005	AMERICAN TRAILER	40 TALT	Trailer, Tag 40K	1A9HF302951572582	TX	TRAILER
267	2005	AMERICAN TRAILER	40 TALT	Trailer, Tag 40K	1A9HF302051572583	TX	TRAILER
268	2005	AMERICAN TRAILER	40 TALT	Trailer, Tag 40K	1A9HF302851572590	TX	TRAILER
270	2009	INTERSTATE TRAILER	40DLA	Trailer, Tag 40K	1JKDLAA4059M010072	TX	TRAILER
279	2006	CASCADE CUSTOM M	Gooseneck	Trailer, Dump	1C9DD20286C73008	MN	TRAILER
280	2006	CASCADE CUSTOM M	Gooseneck	Trailer, Dump	1C9DD20266C73007	TX	TRAILER
281	2006	CASCADE CUSTOM M	Gooseneck	Trailer, Dump	1C9DD202X6C73009	MN	TRAILER
282	2002	HUDSON		Trailer, Tag 40K	10HHTD1A721000024	MN	TRAILER
289		HILLTOP	171245	Trailer, Portable Office 8x24	9094	MN	OFFICE
292	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS4739DS819030	LA	TRAILER

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293	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS4738DS819066	LA	TRAILER
294	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS473XDS819067	LA	TRAILER
295	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS4731DS819068	LA	TRAILER
296	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS4733DS819069	LA	TRAILER
297	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS473XDS819070	LA	TRAILER
298	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS4731DS819071	LA	TRAILER
299	2013	SDI	13-STRI	Trailer, Side-Dump, Super Tri Axle	1S9DS4733DS819072	LA	TRAILER
1201	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3925FS819043	LA	TRAILER
1202	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3929FS819045	LA	TRAILER
1203	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3920FS819046	LA	TRAILER
1204	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3922FS819047	LA	TRAILER
1205	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3924FS819048	LA	TRAILER
1206	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3926FS819049	LA	TRAILER
1207	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3922FS819050	LA	TRAILER
1208	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3924FS819051	LA	TRAILER
1209	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3926FS819052	LA	TRAILER
1210	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3928FS819053	LA	TRAILER
1211	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS392XFS819054	LA	TRAILER
1212	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3921FS819055	LA	TRAILER
1213	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3923FS819056	LA	TRAILER
1214	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3925FS819057	LA	TRAILER
1215	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3927FS819058	LA	TRAILER
1216	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3929FS819059	LA	TRAILER
1217	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3925FS819060	LA	TRAILER
1218	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3927FS819061	LA	TRAILER
1219	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3929FS819062	LA	TRAILER
1220	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3920FS819063	LA	TRAILER
1221	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3922FS819064	LA	TRAILER
1222	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3924FS819065	LA	TRAILER
1223	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3926FS819066	LA	TRAILER
1224	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3928FS819067	LA	TRAILER
1225	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS392XFS819068	LA	TRAILER
1226	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3922FS819095	LA	TRAILER
1227	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3924FS819096	LA	TRAILER
1228	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3926FS819097	LA	TRAILER
1229	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3928FS819098	LA	TRAILER
1230	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS392XFS819099	LA	TRAILER
1231	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3925FS819110	LA	TRAILER
1232	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3927FS819111	LA	TRAILER
1233	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3929FS819112	LA	TRAILER
1234	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3920FS819113	LA	TRAILER
1235	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3922FS819114	LA	TRAILER
1236	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3924FS819115	LA	TRAILER
1237	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3926FS819116	LA	TRAILER
1238	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3928FS819117	LA	TRAILER
1239	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS392XFS819118	LA	TRAILER
1240	2015	SDI	TANDEM	Trailer, Side-Dump, Tandem Axle	1S9DS3921FS819119	LA	TRAILER
303	2011	SUBURBAN	3680	Conveyor, 36" x 80' Radial Stack		MN	CONVEYOR
304	2011	SUBURBAN	36100	Conveyor, 36" x 100' Radial Stack		MN	CONVEYOR
306		SWIFT	RM6030	Conveyor	042495ZVU512	MN	CONVEYOR
307			2440	Conveyor		TX	CONVEYOR
310		GDS	PT-4048	Conveyor, Stacking		MN	CONVEYOR
313		MASABA	3680	Conveyor, Radial Stacker	96574	TX	CONVEYOR

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315		Enviroquip Sys	SC3630	Conveyor, Transfer	SC95078-3630	TX	CONVEYOR
316		GDS	PT-4060	Conveyor, Stacking		MN	CONVEYOR
317	2012	WESTERN CONVEYOR	50/70	Conveyor, Telescoping 20' Squirt		TX	CONVEYOR
318		Enviroquip Sys	SC3050	Conveyor, Stacking	SC93021-3050	TX	CONVEYOR
319	2012	WESTERN CONVEYOR	50/70	Conveyor, Telescoping 20' Squirt		TX	CONVEYOR
320	2005	ROTOCHOPPER	250	Bagger system, Portable	05-5067	TX	BAGGER SYSTEM
321	2010	HAMER		Bagger system		TX	BAGGER SYSTEM
332	1999	POWERSCREEN	Powergrid 800	Screener, Deck	72 14 913	TX	SCREEN
333	1993	READ	WM3000	Screener, Deck	503	TX	SCREEN
334	1996	GDS	837S	Screener, Trommel	1G96UPS735TR196006	TX	SCREEN
335	1996	RETECH	723A	Screener, Trommel	1R9TR47205M216083	TX	SCREEN
337	2000	MCCLOSKEY	MCB833RE	Screener, Trommel	11046	TX	SCREEN
340				Trailer, Inspection Tower		TX	MISC SHOP
344				Debris Cont. 20 ft on Trailer 282	AWSU02952888	TX	CONTAINER
345				Debris Cont. 20 ft onTrailer 267		TX	CONTAINER
372		WESTERN	8 ft RC STS	Sander, 8'	03111530000294810-1	MN	SANDER
373		WESTERN	8 ft RC STS	Sander, 8'	05031230000394809-1	MN	SANDER
380		TRAMAC		Packer, Hydraulic	TR-75520221T2-21B	TX	ATTACHMENT
381		RETECH	SC3630	Conveyor, Stacking	SC95078-3630	TX	CONVEYOR
402	1994	DIAMOND Z	1260	Grinder, Tub	1D9FX3923RC231110	TX	GRINDER
404	2008	CBI	8800T Magnum Force	Grinder, Horizontal, Track	8800THZKC320020	TX	GRINDER
405	1995	MORBARK	1400	Grinder, Tub w/ Loader	575-011	MN	GRINDER
407	1990	DIAMOND Z	PWG 1463	Grinder, Tub	1D9FX453LN147034	TX	GRINDER
408	1994	DIAMOND Z	1463B TWIN	Grinder, Tub	1D9FX4834RN147110	GA	GRINDER
409	1998	REXWORKS	800	Grinder, Horizontal	M50801	MN	GRINDER
411	2008	RUBBLE MASTER	RM60	Crusher, Jaw, on skid	RM60-0380	TX	CRUSHER
412	2014	KOMATSU	PC360LC-10	Excavator, Hydraulic, Track	A32480	LA	EXCAVATOR
413	2014	KOMATSU	PC490LC-10	Excavator, Hydraulic, Track	A40848	LA	EXCAVATOR
414	2013	CATERPILLAR	320E L LR	Excavator, Hydraulic, Track	WBK1980	LA	EXCAVATOR
416	1978	MORBARK	M22	Chipper, w/ Loader	1402	MN	CHIPPER
420	1961	AUSTIN WESTERN	220	Grader, Road	H5644	TX	GRADER
421	2008	DEERE	270D LC	Excavator, Hydraulic, Track	FF270DX703779	TX	EXCAVATOR
423	1984	CATERPILLAR	235	Excavator, Hydraulic, Track	32K03643	MN	EXCAVATOR
424	1996	HITACHI	EX220 LC3	Excavator, Hydraulic, Track	15D-10543	TX	EXCAVATOR
425	1996	CATERPILLAR	320B	Excavator, Hydraulic, Track	5BR00702	TX	EXCAVATOR
426	1996	KOMATSU	PC220 LC6L	Excavator, Hydraulic, Track	A80457	TX	EXCAVATOR
427	1996	KOMATSU	PC300LC-6LC	Excavator, Hydraulic, Track	A80091	GA	EXCAVATOR
429	1994	KOMATSU	PC200LC-6L	Excavator, Hydraulic, Track	A80290	TX	EXCAVATOR
430	2006	KOMATSU	PC300LC-7E0	Excavator, Hydraulic, Track	A88024	LA	EXCAVATOR
431	2006	KOMATSU	PC300LC-7L	Excavator, Hydraulic, Track	A87114	LA	EXCAVATOR
432	2003	CASE	MX230	Tractor, Farm, 4x4 Dual	JAZ127273	LA	TRACTOR, FARM
433	2002	CAT	420D	Loader, Wheel, Backhoe	FDP08288	LA	BACKHOE/LOADER
434	2012	LINK BELT	250X3 LF	Excavator, Hydraulic, Track	EIDK2-5034	LA	EXCAVATOR
436	1989	TROJAN	1900Z	Loader, Wheel	LT201932 / 0189-4758B	MN	LOADER
437	1989	CATERPILLAR	936E	Loader, Wheel	33Z3400	MN	LOADER
438	1998	CATERPILLAR	416C	Loader, Wheel, Backhoe	1WR03314	TX	BACKHOE/LOADER
440	1994	KOMATSU	WA-250-1	Loader, Wheel	A65393	TX	LOADER
441	1998	VOLVO	L120C	Loader, Wheel	L120CV12243	TX	LOADER
442	1995	VOLVO	L-70C	Loader, Wheel	V11463	MN	LOADER
444	1998	CATERPILLAR	IT-28F	Loader, Wheel	3CL02184	TX	LOADER
445	1998	CATERPILLAR	IT-28G	Loader, Wheel	8CR00140	LA	LOADER
446	1996	CATERPILLAR	IT-38-F	Loader, Wheel	6FN00449	MN	LOADER
448	1996	CATERPILLAR	IT-38-F	Loader, Wheel	6FN00385	GA	LOADER

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449	1996	CATERPILLAR	IT-38-F	Loader, Wheel	6FN00400	MN	LOADER
450	2002	CATERPILLAR	140H	Grader, Road	2ZK7547	LA	GRADER
451	1990	CLARK (RANGER)	F666 GR	Skidder, Logging	555BC00894	MN	SKIDDER
452	1974	TIMBERJACK	225D	Skidder, Logging	225GS787143	MN	SKIDDER
453	2006	KOMATSU	PC400LC-7E0	Excavator, Hydraulic, Track	A87265	LA	EXCAVATOR
454	2009	DEERE	544K	Loader, Wheel	DW544KZ624326	TX	LOADER
455	2008	DEERE	644K	Loader, Wheel	DW644KZ624427	TX	LOADER
456	2013	CATERPILLAR	D6T LGP	Dozer, Track 4-way	ZJB1250	LA	DOZER
457	2014	DEERE	744K	Loader, Wheel	XVDE657261	TX	LOADER
458	2008	DEERE	750J LGP	Dozer, Track 6-way	T0750JX172776	LA	DOZER
459	2008	DEERE	850J LGP	Dozer, Track 6-way	T0850JX172818	LA	DOZER
461	1997	CATERPILLAR	D6M LGP	Dozer, Track 6-way	2RN00282	TX	DOZER
465	2006	CATERPILLER	D6N LGP	Dozer, Track 6-way	ALY02190	LA	DOZER
466	2006	CATERPILLER	D6N LGP	Dozer, Track 6-way	ALY02153	LA	DOZER
467	2006	CATERPILLER	D6R LGP Series III	Dozer, Track 4-way	WRG00218	LA	DOZER
468	2006	CATERPILLER	D6R LGP Series III	Dozer, Track 4-way	WRG00197	LA	DOZER
470	1993	BOBCAT	443B	Loader, Skidsteer	511211046	MN	LOADER
472	2000	BOBCAT	763G	Loader, Skidsteer	512251005	MN	LOADER
475	2005	BOBCAT	S185	Loader, Skidsteer	525024754	MN	LOADER
476	2006	BOBCAT	5600	Utility Vehicle	A00311820	LA	UTILITY VEHICLE
477	2008	BOBCAT	T-190	Loader, Skidsteer, Track	A3LN11404	MN	LOADER
478	2013	CATERPILLAR	279C2	Loader, Skidsteer, Track	KWB970	LA	LOADER
479	2008	DEERE	850J LGP	Dozer, Track 6-way	X164162	LA	DOZER
481	2008	DEERE	244J	Loader, Wheel	722013	TX	LOADER
482	2009	DEERE	244J	Loader, Wheel	723189	TX	LOADER
483	2012	DEERE	324J	Loader, Wheel	KZB030138	TX	LOADER
484	2013	PRINCETON	PB50	Forklift, Portable	P147673412	TX	FORKTRUCK
485	2005	ROSCO	RB-48	Broom Sweeper	45156	LA	SWEEPER
486	2003	PRINCETON	E2-3RVX	Forklift, Portable	109396	TX	FORKTRUCK
487	2004	PRINCETON	E2-3RVX	Forklift, Portable	110323	TX	FORKTRUCK
489		TOYOTA	52-6FGU35	Forklift	60948	MN	FORKTRUCK
492	1994	SWINGER	240	Loader, Swinger	NW-378	MN	LOADER
493	1998	SWINGER	SW2000	Loader, Swinger	NW117398	TX	LOADER
494	1998	SWINGER	SW2000	Loader, Swinger	NW128298	TX	LOADER
496	2006	INGERSOLL RAND	SD-100-D	Compactor, Vibratory	186628	LA	COMPACTOR
497	2006	INGERSOLL RAND	SD-100-D	Compactor, Vibratory	182670	LA	COMPACTOR
498	2010	CATERPILLAR	D6T LGP	Dozer, 4-Way	KJL1150	LA	DOZER
499	2011	CATERPILLAR	D6T LGP	Dozer, 4-Way	KJL1238	LA	DOZER
500	2013	CATERPILLAR	D6N LGP	Dozer, 6-Way	PBA00560	LA	DOZER
501	2014	CATERPILLAR	D6N LGP	Dozer, 6-Way	PBA01627	LA	DOZER
503	2012	CASE	235 MAGNUM	Tractor, Farm, 4x4 Dual	ZDRD03361	LA	TRACTOR, FARM
506	2012	CATERPILLAR	140M2	Grader, Road	R9M00148	LA	GRADER
507	2012	CATERPILLAR	140M2 AWD	Grader, Road, All Wheel Drive	M9J00514	LA	GRADER
509	5014	BROCE	CR-350	Sweeper	407614	LA	SWEEPER
515	2009	Pro-Tech	SD16-L	Snow Pusher, 16 ft	26948	MN	PUSHER
516	2009	Pro-Tech	SD16-L	Snow Pusher, 16 ft	22797	MN	PUSHER
517	2007	GROUSER	2200	Tractor Dozer Blade, 14 ft	200700607	MN	ATTACHMENT
565	2009	VALLEY ENGINEERI	V-320	Lube Skid		TX	LUBE SKID
572	2010	PREMIER		Platform Boat - Skimmer 8 x 20	PMY47475G010	TX	MARINE EQUIP
573	2010	TRACKER MARINE	1436 Topper	Jon Boat, 14'	BUJ10077H910	MN	MARINE EQUIP
575	1999	Cherrington	5000	Beach Cleaner	112412	TX	MARINE EQUIP
576	2010	ERCOA		Boat, Platform - Skimmer 8 x 29	ERC15121G010	TX	MARINE EQUIP
577	2010	ERCOA		Boat, Platform - Skimmer 8 x 29	ERC15122G010	MN	MARINE EQUIP

Asset ID	Year	Manufacturer	Model	Description	Serial#	Location	Asset Type
578	2010	ERCOA		Boat, Platform - Skimmer 8 x 29	ERC15123G010	MN	MARINE EQUIP
579	2010	ERCOA		Boat, Platform - Skimmer 8 x 29	ERC15124G010	MN	MARINE EQUIP
580	2010	ERCOA		Boat, Platform - Skimmer 8 x 29	ERC15125G010	FL	MARINE EQUIP
595	2007	Ezee-On	8550	Disc, 9.5 ft, 32 in blades	51789	LA	DISC
676	2006	AMCO	F42B 3224	Disc, 2 Row, 12 ft w/ hitch	06020061/ 676	LA	DISC
741	2007	PENGO	MDT-20K C1-3-A	Boring Head, Hydraulic		TX	AUGER
817	2007	MAGNUM	MLT5200	Light Plant/20KW Gen	831643	MN	LIGHT PLANT
818	2007	MAGNUM	MLT5200	Light Plant/20KW Gen	831644	LA	LIGHT PLANT
840		Chicago		Air Curtain on skid		MN	INCINERATOR
841		Chicago		Air Curtain on Trailer		MN	INCINERATOR
858		HARVESTOR	200 cpc-42192	Coloring System and Conveyor	BU9719	MN	COLORING SYSTEM
859	2009	Amerimulch	Middle-Mite	Coloring System and Conveyor	MD081630039	TX	COLORING SYSTEM
860	2011	Amerimulch	Trom 250	Coloring System and Conveyor		TX	COLORING SYSTEM
869	2012	RICE LAKE	EZ7011-ST-100-ATV	Scale, Truck, 100T 11x70	4RSM	MN	SCALE
900	2005	MANDALAY	42 ft (2005)	Motor Home 42 ft	4UZABFDC45CU44120	MN	RV
901	2004	AMERI-CAMP	36 ft (2004)	R/V 36 ft	1A9GE30284S604784	LA	RV
902	2006	IDLE TIME	2875 FRKSS (2006)	R/V 34 ft	1A9AA02NX6A014456	LA	RV
915	2012	JAYCO	32TSBH	R/V 32 ft	1UJBJ0BS2C18V0070	LA	RV
916	2011	FOREST RIVER	Cardinal	R/V 32 ft	4X4FCAG2XBG096805	LA	RV
930	2005	GULF STREAM	Cavalier	R/V 32 ft	1NL1GTR2461066358	LA	RV
931	2005	GULF STREAM	Cavalier	R/V 32 ft	1NL1GTR2461013808	LA	RV
932	2005	GULF STREAM	Cavalier	R/V 32 ft	1NL1GTR2861066640	LA	RV
933	2005	GULF STREAM	Cavalier	R/V 32 ft	5L4TF332963015560	LA	RV
934	2005	GULF STREAM	Cavalier	R/V 32 ft	1NL1GTR2961014160	LA	RV
RE1480	2014	BROCE	CR-350	Sweeper	408348	LA	SWEEPER
RE1483	2014	BROCE	CR-350	Sweeper, 0 Hrs	408936	LA	SWEEPER
RE1484	2014	BROCE	CR-350	Sweeper, 0 Hrs	408944	LA	SWEEPER
RE1462	2014	CATERPILLAR	D5K2	Dozer	KYY1192	LA	DOZER
RE1444	2014	CATERPILLAR	336F	Excavator	KB00408	LA	EXCAVATOR
RE1463	2013	CATERPILLAR	D6N LGP	Dozer	PBA799	LA	DOZER
RE1464	2013	CATERPILLAR	D6N LGP	Dozer	PBA883	LA	DOZER
AT600	1998	LABOUNTY	UP40II	Universal Processor Head Unit	UP4050	NZ	ATTACHMENT
AT600-01	1998	LABOUNTY	UP40II	Shearing Jaws	40SH39	NZ	ATTACHMENT
AT600-02	1998	LABOUNTY	UP40II	Pin System		NZ	ATTACHMENT
AT601	2005	CATERPILLAR	G185B	Grapple, Demolition for Cat 385	GCM00104	NZ	ATTACHMENT
AT606	2006	CATERPILLAR	G320	Grapple, Basket for Cat 385		NZ	ATTACHMENT
AT610	2012	WEDGELOCK	TPH-450-M	Thumb, Mech, Cat 345		NZ	ATTACHMENT
AT611	2012	WEDGELOCK	TPH-320-M	Thumb, Mech, Cat 330		NZ	ATTACHMENT
AT612	2012	WEDGELOCK	TPH-320-M	Thumb, Mech, Hitachi 330		NZ	ATTACHMENT
AT615	2012	GENSCO	HMAG46	Magnet, Hydraulic 46"	14399	NZ	ATTACHMENT
AT618	2011	A-WARD	AP300	Pulverizer		NZ	ATTACHMENT
AT619	2012	A-WARD	AP200	Pulverizer Jaw		NZ	ATTACHMENT
AT620	2011	A-WARD	AP300	Pulverizer		NZ	ATTACHMENT
AT621	2011	MONTBERT	V55	Hydraulic Hammer		NZ	ATTACHMENT
AT622	2013	DEMCO	DMB150	Hydraulic Hammer		NZ	ATTACHMENT
AT623	2013	A-WARD	AP300	Pulverizer Jaw		NZ	ATTACHMENT
AT624	2014	CATERPILLAR	H45DS	Hydraulic Hammer		NZ	ATTACHMENT
AT630	2005	CATERPILLAR	MP20	Shear, Demolition for Cat 385	ABS	NZ	ATTACHMENT
AT631	1997	LABOUNTY	MSD100R	Shear, Demolition for Cat 385	100663	NZ	ATTACHMENT
AT632	2008	GENESIS	GDP900	Shear, Demolition for Cat 345	900120	NZ	ATTACHMENT
AT650	2005	CATERPILLAR		Dirt Bucket for Cat 345		NZ	ATTACHMENT

Asset ID	Year	Manufacturer	Model	Description	Serial#	Location	Asset Type
AT651	2011	WEDGELOCK	BC-1070-2100-23	Bucket, Cleanout ZX330		NZ	ATTACHMENT
AT652	2011	WEDGELOCK	BC-0900-2000-8	Bucket, Cleanout ZX200		NZ	ATTACHMENT
AT670	2012			Bucket, Dirt, 74" for T650		NZ	ATTACHMENT
AT671	2012			Bucket, Dirt, 68" for T190		NZ	ATTACHMENT
AT672	2012			Grapple Bucket, 80" for T650		NZ	ATTACHMENT
AT673	2012			Grapple Bucket, 74" for T190		NZ	ATTACHMENT
AT674	2012	BOBCAT		Pallet forks, for T190		NZ	ATTACHMENT
AT680	2006	CATERPILLAR		Stick, 21' for Cat 345		NZ	ATTACHMENT
AT681	2006	CATERPILLAR		Stick, 19' for Cat 345		NZ	ATTACHMENT
AT682	2007	CATERPILLAR		Boom, Digging for Cat 345		NZ	ATTACHMENT
AT683	2007	JEWELL	UHD 148	UHD Boom for Cat 385	CAT385DB-1-07	NZ	ATTACHMENT
AT684	2011	JEWELL	85T-811.1	Boom Extension, 20 ft	CAT385DB-07-11	NZ	ATTACHMENT
AT690	2006	JRB		Quick Attach for Cat 385		NZ	ATTACHMENT
AT691	2011	WEDGELOCK	HMI-210-11	Quick Attach		NZ	ATTACHMENT
AT692	2011	WEDGELOCK	HMI-210-11	Quick Attach		NZ	ATTACHMENT
AT693	2011	WEDGELOCK	HMI-320-5	Quick Attach		NZ	ATTACHMENT
AT694	2011	WEDGELOCK	HMI-320-5	Quick Attach		NZ	ATTACHMENT
AT695	2011	WEDGELOCK	AHH40	Quick Attach		NZ	ATTACHMENT
CR350	2011	SANDVIK	QJ340	Jaw Crusher on tracks	1886SW11518	NZ	CRUSHER
EX301	2006	CATERPILLAR	385C L UHD	Hyd Excavator, Demolition Rig	CAT0385CLEDA00268	NZ	EXCAVATOR
EX302	2006	CATERPILLAR	345C L VG	Hyd Excavator, Demolition Rig	CAT0345CLRFN00159	NZ	EXCAVATOR
EX303	2008	CATERPILLAR	330DL	Hyd Excavator	CAT0330DHNBD01094	NZ	EXCAVATOR
EX304	2005	HITACHI	ZX330-1	Hyd Excavator	HCM1HH00J00035879	NZ	EXCAVATOR
EX305	2005	HITACHI	ZX330-1	Hyd Excavator	HCM1HH00V00035206	NZ	EXCAVATOR
EX306	2007	HITACHI	ZX200-3	Hyd Excavator	HCM1U100C00205307	NZ	EXCAVATOR
EX307	2007	HITACHI	ZX200-3	Hyd Excavator	HCM1U100K00205157	NZ	EXCAVATOR
EX308	1996	HITACHI	EX800H-5	Hyd Excavator	17L-5029	NZ	EXCAVATOR
EX309	2011	CATERPILLAR	303.5DCR	Hyd Excav, Quick Hitch, Bucket	RHP01309	NZ	EXCAVATOR
LD450	1996	KOMATSU	WA450-3	Loader, Wheel	50093	NZ	LOADER
LD455	2012	BOBCAT	T190	Loader, Tracked Skidsteer	A3LN41300	NZ	LOADER
LD456	2012	BOBCAT	T650	Loader, Tracked Skidsteer	A3P013348	NZ	LOADER
PS375	2012	CHARLESTON ENGINEERING		Picking Station		NZ	RECYCLE EQUIPMENT
PV030	2007	HOLDEN	Commodore	Passenger Car	6G1EK52B17L900499 Eng: LE0063260	NZ	PASSENGER CAR
PV031	2000	HOLDEN	Astra	Passenger Car	W0L0TGF48Y5249697	NZ	PASSENGER CAR
PV032	2007	HOLDEN	Epica	Passenger Car, 4 dr	KL3LA69LJ8B096058	NZ	PASSENGER CAR
RL495	2012	CATERPILLAR	CS-56	Roller	FCS0112	NZ	ROLLER
SC250				20' Sea Container		NZ	CONTAINER
SC251				20' Sea Container		NZ	CONTAINER
SC252				20' Sea Container		NZ	CONTAINER
SC253				20' Sea Container		NZ	CONTAINER
SC254				20' Sea Container		NZ	CONTAINER
SC255				20' Sea Container		NZ	CONTAINER
SC256				20' Sea Container		NZ	CONTAINER
SC257				20' Sea Container		NZ	CONTAINER
SC258				20' Sea Container		NZ	CONTAINER
SC259				20' Sea Container		NZ	CONTAINER
SC260				20' Sea Container		NZ	CONTAINER
SC261				20' Sea Container		NZ	CONTAINER
SC262				20' Sea Container		NZ	CONTAINER
SC263				20' Sea Container		NZ	CONTAINER

Asset ID	Year	Manufacturer	Model	Description	Serial#	Location	Asset Type
SC264				20' Sea Container		NZ	CONTAINER
SC265				20' Sea Container		NZ	CONTAINER
SC266				20' Sea Container		NZ	CONTAINER
SC267				20' Sea Container		NZ	CONTAINER
SC268				20' Sea Container		NZ	CONTAINER
SC269				20' Sea Container		NZ	CONTAINER
SC270				20' Sea Container		NZ	CONTAINER
SC271				20' Sea Container		NZ	CONTAINER
SC272				20' Sea Container		NZ	CONTAINER
SC273				20' Sea Container		NZ	CONTAINER
SC274				20' Sea Container		NZ	CONTAINER
SC275				20' Sea Container		NZ	CONTAINER
SC276				20' Sea Container		NZ	CONTAINER
SC277				20' Sea Container		NZ	CONTAINER
SC278				20' Sea Container		NZ	CONTAINER
SC279				20' Sea Container		NZ	CONTAINER
SC280				20' Sea Container		NZ	CONTAINER
SC281				20' Sea Container, dbl door		NZ	CONTAINER
SC282				20' Sea Container, dbl door		NZ	CONTAINER
SC329		MULTIBOXX LTD	20ft	Container, 20ft	MTBU2016736	NZ	CONTAINER
SN352	2011	POWERSCREEN	Warrior 1800	Screener	PID00123CDGC34553	NZ	CONTAINER
SP351	2012	CEC	RWS2000	Rock/Wood Separator	11-09275A	NZ	RECYCLE EQUIPMENT
SP351-1	2012			Tag Axle		NZ	ATTACHMENT
TH401	2011	MANITOU	MT1436R	Lift, Telescoping	594004	NZ	LIFT
TR050	2011	HOLDEN	Colorado	Pickup, 4x4 Crew Cab, Diesel 3.0	MMMTFS85HBH547083 Eng: JC2374	NZ	TRUCK
TR051	2011	HOLDEN	Colorado	Pickup, 4x4 Crew Cab, Diesel 3.0	MMMTFS85HBH548001	NZ	TRUCK
TR053	1993	NISSAN	Atlas	Service Truck	LWG 7RB FH4 1RD3	NZ	TRUCK
TR054	2011	HOLDEN	Colorado	Pickup, 4x4 Crew Cab, Diesel 3.0	MMMTFS85HBH59401	NZ	TRUCK
TR055	2012	HOLDEN	Colorado	Pickup, 4x4 Crew Cab, Diesel 3.0	MMMTFS85HBH549669	NZ	TRUCK
TR056	2012	HOLDEN	Colorado	Pickup, 4x4 Crew Cab, Diesel 3.0	MMMTFS85HBH550469	NZ	TRUCK
TR057	2013	HOLDEN	Colorado	Pickup, 4x4 Crew Cab, Diesel 3.0	MMU148FHODH62 Eng: 122021280	NZ	TRUCK
TR058	2013	FORD	RANGER XLT	Pickup, 4x4 Crew Cab, Diesel 3.2	MNAUMFF50DW224563 Eng: DW224563	NZ	TRUCK
TR059	2004	VOLKSWAGEN	LT35	Van	Eng:	NZ	TRUCK
TR060	2007	HOLDEN	Rodeo 4X4	Pickup, 4x4 Crew Cab, Diesel 3.0	MPATFS85H7H561773 Eng: 4JJ1EW43	NZ	TRUCK
TT201	2002	SHEPHARD		Trailer, Tri-Axle Tipping	6T9T25ABJ2014C004	NZ	TRAILER
TT202	2002	SHEPHARD		Trailer, Tri-Axle Tipping	6T9T25ABJ2014C002	NZ	TRAILER
TT203	2003	SHEPHARD		Trailer, Tri-Axle Tipping	6T9T25ABJ20ADG025	NZ	TRAILER
TT204	2008	WHIT-LOG	DBT8653	Trailer, LRD Stick for Cat 385	1W90711078SW08066	NZ	TRAILER

C Staffing Plan/Workload

C.1 Staffing Plan

Listing of Personnel		
David A. McIntyre, Sole Shareholder & President	David A. Preus, Senior Vice President	Ricky W. Adams, Health and Safety Officer
Earl Lutz III, Area Manager	Matt Sharpe, Director of Operations	Gregg S. Dawkins, FEMA Reimbursement Liaison
Thomas "Allen" Morse, Senior Debris Management Advisor	Suzan Dunlop, Contract Administrator	Patricia Macey, Site Manager
David A. Davenport, Health and Safety Officer	Jakob Thompson, Health & Safety Officer	Mike L. Beevers, Project Superintendent
Ronald Rodriguez, P.E., Quality Control Manager	Charles L. Owens, Project Superintendent	Timothy Zanor, IT Support
Huey DeVille, Sector Manager	William Hitchcock, FEMA Reimbursement Liaison	Ernie Pliscott, Project Specialist
Daniel Ortiz Soto, Site Manager	Bruce A. Lewis, Site Superintendent	Michael Hansen, Resources Manager
Michael A. Lee, Estimator	Betsy Pease, Project Accountant	

For City of Ocala, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Ocala for the life of the contract.

Key Personnel - Core Team

Name	Title	Contact Information
Stanley Bloodworth	Project Manager	(601) 529-4805; stanley.bloodworth@ceresenv.com
Brent Whitten	Operations Manager	(985)-259-2518; jason.alber@ceresenv.com
Karl Dix	FEMA Reimbursement Specialist	(941) 358-6368; karl.dix@ceresenv.com
Tia Laurie	Subcontract Manager	(941) 358-6363; tia.laurie@ceresenv.com

Persons Authorized to Give and Support Information

Name	Title	Contact Information
Dawn Brown - Technical	Proposal Manager	(800) 218-4424 3825 85th Ave N, Brooklyn Park, MN 55443
Tia Laurie – Contract Information	Subcontract Manager/Corporate Secretary	(941) 358-6363 6968 Professional Parkway E, Sarasota, FL 34240
Karl Dix	FEMA Reimbursement Specialist	(941) 358-6368 6968 Professional Parkway E, Sarasota, FL 34240

C.2 Workload

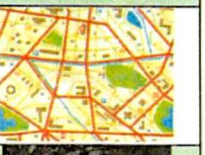
Ceres Environmental Services, Inc. currently has more than 108 pre-position Emergency Response contracts in place in Florida.

Contract Owner	Contract Title/Type
Atlantic Beach, FL (City of)	RFP 17-02 Disaster Debris Removal Services
Bal Harbour, FL (Village of)	RFP No. 2016-02 Disaster Debris Management Services
Bay County, FL	16-25 Disaster Debris Removal & Disposal Services
Bradenton Beach, FL (City of)	RFP #16-02 Disaster & Debris Management Services
Broward County BOCC, FL	Emergency Interim Contract for Temporary DMS Services C2111741
Broward County BOCC, FL	Disaster Debris Clearing and Removal Services T2111251B1
Broward County School Board, FL	ITB 16-060T Emergency Debris Clean UP and Removal Services
Cape Coral (City of), FL	Emergency Disaster Assistance & Debris Removal CON-PW17-32/SH
Casselberry (City of), FL	RFP#:2017-0194-C Disaster Debris Removal/Management Services
Charlotte County School Board, FL	Debris Management/Recovery – Interlocal Agmt City of Punta Gorda

D APPROACH AND METHODOLOGY

Project Timeline

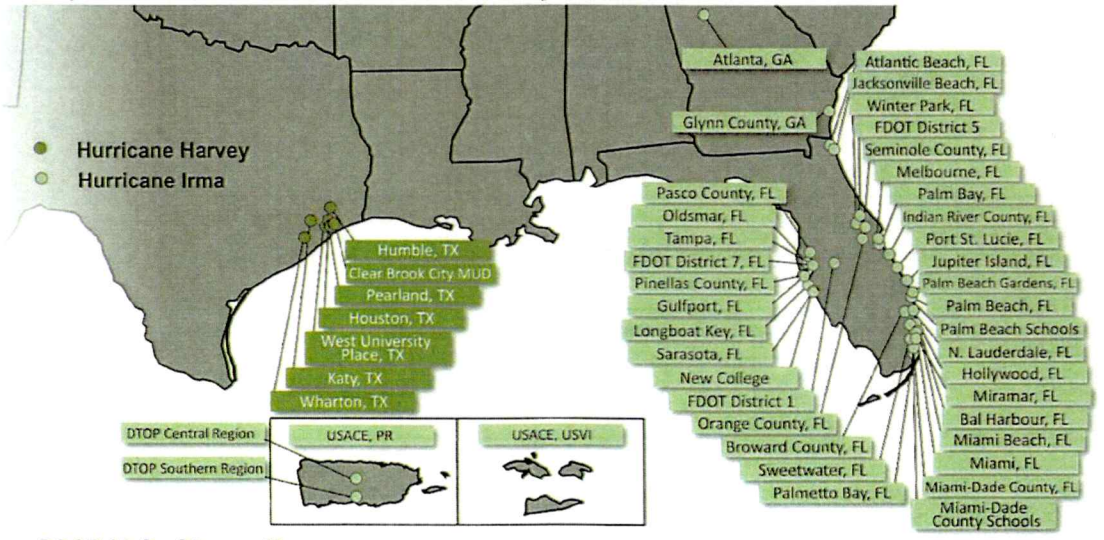
The following describes the typical workflow between Ceres and Ocala once a contract award has been received until FEMA reimbursement.

Projected Storm Preparation and Response Table		
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Ocala. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Ocala when the day comes for a disaster response.	
Contract Award	Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Ocala and will be available to the City 24 hours per day, 7 days per week.	
Planning and Training	If included in the contract, Ceres will provide training to designated City personnel. The company also continues its Pre Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.	
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres takes action quickly so that debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Ocala personnel in the EOC and help prepare for storm impact and recovery.	
Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.	
Cut and Push	The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.	
FEMA Records and Data Management	Ceres will assist Ocala on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City.	
Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible and the Ceres debris removal operation will be fully operational on this day.	

First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.	
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to cleanup any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.	
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Ocala personnel, but daily presence may not be needed by this time.	
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.	
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Ocala so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.	
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.	
FEMA Reimbursement	Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.	FEMA

D.1 Ability/Approach to Manage Activation of Multiple Contracts

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships ensures that Ceres' performance on this contract will be to the City's utmost satisfaction.



2017 U.S. Storm Responses

In August 2017, Ceres responded to seven jurisdictions in Texas following Hurricane Harvey. Within the next several weeks, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation.

In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

In 2014, Ceres responded to two large-scale projects following Winter Storm Pax, which covered the Southeast in freezing rain and ice. Ceres removed and disposed of approximately **one million cubic yards** of debris in Columbia County, GA and Guilford County, NC.

In 2011, Ceres responded to the spring tornadoes that devastated the South, the spring floods in North Dakota, Hurricane Irene in North Carolina and Virginia, and Winter Storm Alfred in the Northeast. Ceres accomplished eight separate contracts while fulfilling all contractual obligations.

During the summer of 2008, Hurricanes Dolly, Gustav and Ike all impacted the Gulf Coast. When Dolly hit the Texas coast Ceres was ready, with people, subcontractors and equipment already on the ground in Cameron County, TX. Ceres managed our own crews and crews of five different Subcontractors in our response to clean-up debris in Cameron County, TX. As Ceres' response to Dolly was wrapping up, Gustav hit Louisiana, and two weeks later Ike hit the Houston, TX area. Ceres responded quickly to both new storms, performing in 11 different locations covered by separate contracts in Texas and Louisiana.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts — often at the same time — including: Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne, LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate "Blue Roof" contracts with the U.S. Army Corps of Engineers (USACE). During this same period, Ceres maintained its schedule on its non-disaster construction and environmental work for the U.S. Department of Agriculture, the Army Corps, and other customers in CA, TX, AR, MN and PR.

D.2 Methods for Mobilization/Demobilization

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay.

Pre-Landfall Activities

Ceres Representative (Early Rep): Ceres will provide, at the City's request, a representative prior to hurricane landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

Equipment pre-staging: Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the City's location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits, and have sufficient equipment to begin the load and haul as soon as possible.

Subcontractor Liaison: As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on

alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

Project Advance Team

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

Contractor Mobile Command Center

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications, fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted.

Satellite Communications

We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back on line. Ceres also purchased and uses a system of internet access using two satellite dishes, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if Ocala seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan**
- A **Dust Control Plan**
- A **Traffic Control Plan**
- A **Site Safety Plan**
- **Fire Prevention Plan**
- The **Production Plan**
- **Other plans may include**: Truck Routes and Access; Site Staffing and Assigned Duties; Debris Segregation and Hazardous Waste Handling plans.

A water truck sprinkling to control dust on an access road.

DMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City of Ocala which includes lessons learned and results of operations

D.3 Safety Plan, Operational Plan and Work Procedures

Safety Plan

It is our ultimate goal at Ceres Environmental Services, Inc. to conduct our business operations in a safe manner without injury to persons, interruption of production, or damage to property, equipment, and materials. Ceres has developed a corporate-wide AWAIR program (A Workplace Accident and Injury Reduction program) and a corporate-wide Occupational and Preventative Medicine Program that detail authorities and responsibilities with regard to the overall corporate safety program. These plans have been established to provide mechanisms through which Ceres can communicate responsibilities and expectations of all personnel with regard to workplace safety. Each individual is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

Ceres takes special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first – and as result of our very successful efforts, Ceres was named a recipient of the **Million Work Hours Award** in 2007 for our superb safety record on the 2005 Katrina Debris project for the U.S. Army Corps of Engineers.

Responsibilities

Workplace safety is the responsibility of every individual associated with this organization, for it is only with the continuous and combined effort of all individuals that a safe work environment can be developed and maintained. Specific responsibilities for safety have been established for the executive, managerial, supervisory and employee levels of this organization. The following responsibilities are considered the minimum effort and responsibility that is expected of all individuals.

Executive

Executive leadership and commitment is paramount to the success of any safety program. The role of the executive includes the following functions:

- Issuance of a formal health and safety policy
- Support of health and safety program development and implementation
- Protection of company assets, including personnel and property
- Commitment to providing products and services produced in a safe environment

Managers

Managers have the overall responsibility of ensuring safety programs and procedures are properly developed and implemented. Managers are responsible for:

- The implementation and maintenance of health and safety programs
- Ensuring compliance with applicable federal, state, and local health and safety regulations applicable to each work site

- Monitoring accident trends and implementing appropriate corrective actions to reverse or control the trend
- Ensuring all accidents are promptly and thoroughly investigated
- Ensuring all safety rules, programs, and procedures are enforced
- Ensuring appropriate equipment and materials are provided in support of safety programs
- Ensuring communication between supervisors, employees, and contractors is maintained regarding job and site safety requirements
- Ensuring appropriate training and educational programs are provided to all supervisors and employees
- Actively participating in safety committee activities and monitoring recommendations and corrective actions
- Auditing this program on at least an annual basis for company compliance with the stated policies and for areas of potential improvement

Supervisors

Supervisors are generally responsible for creating a safe work environment and for integrating safe work practices and procedures into work activities. Supervisors are responsible for:

- Providing a hazard-free or controlled work environment for all personnel
- Educating employees in safe work procedures and techniques
- Enforcing the use of safety equipment and safe work procedures
- Ensuring the site is properly secured prior to work activities
- Conducting regular meetings with site workers and contractors regarding project activities, procedural changes, and safety requirements
- Supervising and evaluating overall worker performance and implementing appropriate corrective measures as needed to protect all site personnel
- Monitoring the work site regularly for human, situational, or environmental factors that could cause or contribute to accidents and implementing appropriate controls
- Investigating promptly all accidents to identify contributing factors or actions and implement corrective actions to prevent a recurrence
- Actively supporting safety committee functions and employee educational and training programs

Employees

Well-trained and educated employees are the greatest asset against injury, damage and illness in the work place. Executives, managers, and supervisors are responsible for developing, implementing and enforcing the safety policies, programs and procedures, but employees have the ultimate responsibility of combining these work practices with job activities on a daily basis. Employees are responsible for:

- Observing safety rules and procedures
- Recognizing and reporting observed potential hazards to the Field Supervisor
- Maintaining safety equipment in good condition and ensuring damaged equipment is repaired or replaced
- Developing good health, hygiene, and housekeeping practices
- Reporting all accidents and injuries immediately
- Participating in safety committee activities and training or educational programs

Identifying and Controlling Hazards

The identification and control of hazards can be accomplished by several means. One method employed by Ceres regularly is that of the Activity Hazard Analysis (AHA). The purpose of the AHA is to evaluate job activities relating to each project, identify potential hazards associated with each activity, and determine appropriate control measures.

Accident Investigation

The prompt investigation of any accident or incident is an important tool that can be used to identify hazards and control measures. The purpose of accident investigation is to determine the hazards or conditions that

contributed to the occurrence, and then determine appropriate control measures or corrective actions to eliminate or control those hazards or conditions.

All accidents, whether or not a recordable injury is involved, are investigated as soon as possible following the incident and at least within 24 hours. Recordable injuries are those where the injured party lost time from work, received medical attention beyond basic first aid, or was placed on a work restriction because of the injury.

Communication and Training

Ceres has developed a number of training and educational programs for their employees which vary depending upon job function and responsibilities. The contents of the AWAIR program and the Occupational and Preventative Medicine Program will be reviewed during New Employee Orientation and the annual Employee Right-to-Know training sessions.

Operational Plan and Work Procedures

Emergency Roadway Clearance and Debris Removal

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

Emergency Road Clearing-Cutting and Pushing Public Right of Ways

When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons
- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the City. Ceres owns eight (8) wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the City's dispatcher to obtain authorization to proceed to the next assignment.

Debris Collection

Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way (ROW). Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual requirements, to ensure adequate time has been scheduled for residents to move the debris into the ROW.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)

- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns seven Self Loaders (Knuckleboom) and has access to many more through our subcontractors.

A Ceres self loader with a trailer making pickups from the ROW.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

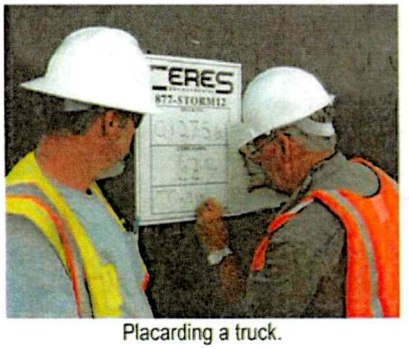
Hazardous Tree, Limb and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees ("hangers" and "leaners"). Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

Flooding

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skidsteers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From past experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents.



Placarding a truck.

Certification of Maximum Volume Capacity of Hauling Trucks/Trailers

Prior to initial use, authorized Ceres personnel and Ocala representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the

truck along with measured capacity. All units hauling debris are required to be "measured in" prior to commencement of work.

Field Management

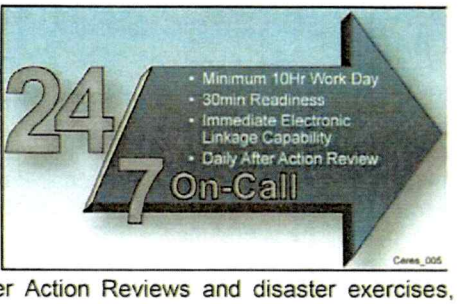
Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all field work, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation or a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager.

At the end of each shift, documentation of work completed will be tabulated and used to schedule the next day's work activities. At this time, any daily reports required by the City will be produced.

Project Manager



The Project Manager (PM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the City.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. The PM will participate in daily After Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.

Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. Crew Leaders document daily production to monitor and ensure the most efficient operations. Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor's Accident/Incident Investigation Report by the Crew Leaders.

Description of a Typical Workday

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running

tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employee's daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dump-site, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.

The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area. The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day.

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the City. The PM will also have daily meetings with the City regarding performance and schedule issues of the project.

Geographic Area Management

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must to be addressed especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they

are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS

Debris Management Sites (DMS)

Ceres will utilize the DMS identified by the City. In the event that additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks, and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during clean up operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

Inspection

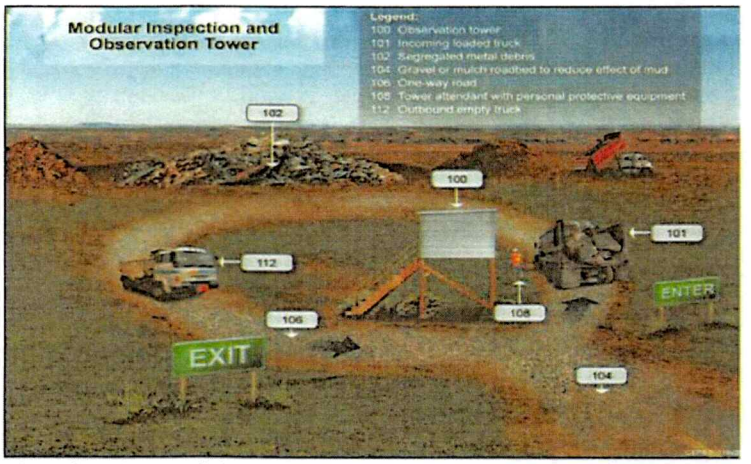
DMSs will be the point of inspection and load volume estimation by the City or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with ¾" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2'x4" studs and ¾" plywood. The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to adequately accommodate a minimum of three people simultaneously.

City Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity), and evaluate the load for contaminants requiring segregation. The Monitor will instruct the driver regarding the

appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.



Material Segregation

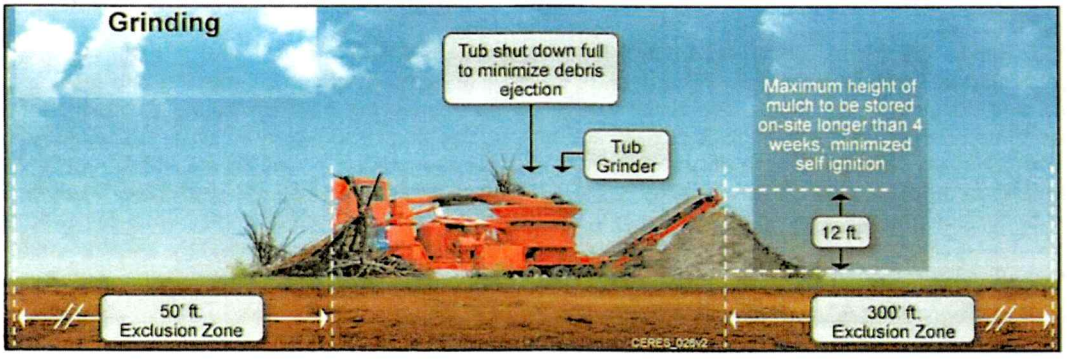
Due to the nature of these operations, material segregation is required in order to properly and efficiently process debris. Collection crews will segregate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the segregation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be segregated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be segregated and baled or otherwise processed for recycling. Debris that cannot be processed or otherwise recycled will be disposed of at an approved final disposal site.

Volume Reduction by Grinding

The wheel loader with rake will push material d to the grinder. Great care should be taken to keep the debris free of dirt before processing; this maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45 degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the "kick" side of the grinder and 50 feet on the "non-kick" side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully-enclosed cabs.



Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.

The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

Final Disposition

Segregated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination. Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

Work Hours

Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.

Traffic Control

As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone in order to properly control the flow of traffic into and out of the work zone.

Site Restoration

The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan. An outside independent party may be employed to conduct a post utilization environmental survey to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of debris.

D.4 Process for Documenting and Resolving Incidents and Damages

Ceres Environmental Services, Inc. will repair any damages caused by equipment or personnel in performance of RFP# PWD/18-011 Pre-Event Emergency Debris Removal Service for City of Ocala. Work areas will be returned to their original condition.

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number will be prominently displayed on all equipment working the clean-up area. Ceres monitors call and e-mail volume, and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required.

The Call Center keeps a log of incoming calls and e-mails and records the address of reported incidents, resident names, reported complaints, dates and times of reported incidents, and the truck numbers (if applicable). Ceres then compiles resident communications and organizes them into date/time of receipt and response priorities. Trained account executives sort through messages and identify time-sensitive incidents such as broken water lines, which would receive immediate attention. Each account representative identifies all pertinent information, investigates the reported incident, and ultimately locates the responsible crew if fault is found. Reports will be accessible daily or weekly and can be disbursed to City officials accordingly.

Subcontractors will be given 48 hours to settle their damages. If the sub fails to repair the damage, Ceres will immediately make the repairs and back-charge the respective sub. The sub may also be subject to temporary shutdown of their crews and/or termination of the subcontract.

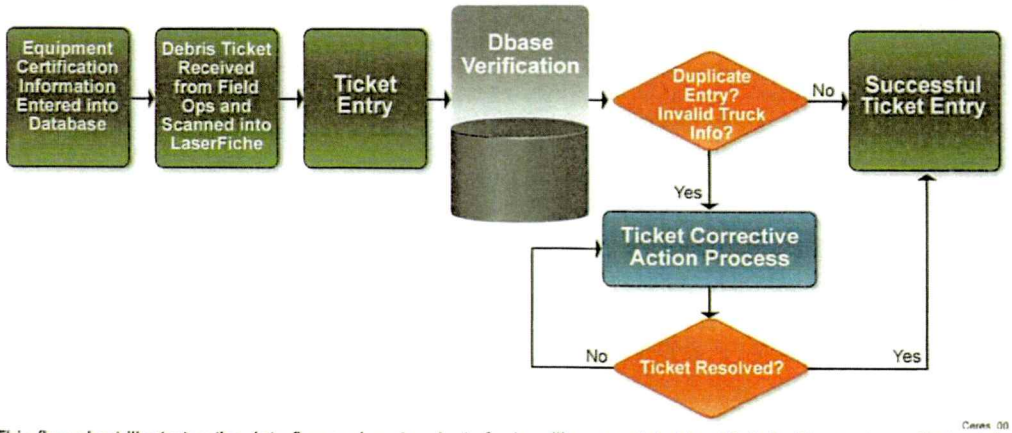
D.5 Invoicing and Data Management Procedures

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to insure that data integrity is maintained. Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area.

The scanned information is then retrieved by our data entry staff and entered into the appropriate project database. Database rules require that first the truck owner and then the individual truck be established in the database before the system will accept any load ticket information for that truck

The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel so all data is entered in a consistent manner. All reimbursable activities, for example, stump removal, operation of hourly rate equipment, personnel hours, are recorded by our operations staff.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. This extra planning makes the implementation of a project easier and faster. Additionally the use of advanced communication technologies, such as wireless and satellite internet connections; cell



This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

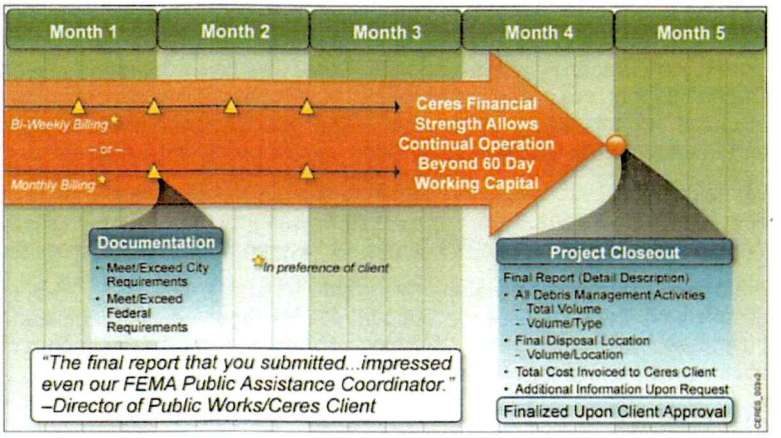
phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states.

Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice the contract Client, to pay subcontractors and then provide management/field operations with production reports. This information is readily shared in a variety of formats.

Invoicing

Ceres can provide invoices to the City on a bi-weekly, semi-monthly or monthly basis. With each invoice, appropriate documentation will be provided relating to the services provided during the invoice period. Documentation will meet the City requirements and the federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed.



Reimbursement Assistance

Ceres is trained and experienced in providing the necessary documentation and assistance toward the preparation of reimbursement claims (Project Worksheets) for the City. If needed, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement.

Program Management Assistance

Ceres is experienced and trained to provide all of the following services to the City:

Throughout Ceres' history, no governing entity has been denied reimbursement for work Ceres has performed.

- Project Worksheet (PW) writing
- Assistance with estimating debris volumes for Initial Damage Assessment (IDA) report
- Expenditures eligible for reimbursement
- Recovery Process Documentation
- Recovery Process Oversight
- Review of records system for applicability to federal and state requirements
- Orientation and training of City personnel on documentation requirements
- Claim documentation

Project Closeout

A final report will be submitted to the City upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the City. Ceres will also supply additional information upon request of the City and understands that final project reconciliation must be approved by the City.

E SUBCONTRACTORS

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors, and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and utilizing, to the maximum extent possible and to the extent consistent with City of Ocala's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

During our Hurricane Katrina response, Ceres was very successful in subcontracting with local companies. Our first priority is to give opportunities to local firms and it is our commitment to meet or exceed other small business and minority hiring goals of Ocala. We recognize the importance of bringing in local companies and thereby further assisting in the economic recovery of the local area.

Ceres paid local subcontractors 59.5% of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).

Additionally, over the 2011 Alabama tornado season, Ceres paid 80% of subcontracting dollars to Alabama businesses. Ceres employs a Subcontract Manager who is dedicated to soliciting and involving local businesses with our projects. We look forward to using our subcontracting plan to further involve local businesses with work opportunities with Ceres.

Subcontracting To Firms within the Area of the Project

It is the intention, policy and practice of Ceres to utilize **local** subcontract services in the performance of the proposed contract to the maximum extent possible as consistent, within the requirements of **the Stafford Act,** Sec. 307, Use of Local Firms and Individuals (42 U.S.C. 5150), the prime contract and sound business practices and management policies. In General - In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. We recognize the advantages obtainable by utilizing other responsible and experienced firms who are capable of furnishing specialty services and products of high quality. First priority will be given to those subcontractors who are from or do business in the surrounding area.

A separate program will be included for local contractors that do not necessarily have goals established under the contract requirements. Ceres' internal subcontractor databases, on-line databases, online local business directories, and local government offices will be used to identify contractors in the immediate area. This is the process used quite successfully by Ceres on previous projects. The search and identification will validate the speed and performance level to mobilize contractors on site and begin the physical work. Our internal subcontractor database includes subcontractors who have expressed an interest in or assisted our firm in the successful completion of emergency response contracts. All efforts will be made to also procure supplies, materials and labor from local vendors.

Ceres has and will continue to communicate with local authorities, elected officials, and community organizations, its desire to hire local and small business enterprises and subcategory businesses to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones. Copies of the contract will be sent to Plan Rooms servicing the particular region in addition to our office in the project area. The contract will also be posted to a web site and potential subcontractor registration will

also be available via web, FAX, direct contact (1-877-STORM12). A dedicated toll-free telephone service will be established specifically for subcontractors interested in contracting with Ceres. Ceres has made as many resources available to subcontractors as possible in order to initiate and facilitate communication.

The Manager of Administration and the Subcontract Manager will notify regionally based subcontractors of the issuance of a notice to proceed. Ceres' subcontractor database currently contains more than 5,000 disaster debris management prospective subcontractors who have contacted Ceres with an interest in subcontracting. More than 1,100 of these subcontractors have worked on Ceres' disaster projects, providing, along with Ceres' owned fleet, more than 7,000 pieces of loading and hauling equipment. While our database of qualified subcontractors is very large, it is our intention to select from a more regionally based group and have established for Ocala four unique response regions. These are based on relative distance from your area and use straight-line miles and/or drive time to establish which region each state of potential subcontractors belongs in.

Past Performance

On USACE projects performed by Ceres, in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally-based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all of its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

During the performance of the above mentioned contracts Ceres successfully utilized several hundred local SB and SDB firms, and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Numerous other government projects have been completed by Ceres over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for City of Ocala will also be successful in meeting, minimally, the stated goals contained within this plan.

Potential Subcontractors

Ceres always manages our own projects – subcontractors will only be utilized for relevant portions of work.

Category Key: SB = Small Business; WOSB = Woman-Owned Small Business; VO = Veteran-Owned Small Business; SDVO = Service Disabled Veteran Owned Small Business; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; HUB = HUB Certified

Marion County Subcontractors

Company	City	State	Certs
National Fire Contracting	Dunnellon	FL	
Hammock Tree Service	Dunnellon	FL	SB,
Hammock Tree Service	Dunnellon	FL	SB,
J & M Construction of Marion County	Dunnellon	FL	
Solar Building 1, LLC	Dunnellon	FL	SB
Agri-Source, Inc.	Ocala	FL	
Conrad Enterprises	Ocala	FL	SB, VO
David Foust	Ocala	FL	
Flyway	Ocala	FL	

F Maintenance and Repair Program

Ceres Environmental Services, Inc. employs support personnel to maintain owned and leased equipment. Support personnel include (but are not limited to) mechanic helpers, master mechanics, asset/logistics managers and clerical support. Our field support personnel are supplied with mobile service vehicles and parts storage containers that can be strategically located to maximize our effectiveness. In order to keep our fleet in the field we maintain operational records on all equipment leased or owned. Those records are part of an automated preventative maintenance system that includes service records, repair history, spare parts inventory, technical manuals and electronic document capture.

Company equipment (leased and owned) and personnel allow Ceres to respond to a disaster regardless of the immediate availability of subcontractors. On a 2002 storm debris project for Kansas City, MO, Ceres provided more than 500 pieces of equipment for a project requiring completion of the first pass within 16 days of contract award (the first pass required hauling over 500,000 cubic yards). Ceres successfully met the 16-day first pass deadline and the City Project Manager won an award for his outstanding disaster response performance.

Ceres owns all of the equipment needed for supporting its own personnel in the field, including: mobile living quarters, food supply, large potable water supply tanks and large septic storage systems. These systems save valuable management time in responding to higher category storms. Ceres also has these same systems to provide project-wide support including for Ocala personnel.

Ceres owns self-contained office trailers including satellite internet connections and satellite phones. Through our established vendor supply chain we can provide rental satellite phone service to our clients. In addition to our fleet of disaster equipment and heavy equipment, our ongoing large construction business provides us with a national network of vendors from whom we can source additional types of heavy equipment for specialty work.

For a summary list of Ceres equipment, please see proposal **Section B.5 Equipment.**

Item	Description	Price per Cubic Yard	Price per Ton
Vegetative Debris Removal – Pricing includes all costs necessary to collect and transport eligible vegetative debris on the ROW or public property to a City-approved DMS or City-approved final disposal site.			
1	0 to 15 miles	$9.28	$102.08
2	16 to 30 miles	$11.89	$130.79
3	31 to 60 miles	$12.98	$142.78
4	Greater than 60 miles	$14.58	$160.38
Haul-Out of Reduced Debris to a City-Approved Final Disposal Site – Pricing includes all costs necessary to load, transport and dispose of reduced eligible disaster related debris at a City-approved final disposal site.			
5	0 to 15 miles	$2.72	$16.32
6	16 to 30 miles	$3.97	$19.85
7	31 to 60 miles	$5.97	$29.85
8	Greater than 60 miles	$7.97	$39.85
DMS Operation/Management			
9	**DMS Operation and Reduction through Grinding** – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. Includes acquiring, preparing, leasing, renting, operating, and remediating land used as DMS.	$3.42	$37.62
10	**DMS Management and Reduction by Air Curtain Incineration** - Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. Includes acquiring, preparing, leasing, renting, operating, and remediating land used as DMS.	$3.18	$34.98
Item	**Description**	**Unit Price**	
Removal of Hazardous Trees and Limbs – Pricing includes all costs necessary to remove eligible hazardous trees or limbs and place them on the safest possible location on City ROW for collection.			
11	6 inch to 12.99 inch diameter **(price per tree)**	$85.00	**N/A**
12	13 inch to 24.99 inch diameter **(price per tree)**	$135.00	**N/A**
13	25 inch to 36.99 inch diameter **(price per tree)**	$185.00	**N/A**

Item	Description	Unit Price	
14	37 inch to 48.99 inch diameter **(price per tree)**	265	**N/A**
15	49 inch and larger diameter **(price per tree)**	345	**N/A**
16	Hanger Removal **(price per tree)**	88	**N/A**
Item	**Description**	**Hourly Rate**	
Equipment with Operator – Pricing includes all labor, equipment and material costs.			
17	50' Bucket Truck	$189.60	**N/A**
18	Crash Truck w/ Impact Attenuator	$90.00	**N/A**
19	Dozer, Tracked, D3 or Equivalent	$126.00	**N/A**
20	Dozer, Tracked, D4 or Equivalent	$138.00	**N/A**
21	Dozer, Tracked, D5 or Equivalent	$162.00	**N/A**
22	Dozer, Tracked, D6 or Equivalent	$174.00	**N/A**
23	Dump Truck, 16 +/- CY	$81.60	**N/A**
24	Dump Truck, 20 +/- CY	$93.60	**N/A**
25	Dump Truck, 38 +/- CY	$98.40	**N/A**
26	Generator, 5.5 kW, List kW Capacity	$24.00	**N/A**
27	Generator, 200 kW, List kW Capacity	$168.00	**N/A**
28	Generator, 2,500 kW, List kW Capacity	$1,278.00	**N/A**
29	Light Plant with Fuel and Support	$37.20	**N/A**
30	Gradere w/ 12" Blade (Min. 30,000 lb)	$162.00	**N/A**
31	Hydraulic Excavator, 1.5 CY	$182.40	**N/A**
32	Hydraulic Excavator, 2.5 CY	$194.40	**N/A**
33	Knuckleboom Loader	$213.60	**N/A**
34	Lowboy Trailer w/ Tractor	$117.60	**N/A**
35	Mobil Crane up to 15 Ton	$198.00	**N/A**
36	Pump, 95 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$45.60	**N/A**

Item	Description	Hourly Rate	
37	Pump, 200 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$76.80	N/A
38	Pump, 650 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$126.00	N/A
39	Vac Truck (Mist Capacity) List Capacity	$210.00	N/A
40	Pickup Truck, 1 Ton	$16.80	N/A
41	Skid-Steer Loader, 1,500 lb Operating Capacity w/ Utility Grapple	$93.60	N/A
42	Skid-Steer Loader, 2,500 lb Operating Capacity w/ Utility Grapple	$102.00	N/A
43	Compact Track Loader, 1,500 lb Operating Capacity w/ Utility Grapple	$93.60	N/A
44	Compact Track Loader, 2,500 lb Operating Capacity w/ Utility Grapple	$102.00	N/A
45	Tub Grinder, 800 to 1,000 HP	$414.00	N/A
46	Hydraulic Excavator, 1.5 CY w/ Thumb	$186.00	N/A
47	Hydraulic Excavator, 2.5 CY w/ Thumb	$198.00	N/A
48	Truck, Flatbed	$90.00	N/A
49	Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft lift	$24.00	N/A
50	Water Truck, 2,500 Gal (Non-Potable, Dust Control and Pavement Maintenance)	$90.00	N/A
51	Wheel Loader, 1.5 CY, 95 HP	$139.20	N/A
52	Wheel Loader, 3 CY, 152 HP	$162.00	N/A
53	Wheel Loader, 4.0 CY, 200 HP	$177.60	N/A
Personnel – Pricing includes all labor, equipment and material costs.			
54	Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	$86.40	N/A
55	Crew Foreman w/ Cell Phone & 1 Ton Equipment Truck w/ Small Tools and Misc. Supplies in Support of Crew	$74.40	N/A
56	Tree Climber w/ Chainsaw and Gear	$62.40	N/A
57	Laborer w/ Chainsaw and Gear	$50.40	N/A
58	Laborer w/ Small Tools, Traffic Control or Flag Person	$46.80	N/A
59	Bonded and Certified Security Personnel	$58.80	N/A
60	Crew – Wheel Loader (2.5 CY), 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	$462.00	N/A

Item	Description	Price per Cubic Yard	Price per Ton
C&D Debris Removal - Pricing includes all costs necessary to collect and transport eligible C&D debris on the ROW or public property to a City-approved final disposal site.			
61	0 to 15 miles	$11.31	$101.77
62	16 to 30 miles	$14.18	$127.61
63	31 to 60 miles	$15.38	$138.40
64	Greater than 60 miles	$17.14	$154.24
Demolition, Removal, Transport, and Disposal of Non-RACM Structures – Pricing includes all costs necessary to decommission, demolish and dispose of eligible Non-RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.			
65	0 to 15 miles	$18.46	$138.44
66	16 to 30 miles	$21.33	$159.97
67	31 to 60 miles	$22.53	$168.96
68	Greater than 60 miles	$24.29	$182.16
Demolition, Removal, Transport, and Disposal of RACM Structures – Pricing includes all costs necessary to decommission, demolish and dispose of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.			
69	0 to 15 miles	$31.66	$237.44
70	16 to 30 miles	$34.53	$258.97
71	31 to 60 miles	$35.73	$267.96
72	Greater than 60 miles	$37.49	$281.16
Item	**Description**	**Unit Price**	
Removal of Hazardous Stumps – Pricing includes all costs necessary to remove eligible hazardous stumps and transport resulting debris from the ROW to a City-approved DMS. Includes removal, backfill of stump hole, reduction, and final disposal.			
73	6 inch to 12.99 inch diameter **(price per stump)**	$412.50	**N/A**
74	13 inch to 24.99 inch diameter **(price per stump)**	$522.50	**N/A**
75	25 inch to 36.99 inch diameter **(price per stump)**	$660.00	**N/A**

Item	Description	Price per Cubic Yard	
ROW White Goods Debris Removal – Pricing includes all costs necessary to remove eligible White Goods from the ROW to a City approved DMS or City-approved facility for recycling. Contractor shall be responsible for recovering/disposing of refrigerants as required by law, as well as unit decontamination in a contained area. Includes transporting eligible White Goods from the City-approved DMS to a City-approved facility for recycling.			
76	Refrigerators and freezers requiring refrigerant recovery and decontamination **(price per unit)**	$75.60	N/A
77	Washers, dryers, stoves, ovens, A/C units, hot water heaters **(price per unit)**	$40.80	N/A
Abandoned Vehicle Removal – Pricing includes all costs necessary to remove and transport eligible abandoned vehicles.			
78	Passenger Car **(price per vehicle)**	$174.00	N/A
79	Single Axle **(price per vehicle)**	$222.00	N/A
80	Double Axle **(price per vehicle)**	$294.00	N/A
Abandoned Vessel Removal – Pricing includes all costs necessary to remove and transport eligble abandoned vessels.			
81	Vessels less than 20 linear feet **(price per vessel)**	$1,020.00	N/A
82	Vessels 21 linear feet and greater **(price per vessel)**	$1,740.00	N/A

DRUG FREE WORKPLACE REQUIREMENTS

Drug free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Publ 100-690, Title V, Subtitle D) Contractor entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor will ensure that conduct and communication at the DMS and with all personnel will not be discriminatory, inappropriate or offensive and the City shall have the right to request replacement personnel when violations of this policy occur.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, how
ever, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.13.5

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act:

Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Tampa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for
the in paragraph (2) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

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.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act.

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.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONFLICT OF INTEREST

Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.

MANDATORY DISCLOSURES

Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with
their proposal, which shall be made part of the Agreement.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor's certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached and incorporated by reference into and made part of the Agreement.